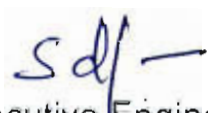


Himachal Pradesh  
Public Works Department  
NO.PW-JD/E-Tender/2023-24- 3720 Dated: 13/7/2023  
To

Executive Engineer (I.T.Cell),  
HP PWD Nirman Bhawan,  
Nigam Vihar Shimla-II.

**Subject: NOTICE INVITING TENDERS.**

Enclosed please find the following Notice inviting tenders scheduled to be opened on **28-07-2023** to be published in departmental website. Tender notice has also been published in various news paper Through [iproams.himachalpr.gov.in](http://iproams.himachalpr.gov.in) under IPRO No:1402/2023-24 Dt.28-06-2023.

  
Executive Engineer,  
Jubbal Division  
HPPWD, Jubbal.

# Procurement of Works

## BIDDING DOCUMENT

for

Procurement

of

Construction of City Livelihood Center at Govt. Industrial Training Institute, Jubbal Campus, Tehsil Jubbal, Distt. Shimla(Sh-Detail Design and its approval from any Indian Institute of Technology ,and competent authorities of HPPWD design department, supply ,installatin, testing and commissioning of pre Engineered building including construction of RCC Frame structure upto plinth level and super structure with light Gauge steel Framed for walls and trusses as per approved design complete in all respect including all finishing work , site development i.e retaining and breast structure ,W.S & S.I , E.I septic tank ,Vermiculture pit , rainwater harvesting tank & underground water recharging tank / pit , boundry wall gate , air conditioning with humidity control(Hot & cold) , CCTV & access control , indoor /outdoor transformer,HT & LT panel , Cabling ,DG set ,Fire-Fighting system, fire alarm system,land scaping , Enviroment management, safty measure and other miscellaneous item etc. as per drawing and specification including cost of all materials, labour,taxes, transportation ,tool and Plant etc required for this work with all lead and lift and other incidental charges complete in all respect and to entire satisfaction of Engineer in Charge.

Issued on: 30 June 2023

Invitation for Bids No.:CLC/01/2023-24

NCB No.:PWD/07R10

Employer:Public Works Department, Government of Himachal Pradesh, represented by Chief Engineer, Shimla Zone, Shimla (HP)

Country: India

# **Himachal Pradesh Skill Development Project.**

**Loan No: 3573 IND**

## **Procurement of Works**

**Single-Stage: Two-Envelope Bidding Procedure**

### **Bidding Document for Procurement of**

Construction of City Livelihood Center at Govt. Industrial Training Institute, Jubbal Campus, Tehsil Jubbal, Distt. Shimla (Sh-Detail Design and its approval from any Indian Institute of Technology, and competent authorities of HPPWD design department, supply, installation, testing and commissioning of pre Engineered building including construction of RCC Frame structure upto plinth level and super structure with light Gauge steel Framed for walls and trusses as per approved design complete in all respect including all finishing work, site development i.e retaining and breast structure, W.S & S.I, E.I septic tank, Vermiculture pit, rainwater harvesting tank & underground water recharging tank / pit, boundary wall gate, air conditioning with humidity control (Hot & cold), CCTV & access control, indoor / outdoor transformer, HT & LT panel, Cabling, DG set, Fire-Fighting system, fire alarm system, land scaping, Environment management, safety measure and other miscellaneous item etc. as per drawing and specification including cost of all materials, labour, taxes, transportation, tool and Plant etc required for this work with all lead and lift and other incidental charges complete in all respect and to entire satisfaction of Engineer in Charge.

## **Volume 1 (Technical Bid)**

**Issued on: 30 June 2023**

**Invitation for Bids No.: CLC/01/2023-24**

**NCB No PWD/07R10**

**Employer: Public Works Department, Government of Himachal Pradesh,  
represented by Chief Engineer, Shimla Zone, Shimla (HP)**

**Country: India**

### Invitation for Bids

Date:30June2023

Invitation for Bids No.:CLC/01/2023-24

LoanNo.andTitle:LoanNo.3573 IND/Himachal Pradesh Skill Development Project.

Contract Package No. and Title: PWD/07R1O (CLC Jubbal ); **Construction of City Livelihood Center at Govt. Industrial Training Institute, Jubbal Campus, Tehsil Jubbal, Distt. Shimla(Sh-Detail Design and its approval from any Indian Institute of Technology ,and competent authorities of HPPWD design department, supply ,installatin, testing and commissioning of pre Engineered building including construction of RCC Frame structure upto plinth level and super structure with light Gauge steel Framed for walls and trusses as per approved design complete in all respect including all finishing work , site development i.e retaining and breast structure ,W.S & S.I , E.I septic tank ,Vermiculture pit , rainwater harvesting tank & underground water recharging tank / pit , boundry wall gate , air conditioning with humidity control(Hot & cold) , CCTV & access control , indoor /outdoor transformer,HT & LT panel , Cabling ,DG set ,Fire-Fighting system, fire alarm system,land scaping , Enviroment management, safty measure and other miscellaneous item etc. as per drawing and specification including cost of all materials, labour,taxes, transportation ,tool and Plant etc required for this work with all lead and lift and other incidental charges complete in all respect and to entire satisfaction of Engineer in Charge.**

Deadline for Submission of Bids-28July 2023 at 11:00hrs(1ST)

1. The India has received financing from the Asian Development Bank (ADS) towards the cost of "Himachal Pradesh Skill Development Project". Part of this financing will be used for payments under the Contract Package named above. Bidding is open to Bidders from eligible source countries of the ADB. **Construction of City Livelihood Center at Govt. Industrial Training Institute, Jubbal Campus, Tehsil Jubbal, Distt. Shimla(Sh-Detail Design and its approval from any Indian Institute of Technology ,and competent authorities of HPPWD design department, supply ,installatin, testing and commissioning of pre Engineered building including construction of RCC Frame structure upto plinth level and super structure with light Gauge steel Framed for walls and trusses as per approved design complete in all respect including all finishing work , site development i.e retaining and breast structure ,W.S & S.I , E.I septic tank ,Vermiculture pit , rainwater harvesting tank & underground water recharging tank / pit , boundry wall gate , air conditioning with humidity control(Hot & cold) , CCTV & access control , indoor /outdoor transformer,HT & LT panel , Cabling ,DG set ,Fire-Fighting system, fire alarm system,land scaping , Enviroment management, safty measure and other miscellaneous item etc. as per drawing and specification including cost of all materials, labour,taxes, transportation ,tool and Plant etc required for this work with all lead and lift and other incidental charges complete in all respect and to entire satisfaction of Engineer in Charge.**

2. National competitive bidding will be conducted in accordance with ADB's Single-stage: Two-envelope procedure and is open to all Bidders from eligible countries as described in the Bidding Document.

3. Only eligible Bidders with the following key qualifications should participate in this bidding:

a) Participation in at least one contract that has been successfully or substantially



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completed within the last *five years* and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 4.0Crore Construction experience in key activities as follows-

- a.** Participation as contractor in at least 1 contract within in the last five years, that has been successfully or are substantially completed, and that include Detailed Design and Construction of Building Works, where the value of the Bidder's participation exceeds **INR 2.6 Crore. The contractor should have design experience for designing of a building a similar nature of atleast 750 Sq. Mtr.**
- b.** Participation as contractor in atleast 1 contract within in the last five years, that has been successfully or are substantially completed, and that include pre-engineered material, where the value of the Bidder's participation exceeds **INR 1.3 Crore.**
- b)** Minimum average annual construction turnover of **INR12.8Crore**,calculated as total certified payments received for contracts in progress or completed, within the last *three (3)* years
- c)** Has financial resources to meet its current contract commitments, plus INR 80 Lakh requirements for the Subject Contract
- d)** Meets other Personnel and Equipment requirements as stipulated in the Bidding Document.

However for complete eligibility and qualification requirements, bid document should be referred.

4. To obtain further information and inspect the bidding documents, Bidders should contact:

Attention- Er. Balveer Singh Thakur  
E.E Jubbal  
Himachal Pradesh Public Work Department (HPPWD)  
District Shimla-171205  
Himachal Pradesh , India  
Telephone/Fax:-01781-252004  
E-mail address: [ee-jub-hp@nic.in](mailto:ee-jub-hp@nic.in)

The eligible bidders may download the bidding document for the aforesaid Contract Package in English language from the website <http://hppwd.gov.in/tender.htm>;To purchase the bidding document in English language, eligible Bidders should visit the office of the Employer at address Stated above with a nonrefundable fee of INR 5,000 in the form of Bank Demand Draft payable at Jubbal.

5. Deliver your bid
- To the address above
-

- 
- On or before the deadline: **28 July 2023 at 11:00hrs (1ST)**
  - Together with a Bid Security as described in the Bidding Document.

6. Bids will be opened on 28 July 2023, at 11:30 hrs (1ST) in the presence of Bidders/representatives who choose to attend.

**-sd-**

Er. Balveer Singh Thakur

E.E Jubbal

Himachal Pradesh Public Work Department (HPPWD)

District Shimla-171205

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## Preface

This Bidding Document for the Procurement of Works has been prepared by **Public Works Depart, Government of Himachal Pradesh** and is based on the Standard Bidding Document for the Procurement of Works–Small Contracts (*SBD Works-Small*) issued by the Asian Development Bank dated **December 2015**.

ADB's *SBD Works-Small* has the structure and the provisions of the Master Procurement Document entitled "Bidding Documents for the Procurement of Works–Small Contracts", prepared by multilateral development banks and other public international financial institutions except where ADB-specific considerations have required a change.

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# Table of Contents - Summary Description

## PART I BIDDING PROCEDURES

### **Section 1 - Instructions to Bidders (ITB) ----- 1-1**

This Section specifies the procedures Bidders should follow when preparing and submitting their Bids. Information is also provided on the submission, opening, evaluation of bids, and on the award of contract.

### **Section 2 - Bid Data Sheet (BDS) ----- 2-1**

This Section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 - Instructions to Bidders.

### **Section 3 - Evaluation and Qualification Criteria (EQC) ----- 3-1**

This Section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.

### **Section 4 - Bidding Forms (BDF) ----- 4-1**

This Section contains the forms which are to be completed by the Bidder and submitted as part of its Bid.

### **Section 5 - Eligible Countries (ELC) ----- 5-1**

This Section contains the list of eligible countries.

## PART II REQUIREMENTS

### **Section 6 - Employer's Requirements (ERQ) ----- 6-1**

This Section contains the Specification, the Drawings, Supplementary Information that describe the Works to be procured, the Personnel Requirements, and the Equipment Requirements.

## PART III CONDITIONS OF CONTRACT AND CONTRACT FORMS

### **Section 7 - General Conditions of Contract (GCC) ----- 7-1**

This Section contains the general clauses to be applied in all contracts. These Conditions are subject to the variations and additions set out in Section 8 (Particular Conditions of Contract).

### **Section 8 - Particular Conditions of Contract (PCC) ----- 8-1**

This Section contains provisions which are specific to each contract and which modify or supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

### **Section 9 - Contract Forms (COF) ----- 9-1**

This Section contains forms, which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

# Section 1 - Instructions to Bidders

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# Section 1 - Instructions to Bidders

## A. General

1. **Scope of Bid**
  - 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.
  - 1.2 Throughout this Bidding Document,
    - (a) the term "in writing" means communicated in written form and delivered against receipt;
    - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
    - (c) "day" means calendar day.
2. **Source of Funds**
  - 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
  - 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
3. **Fraud and Corruption**
  - 3.1 ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
    - (a) defines, for the purposes of this provision, the terms set forth below as follows:
      - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
      - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
      - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the

- actions of a party;
- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB's contractual rights of audit or access to information; and
  - (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
  - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate<sup>1</sup> in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

<sup>1</sup> Whether as a Contractor, Nominated Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document). A Nominated Subcontractor is one that either has been: (i) included by the Bidder in its prequalification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the bidder's prequalification application or the bid; or (ii) appointed by the Employer.



- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers, and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 Furthermore, Bidders shall be aware of the provisions of GCC 28.3 and 73.2 (i).

#### **4. Eligible Bidders**

4.1 A Bidder may be a natural person, private entity, or government-owned enterprises subject to ITB 4.5 – or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture:

- (a) all partners shall be jointly and severally liable; and
- (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a joint venture, except for alternative offers permitted under ITB 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of 4.3 (a) - (d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or

- (f) a Bidder or any affiliated entity participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract.

- 4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, administered, or supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.
- 4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.
- 4.8 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

**5. Eligible Materials, Equipment and Services**

- 5.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 5.2 For purposes of ITB 5.1 above, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

**B. Contents of Bidding Document**

**6. Sections of Bidding Document**

- 6.1 The Bidding Document consist of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

**PART I Bidding Procedures**

Section 1 - Instructions to Bidders (ITB)  
 Section 2 - Bid Data Sheet (BDS)  
 Section 3 - Evaluation and Qualification Criteria (EQC)  
 Section 4 - Bidding Forms (BDF)  
 Section 5 - Eligible Countries (ELC)

**PART II Requirements**

Section 6 –Employer's Requirements (ERQ)

**PART III Conditions of Contract and Contract Forms**

Section 7 - General Conditions of Contract (GCC)  
 Section 8 - Particular Conditions of Contract (PCC)  
 Section 9 - Contract Forms (COF)

- 6.2 The Invitation for Bids (IFB) issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

**7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**

- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period given in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

### **C. Preparation of Bids**

**9. Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**10. Language of Bid**

- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents Comprising the Bid**

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.

11.2 The Technical Bid shall comprise the following:

- (a) Letter of Technical Bid;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19;
- (c) alternative Bids, at Bidder's option and if permissible, in accordance with ITB 13;
- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (e) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract;
- (f) Technical Proposal in accordance with ITB 16;
- (g) Any other document required in the BDS.

11.3 The Price Bid shall comprise the following:

- (a) Letter of Price Bid;
- (b) completed Price Schedules, in accordance with ITB 12 and ITB 14, or as stipulated in the BDS;
- (c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13;
- (d) Any other document required in the BDS.

11.4 In addition to the requirements under ITB 11.2, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.

**12. Letters of Bid and Schedules**

12.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested and as required in the BDS.

**13. Alternative Bids**

13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.

13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical

requirements shall be considered by the Employer.

- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Employer's Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).

#### **14. Bid Prices and Discounts**

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.
- 14.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.5 Unless otherwise provided in the BDS and the Conditions of Contract, the prices quoted by the Bidder shall be fixed. If the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Table(s) of Adjustment Data in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings.
- 14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all contracts are submitted and opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

#### **15. Currencies of Bid and Payment**

- 15.1 The currency(ies) of the Bid and payment shall be as specified in the BDS.

- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section 4, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.
- 16. Documents Comprising the Technical Proposal**
- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.
- 17. Documents Establishing the Qualifications of the Bidder**
- 17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).
- 17.2 Domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility in accordance with ITB 35.
- 18. Period of Validity of Bids**
- 18.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 28 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.
- 19. Bid Security/Bid-Securing Declaration**
- 19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid-Securing Declaration is executed.
- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee,
  - (b) an irrevocable letter of credit, or
  - (c) a cashier's or certified check,
- all from a reputable bank from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included

in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4 Unless otherwise specified in the BDS, any Bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.
- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the performance security pursuant to ITB 42.
- 19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required performance security.
- 19.7 The bid security may be forfeited or the Bid-Securing Declaration executed
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 18.2; or
  - (b) if the successful Bidder fails to
    - (i) sign the Contract in accordance with ITB 41;
    - (ii) furnish a performance security in accordance with ITB 42;
    - (iii) accept arithmetical corrections in accordance with ITB 33; or
    - (iv) furnish a domestic preference security, if applicable, in accordance with ITB 42.
- 19.8 The bid security or the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security or the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

## **20. Format and Signing of Bid**

- 20.1 The Bidder shall prepare one original set of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written



confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialed by the person signing the bid. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the prescribed period of receiving such a request shall cause the rejection of the Bid.

- 20.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## **D. Submission and Opening of Bids**

### **21. Sealing and Marking of Bids**

- 21.1 Bidders may always submit their Bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their Bids electronically. Procedures for submission, sealing, and marking are as follows:
- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID," "ORIGINAL - PRICE BID," and "COPY NO... - TECHNICAL BID," and "COPY NO.... - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative Bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 21.2 and ITB 21.3.
  - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 21.2 The inner and outer envelopes shall
- (a) bear the name and address of the Bidder;
  - (b) be addressed to the Employer as provided in BDS 22.1; and
  - (c) bear the specific identification of this bidding process indicated in the BDS 1.1.
- 21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 25.1.
- 21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 25.7.
- 21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

- 22. Deadline for Submission of Bids**
- 22.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Bids**
- 23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
  - (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.
- 25. Bid Opening**
- 25.1 The Employer shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.

- 25.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with ITB 25.1.
- 25.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
  - (b) whether there is a modification or substitution;
  - (c) the presence of a bid security or a Bid-Securing Declaration, if required; and
  - (d) any other details as the Employer may consider appropriate.
- Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 23.1.
- 25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.
- 25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.

25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.

25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

25.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the Bid Prices, including any discounts and alternative offers; and
- (d) any other details as the Employer may consider appropriate.

Only Price Bids, discounts, and alternative offers read out and recorded during the opening of Price Bids shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Price Bid and Schedules are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Price Bids.

25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum, the name of the Bidder, the Bid Price (per lot if applicable), any discounts, and alternative offers. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

## **E. Evaluation and Comparison of Bids**

### **26. Confidentiality**

26.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.

26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

### **27. Clarification of Bids**

27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any

Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.

27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

**28. Deviations, Reservations, and Omissions**

28.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

**29. Examination of Technical Bids**

29.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.

29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.

- (a) Letter of Technical Bid;
- (b) written confirmation of authorization to commit the Bidder;
- (c) Bid Security or Bid-Securing Declaration, if applicable; and
- (d) Technical Proposal in accordance with ITB 16.

**30. Responsiveness of Technical Bid**

30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

30.2 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
  - (ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

- 30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation, or omission.
- 30.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 31. Nonmaterial Nonconformities**
- 31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.
- 31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 32. Qualification of the Bidder**
- 32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1.
- 32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
- 33. Correction of Arithmetical Errors**
- 33.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- (a) Only for unit price contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
  - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total

shall be corrected.

(c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected.

(d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a), (b) and (c) above.

33.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its Bid shall be disqualified and its bid security may be forfeited or its Bid-Securing Declaration executed.

**34. Conversion to Single Currency**

34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

**35. Margin of Preference**

35.1 Unless otherwise specified in the BDS, a margin of preference shall not apply.

**36. Evaluation of Price Bids**

36.1 The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

36.2 To evaluate the Price Bid, the Employer shall consider the following:

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;
- (e) adjustment for nonconformities in accordance with ITB 31.3; and
- (f) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

36.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.

36.4 If this Bidding Document allows Bidders to quote separate prices for different contracts, and to award multiple contracts to a single Bidder, the methodology to determine the lowest evaluated price of the contract combinations, including any discounts offered in the Letter of Price Bid, is specified in Section 3 (Evaluation and Qualification Criteria).

36.5 If the Bid for an admeasurement contract, which results in the lowest Evaluated Bid Price, is seriously unbalanced, front loaded or substantially below updated estimates in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the performance security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

**37. Comparison of Bids**

37.1 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB 36.2.

**38. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**

38.1 The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

## **F. Award of Contract**

**39. Award Criteria**

39.1 The Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**40. Notification of Award**

40.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.

40.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding. The Employer will publish in an English language newspaper or well-known freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

40.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

**41. Signing of Contract**

41.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.

41.2 Within 28 days of receipt of the Contract Agreement, the successful



Bidder shall sign, date, and return it to the Employer.

**42. Performance Security**

- 42.1 Within 28 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, subject to ITB 36.5, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer.
- 42.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 42.3 The above provision shall also apply to the furnishing of a domestic preference security, if so required.

## Section 2 - Bid Data Sheet

### A. General

<b>ITB 1.1</b>	The number of the Invitation for Bids (IFB) is :CLC/01/2023-24
<b>ITB 1.1</b>	The Employer is: Public Works Department, Government of Himachal Pradesh, represented by Chief Engineer, Shimla Zone.
<b>ITB 1.1</b>	<p>The name of the bidding process is:Construction of City Livelihood Center at Govt. Industrial Training Institute, Jubbal Campus, Tehsil Jubbal, Distt. Shimla – 171205.</p> <p>The identification numberof the bidding process is:PWD/07R10</p> <p>The number and identification of lots comprising this bidding process is: One</p>
<b>ITB 2.1</b>	The Borrower is: India
<b>ITB 2.1</b>	<p>The name of the Project is: Himachal Pradesh Skill Development Project.</p> <p>Loan No: 3573 IND</p>

### B. Contents of Bidding Documents

<b>ITB 7.1</b>	<p>For <b><u>clarification purposes</u></b> only, the Employer's address is:</p> <p>Attention – Er.Balveer Singh Thakur,</p> <p>E.E Jubbal</p> <p>Himachal Pradesh Public Works Department (HPPWD)</p> <p>District Shimla – 171205</p> <p>Himachal Pradesh</p> <p>India</p> <p>Telephone/Fax: 01781– 252004</p> <p>E-mail address: ee-jub-hp@nic.in</p> <p>Requests for clarification should be received by the Employer no later than: 15 days prior to the deadline for submission of bids.</p> <p>Notwithstanding the provisions of ITB 7.1, the Employer shall only upload the Clarifications on the bidding document on the freely accessible domain of web portal <a href="http://www.hppwd.gov.in">www.hppwd.gov.in</a> instead of forwarding the copies to the bidders. Bidders are requested to keep themselves updated by regular checking.</p>
<b>ITB 7.4</b>	<p>A Pre-Bid meeting <u>shall</u> take place.</p> <p>Date: 20 July 2023</p> <p>Time: 11:00 hrs (IST)</p> <p>Place: Office of Executive Engineer</p> <p>E.E Jubbal</p>

	<p>Himachal Pradesh Public Works Department (HPPWD)</p> <p>District Shimla – 171205</p> <p>Himachal Pradesh, India</p> <p>A site visit will be facilitated by the Employer on the same day.</p>
<b>ITB 8.2</b>	<p>Notwithstanding the provisions of ITB 8.2, the Employer will promptly upload the addendum on the bidding document on the freely accessible domain of web portal <a href="http://www.hppwd.gov.in">www.hppwd.gov.in</a> instead of communication in writing to the bidders; Bidders are requested to keep themselves updated by regular checking.</p>

### C. Preparation of Bids

<b>ITB 10.1</b>	The language of the Bid is: English
<b>ITB 11.2 (g)</b>	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <ol style="list-style-type: none"> <li>1. The bidder or each member of Joint Venture/ Intended Joint Venture as the case may be, shall submit their PAN No. (Permanent Account Number) issued by the Department of Income Tax, Government of India with the photocopy of the PAN card;</li> </ol> <p>Should the bidder or each/any member of Joint Venture/ Intended Joint Venture has not been issued with such PAN No., the same shall be submitted before signing the Contract;</p> <ol style="list-style-type: none"> <li>2. If the bid or the Joint Venture Agreement/ Intent to enter into Joint Venture as the case may be, is signed by a person who is retired or relieved from the Government organization as a Gazetted or Non-Gazetted Officer within a period of two years preceding the deadline for the Bid submission, the bidder shall also submit a permission obtained from the organization last served by such person, allowing the person to do so.</li> </ol>
<b>ITB 11.3 (d)</b>	The Bidder shall submit with its Price Bid the following additional documents: <i>NIL</i>
<b>ITB 12.1</b>	The unit rates and figures entered into the Activity Schedule should be typewritten or if written by hand, must be in print form. Activity Schedule not presented accordingly may be considered nonresponsive.
<b>ITB 13.1</b>	Alternative bids <u>shall not be</u> permitted.
<b>ITB 13.2</b>	Alternative times for completion <u>shall not be</u> permitted.
<b>ITB 13.4</b>	Alternative technical solutions shall be permitted for the following parts of the Works: <u>Not applicable</u>
<b>ITB 14.5</b>	The prices quoted by the Bidders <u>shall be</u> subject to adjustment during the performance of the Contract.
<b>ITB 15.1</b>	The prices shall be quoted by the bidder and shall be paid in: <u>Indian National Rupee (INR)</u>
<b>ITB 18.1</b>	The bid validity period shall be <u>120</u> days.

<b>ITB 19.1</b>	The Bidder shall furnish a bid security in the amount of <u>Indian Rupees16.00.000</u> only.
<b>ITB 19.2</b>	Not Applicable.
<b>ITB 19.4</b>	Provision in ITB 19.4 shall prevail.
<b>ITB 20.1</b>	In addition to the original Bid, the number of copies is: <u>One</u>
<b>ITB 20.2</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p>A Power of Attorney (in original or duly notarized) stating the name, position held and signature of each person giving the authority, and the name, position and signature of the person authorized to sign the bid or Joint Venture Agreement/ Intent to Joint Venture as the case may be; or</p> <p>A Board resolution (original or duly notarized) in favour of the duly authorized representative of the bidder (or the member of the Joint Venture/ Intended Joint Venture) allowing him to sign the bid or Joint Venture Agreement/ Intent to Joint Venture as the case may be.</p>
<b>ITB 20.2</b>	The bidder shall submit and acceptable authorization within <u>14 days</u> .

#### **D. Submission and Opening of Bids**

<b>ITB 21.1</b>	Bidders <u>do not</u> have the option of submitting their Bids electronically.
<b>ITB 21.1 (b)</b>	If bidders shall have the option of submitting their Bids electronically, the electronic bidding submission procedures shall be: <u>Not Applicable</u> .
<b>ITB 22.1</b>	<p>For <b><u>bid submission purposes</u></b> only, the Employer's address is:</p> <p>Place: Office of Executive Engineer          Attention – Er.Balveer Singh Thakur,          E.E Jubbal          Himachal Pradesh Public Works Department (HPPWD)          District Shimla – 171205          Himachal Pradesh, India          Telephone/Fax: 01781– 252004          E-mail address: ee-jub-hp@nic.in</p> <p><b>The deadline for bid submission is:</b></p> <p>Date: 28 July 2023          Time: 11:00 hrs (IST)</p>
<b>ITB 25.1</b>	<p>The opening of the Technical Bid shall take place at:</p> <p>Place: Office of the Executive Engineer (Jubbal)          Himachal Pradesh Public Works Department (HPPWD)</p>

	District Shimla – 171205 Himachal Pradesh, India Date: 28July 2023 Time: 11:30 hrs (IST)
<b>ITB 25.1</b>	If electronic bid submission is permitted in accordance with ITB 21.1, the specific bid opening procedures shall be: <u>Not Applicable</u>
<b>ITB 25.5</b>	The Letter of Technical Bid shall be initialed by <u>three (3)</u> representatives of the Employer attending the Bid opening.
<b>ITB 25.10</b>	The Letter of Price Bid and Schedules shall be initialed by <u>three (3)</u> representatives of the Employer attending the Bid opening.
<b>ITB 29.2</b>	Insert the following items after (d): (e) Affidavit of true and correct information in original on a non-judicial stamp paper of INR 10/- and attested by Magistrate/ Sub-Judge/ Notary Public.

### E. Evaluation and Comparison of Bids

<b>ITB 34.1</b>	Not applicable.
<b>ITB 35.1</b>	A margin of preferences <u>shall not</u> apply.

## Section 3 - Evaluation and Qualification Criteria

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## 1. Evaluation

In addition to the criteria listed in ITB 36.2 (a) – (e), other relevant factors are as follows:

### 1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer's Requirements).

Non-compliance with equipment and personnel requirements described in Section 6 (Employer's Requirements) shall not normally be a ground for bid rejection, and such noncompliance will be subject to clarification during bid evaluation and rectification prior to contract award.

### 1.2 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows: *An alternative Completion Time shall not be permitted.*

### 1.3 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: *Technical alternatives shall not be permitted.*

### 1.4 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 36.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

Pursuant to ITB 31.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of bids.

### 1.5 Margin of Preference

If a margin of preference shall apply under ITB 35.1, the procedure will be as follows as: *a margin of preference shall not be allowed.*

### 1.6 Multiple Contracts

If the Works are grouped in multiple contracts and pursuant to ITB 36.4, the Employer shall evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least-cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts: *Not Applicable.*

## 2. Qualification

It is the legal entity or entities comprising the Bidder, and not the Bidder's parent companies, subsidiaries, or affiliates, that must satisfy the qualification criteria described below.

### 2.1 Eligibility

Criteria	Compliance Requirements			Documents
Requirement	Single Entity	Joint Venture		Submission Requirements
		All Partners Combined	Each Partner	One Partner

#### 2.1.1 Nationality

Nationality in accordance with ITB Subclause 4.2.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI –1; ELI –2 with attachments
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#### 2.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB Subclause 4.3.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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#### 2.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB Subclause 4.4.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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#### 2.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB Subclause 4.5.	must meet requirement	must meet requirement	must meet requirement	not applicable	Forms ELI -1, ELI - 2 with attachments
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#### 2.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a UN Security Council resolution in accordance with ITB Subclause 4.7.	must meet requirement	must meet requirement	must meet requirement	not applicable	Letter of Technical Bid
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## 2.2 Pending Litigation

Pending litigation and arbitration criterion shall not apply.

## 2.3 Financial Situation

### 2.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture		Submission Requirements	
		All Partners Combined	Each Partner		One Partner
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last <b>three (3)</b> years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year, calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN - 1 with attachments

### 2.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover of <b>INR 12.8 Crore</b> ,calculated as total certified (by Chartered Accountant) payments received for contracts in progress or completed, within the lastthree (3)years.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 40% of the requirement	Form FIN - 2

### 2.3.3 Financial Resources

If the bid evaluation process and the decision for the award of the Contract takes more than one (1) year from the date of bid submission, Bidders shall be asked to resubmit their current contract commitments and latest information on financial resources supported by latest audited accounts/audited financial statements, or if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, and the Bidders' financial capacity shall be reassessed on this basis.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
The Bidder must demonstrate that it has the financial resources to meet					
(a) its current contract commitments, as defined in FIN-4 (Total Financial Requirements for Current Contract Commitments), plus	must meet requirement	not applicable	must meet requirement for its own contractual commitments	not applicable	Form FIN - 4
(b) the requirements for the Subject Contract of <b>INR 80 Lakh</b>	must meet requirement	must meet requirement	must meet 25%	must meet 40%	Form FIN – 3 and Form FIN - 4

## 2.4 Construction Experience

### 2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation in at least one contract that has been successfully or substantially completed within the last <b>five years</b> and include pre-engineered material, Design and Construction of building work similar to the proposed works, where the value of the Bidder's participation exceeds <b>INR 4 Crore</b> . The similarity of the Bidder's participation shall be based on the physical size, nature of works, complexity, methods, technology or other characteristics as described in Section 6 (Employer's Requirements).	must meet requirement	not applicable	not applicable	must meet requirement	Form EXP -1

### 2.4.2 Construction Experience in Key Activities

(May be complied with by Specialist Subcontractors. Employer shall require evidence of subcontracting agreement from the Bidder. Specialist Subcontractor is a specialist enterprise engaged for highly specialized processes which cannot be provided by the main Contractor.)

**Table A – Design Experience**

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For the above or other contracts executed during the period stipulated in 2.4.1 above, a minimum construction experience in the following key activities:	must meet requirements	must meet requirements	not applicable	not applicable	Form EXP-2 A
Participation as contractor in at least 1 contract within in the last five years, that has	must meet requirements	must meet requirements			

<p>been successfully or are substantially completed, and that include Detailed Design and Construction of Building Works, where the value of the Bidder's participation exceeds <b>INR 2.6 Crore.</b></p> <p>The contractor should have design experience for designing of a building a similar nature of at least <b>750 Sq. Mtr.</b></p>					
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**Table B – Construction Experience**

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For the above or other contracts executed during the period stipulated in 2.4.1 above, a minimum construction experience in the following key activities:	must meet requirements	must meet requirements	not applicable	not applicable	Form EXP-2
Participation as contractor in at least 1 contract within in the last five years, that has been successfully or are substantially completed, and that include pre-engineered material, where the value of the Bidder's participation exceeds <b>INR 1.3 Crore.</b>	must meet requirements	must meet requirements			

# Section 4 - Bidding Forms

## Volume 1 (Technical Bid)

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## Letter of Technical Bid

### **-Note-**

*The bidder must accomplish the Letter of Technical Bid on its letterhead clearly showing the bidder's complete name and address.*

Date: .....

ICB/NCB No.: .....

Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to execute in conformity with the Bidding Documents the following Works: \_\_\_\_\_  
\_\_\_\_\_
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of . . . . . days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (e) We, including any Subcontractors or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (f) We are not participating, as a Bidder in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- (g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible by ADB, under the Employer's country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council.

- (h) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB4.5].<sup>1</sup>
- (i) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.
- (j) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date.....

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<sup>1</sup> Use one of the two options as appropriate.

## Affidavit of true and correct information

### To be submitted in original

*(NOTE: This affidavit should be on a non-judicial stamp paper of INR10/- and shall be attested by Magistrate/ Sub-Judge/ Notary Public)*

I, ..... (name of the authorised representative of the bidder) son/daughter of ..... resident of ..... (full address), aforesaid solemnly affirm and state as under:

1. I hereby certify that all the information furnished with the bid submitted in response to notice inviting bid number ..... date ..... issued by ..... (authority inviting bids) for ..... (name and identification of work) are true and correct.

2. \*I hereby certify that I have been authorised by ..... (the bidder) to sign on their behalf, the bid mentioned in paragraph 1 above.

Deponent

Place: .....

Date: .....

\* not applicable if the bidder is an individual and is signing the bid on his own behalf.



# Bid Security

## Bank Guarantee

*Bank's name, and address of issuing branch or office<sup>1</sup>*

**Beneficiary:** ..... *Name and address of employer* .....

**Date:** .....

**Bid Security No.:** .....

We have been informed that ..... *name of the bidder* ..... (hereinafter called "the Bidder") has submitted to you its bid dated ..... (hereinafter called "the Bid") for the execution of ..... *name of contract* ..... under Invitation for Bids No. .... ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we ..... *name of bank* ..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *amount in figures* ..... (..... *amount in words* ..... ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Letter of Technical Bid and Letter of Price Bid; or
- (b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB, or (iii) fails or refuses to furnish the domestic preference security, if required.

This guarantee will expire (a) if the Bidder is the successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the successful Bidder, or (ii) 28 days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

..... *Bank's seal and authorized signature(s)* .....

### -- Note --

*In case of a joint venture, the bid security must be in the name of all partners to the joint venture that submits the bid.*

<sup>1</sup> All italicized text is for use in preparing this form and shall be deleted from the final document.

# Technical Proposal

## Personnel

### Form PER – 1: Proposed Personnel

Bidder should provide the details of the proposed personnel and their experience record in the relevant Information Forms below for each candidate:

1.	Title of position*
	Name
2.	Title of position*
	Name
3.	Title of position*
	Name
4.	Title of position*
	Name
etc.	Title of position*
	Name

#### -- Note --

\* As listed in Section 6 (Employer's Requirements).

**Form PER – 2: Resume of Proposed Personnel**

The Bidder shall provide all the information requested below. Use one form for each position.

<b>Position</b>		
<b>Personnel information</b>	<b>Name</b>	<b>Date of birth</b>
	<b>Professional qualifications</b>	
<b>Present employment</b>	<b>Name of employer</b>	
	<b>Address of employer</b>	
	<b>Telephone</b>	<b>Contact (manager / personnel officer)</b>
	<b>Fax</b>	<b>E-mail</b>
	<b>Job title</b>	<b>Years with present employer</b>

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

<b>From</b>	<b>To</b>	<b>Company / Project / Position / Relevant Technical and Management Experience</b>

## Equipment

### Form EQU: Equipment

The Bidder shall provide adequate information and details to demonstrate clearly that it has the capability to meet the equipment requirements indicated in Section 6 (Employer's Requirements), using the Forms below. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

<b>Item of Equipment</b>		
<b>Equipment Information</b>	<b>Name of manufacturer</b>	<b>Model and power rating</b>
	<b>Capacity</b>	<b>Year of manufacture</b>
<b>Current Status</b>	<b>Current location</b>	
	<b>Details of current commitments</b>	
<b>Source</b>	<b>Indicate source of the equipment</b> <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

<b>Owner</b>	<b>Name of owner</b>	
	<b>Address of owner</b>	
	<b>Telephone</b>	<b>Contact name and title</b>
	<b>Fax</b>	<b>Telex</b>
<b>Agreements</b>	<b>Details of rental / lease / manufacture agreements specific to the project</b>	

## **Site Organization**

## **Method Statement**

**Each bidder should also submit samples of the materials (along with their test results) to be used for the work along with the methodology proposed in their technical proposal. All the material to be used on work shall be in conformity with the specifications referred to in the contract failing which the technical bid of the bidder will be cancelled/rejected and made technically non-responsive. Further, the bidder shall not be eligible for any claim or compensation on this account.**

## **Mobilization Schedule**

## **Construction Schedule**

## **Construction Schedule**

## **COVID-19 specific Site Health and Safety Management Plan**

## **Bidders Qualification**

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

**Form ELI - 1: Bidder's Information Sheet**

<b>Bidder's Information</b>	
<b>Bidder's legal name</b>	
<b>In case of Joint Venture, legal name of each partner</b>	
<b>Bidder's country of constitution</b>	
<b>Bidder's year of constitution</b>	
<b>Bidder's legal address in country of constitution</b>	
<b>Bidder's authorized representative</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<p><b>Attached are copies of the following documents.</b></p> <p><input type="checkbox"/> 1. In case of single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In case of Joint Venture, letter of intent to form Joint Venture or Joint Venture agreement, in accordance with ITB 4.1.</p> <p><input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5.</p>	

**Form ELI - 2: Joint Venture Information Sheet**

Each member of the Joint Venture and Specialist Subcontractor must fill out this form separately.

<b>Joint Venture / Specialist Subcontractor Information</b>	
<b>Bidder's legal name</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's legal name</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's country of constitution</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's year of constitution</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's legal address in country of constitution</b>	
<b>Joint Venture Partner's or Specialist Subcontractor's authorized representative information</b> (name, address, telephone numbers, fax numbers, e-mail address)	
<b>Attached are copies of the following documents.</b> <input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. <input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In the case of government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.	

Specialist Subcontractor is a specialist enterprise engaged for highly specialized processes that cannot be provided by the main Contractor.



**Form FIN - 1: Historical Financial Performance**

Each Bidder must fill out this form.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

Financial Data for Previous <u>three (3)</u> Years [INR]		
Year 1:	Year 2:	Year ____:

**Information from Balance Sheet**

Total Assets (TA)			
Total Liabilities (TL)			
NetWorth = TA – TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN-3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN-3.
-----------------------------	--	---

**Information from Income Statement**

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

- ☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three (3) years, as indicated above, complying with the following conditions.
- Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the financial situation of legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
  - Historical financial statements must be audited by a certified accountant.
  - Historical financial statements must be complete, including all notes to the financial statements.
  - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

**Form FIN - 2: Average Annual Construction Turnover**

Each Bidder must fill out this form.

The information supplied should be the Annual Construction Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to INR at the specified exchange rate.

In case of joint ventures, each Joint Venture Partner must fill out this form separately, and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

<b>Annual Turnover Data for the Last <u>three (3)</u> Years (Construction only)</b>			
<b>Year</b>	<b>Amount Currency</b>	<b>Exchange Rate</b>	<b>INR Equivalent</b>
<b>Average Annual Construction Turnover</b>			

**Form FIN – 3: Availability of Financial Resources**

Bidder must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by unutilized cash credit statements or overdraft facilities and others to meet the Bidder's financial requirements for

- (a) its current contract commitments, and
- (b) the subject contract.

In case of joint ventures, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

Financial Resources		
No.	Source of financing	Amount (INR)
1	Working Capital (to be taken from FIN-1)	
2	Unutilized Cash Credit/ Over draft facility <sup>a</sup>	
3	Other Financial Resources	
	Total Available Financial Resources	

<sup>a</sup> To be substantiated by a letter from the bank issuing the Cash Credit or Over draft facility.

**Form FIN- 4: Financial Resources Requirement**

Bidders (or each Joint Venture partner) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

In case of joint ventures, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner name below:

Joint Venture Partner: \_\_\_\_\_

<b>Current Contract Commitments</b>						
<b>No.</b>	<b>Name of Contract</b>	<b>Employer's Contact (Address, Tel, Fax)</b>	<b>Contract Completion Date</b>	<b>Outstanding Contract Value (X)</b>	<b>Remaining Contract Period in months (Y)</b>	<b>Monthly Financial Resources Requirement (X / Y)</b>
1						
2						
3						
4						
Total Monthly Financial Requirements for Current Contract Commitments						INR .....

**Form FIN - 5: Compliance Check of Financial Resources (Criterion 2.3.3 of Section 3)****Form FIN-5A: For Single Entities**

For Single Entities:	Total Available Financial Resources from FIN-3 (C)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN-4 (D)	Available Financial Resources net of CCC (C-D)	≥	Requirement
_____	_____	_____	_____	≥	100% of Requirement from Section 3 - 2.3.3(b)
(Name of Bidder)					

**Form FIN-5B: For Joint Ventures**

For Joint Ventures:	Total Available Financial Resources from FIN-3 (C)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN-4 (D)	Available Financial Resources net of CCC (C-D)	≥	Requirement
One Partner:					
_____	_____	_____		≥	B(%) of Requirement
(Name of Partner)					
Each (Other) Partner:					
_____	_____	_____		≥	A(%) of Requirement
(Name of Partner 1)					
_____	_____	_____		≥	A(%) of Requirement
(Name of Partner 2)					
_____	_____	_____		≥	A(%) of Requirement
(Name of Partner 3)					
All partners combined			Σ (C-D) <sup>b</sup> =	≥	100% of Requirement from Section 3 - 2.3.3(b)

Form FIN - 5 is made available for use by the bidder as a self-assessment tool, and by the employer as evaluation work sheet, to determine compliance with financial resources.

<sup>a</sup> Requirement for the subject contract is defined in Criterion 2.3.3(b) of Section 3. Value A is the required percentage of the subject contract, which each partner must meet; and value B is the required percentage of the subject contract, which one partner must meet. A and B values are defined in Criterion 2.3.3 of Section 3 (Evaluation and Qualification Criteria).

<sup>b</sup> Σ (C - D) = sum of available financial resources net of current contract commitments (CCC) for all partners.

**Form EXP – 1: Contracts of Similar Size and Nature**

Fill up one (1) form per contract.

<b>Contract of Similar Size and Nature</b>		
<b>Contract No . . . . . of . . . . .</b>	<b>Contract Identification</b>	
<b>Award Date</b>		<b>Completion Date</b>
<b>Total Contract Amount</b>	<b>US\$</b>	
<b>If partner in a Joint Venture or subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer's Name Address Telephone/Fax Number E-mail</b>		
<b>Description of the similarity in accordance with Criterion 2.4.1 of Section 3</b>		

**Form EXP - 2: Construction Experience in Key Activities**

Fill up one (1) form per contract.

<b>Contract with Similar Key Activities</b>		
<b>Contract No . . . . . of . . . . .</b>	<b>Contract Identification</b>	
<b>Award Date</b>		<b>Completion Date</b>
<b>Total Contract Amount</b>	<b>US\$</b>	
<b>If partner in a Joint Venture or subcontractor, specify participation of total contract amount</b>	<b>Percent of Total</b>	<b>Amount</b>
<b>Employer's Name Address Telephone Number Fax Number E-mail</b>		
<b>Description of the key activities in accordance with Criterion 2.4.2 of Section 3</b>		

## **Schedules**

**Table(s) of Adjustment Data**

**Not Applicable**



## Activity Schedule

### [Schedules of Prices – Lump Sum Contract]

The Employer has indicated below the list of major activities comprising the works consistent with the description of works, drawings and specifications in Section 6 (Employer's Requirements). Each work has been described in sufficient details to provide a clear guidance to Bidders with respect to the type of works, their scope and complexity and compliance with the required standards.

Bidders are required to enter the prices against each work item on a lump sum basis. Work items against which no lump sum price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by other work items against which the lump sum prices were entered. The sum of prices entered against each work item will represent the total bid price.

The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the Activity Schedule, and where no Items are provided, the cost shall be deemed to be distributed among the Amounts for the related Items of Work. It should be noted that the cost of work shall include compliance with the Environmental Management Plan (EMP), as well as the Environmental Monitoring Plan for all items of works including related provisions mentioned elsewhere in the contract and mainly consist of jobs as details below –

- i. Detailed survey of site of work and to make detailed contour plan, cross section of site including clearances of site from all hindrances for the purpose of surveying work. The survey sheet to be get approved from the employer.
- ii. Preparation of concept drawings along with 3 D presentation of project as per scope of work mentioned in the bid document for approval from the client department and user department (HPKVN and DoLE). The proposed type of construction for the building of this project is pre-engineered type structures consists of RCC Sub-base/sub structure with super-structure construction having structural steel/MS Tubular/ MS Hollow section members in main structure components and LGSF member construction in partition wall, roof truss, floor base, etc having RCC slab on each floor.
- iii. Check the feasibility of concept drawings at site dully get approved from the employer.
- iv. Preparation of detailed working drawings including all trade coordination drawings showing details specification of all material along with 3 D Presentation on the basis of approved concept drawings for execution of work to get approved from the Employer, client department & HPKVN and finally from local body concerned of the area. The detailed working drawings shall elaborate all provisions such as internal furniture layout, temporary barricading along with safety signages, approach road including pedestrian paths, car parking, water drainage system, road marking and signages, site development, structural member detail, walls, floors, roof, water supply & sanitary installation, fix furniture such as internal almirahs/ cup-boards/wardrobes, kitchen cabinets etc, rain water harvesting system & recharge wells including tanks of required capacity, external main water supply lines, sewerage lines, septic tank, overhead and underground tanks of required capacity, minimum 1 number borewells, boundary wall, landscaping of complete campus along with vegetation, plantation and providing sitting benches etc, solar water heater and solar panels, transformer including supply of power, HT and LT panels, caballing, DG sets, external lighting, fire detection/fire alarm, fire-fighting system including water tanks of required capacity, air conditioning in selected areas, CCTV, LAN and networking, Online time lapse camera with internet based live monitoring during entire project duration, audio visual & sound reinforcement system along with all other Miscellaneous Items required for the successful completion of project.
- v. Soil Investigation of site of work by boring method by drilling bores as approved by the employer and report to be get approved from any Indian Institute of Technology and final approval from the employer.
- vi. Detailed structural design, drawings along with soft copy of calculations on the basis of approved working drawings to be get approved from any Indian Institute of Technology and final approval from the employer.

- vii. Temporary barricading of site on all its boundary as per approved working drawings before starting of construction of work in such a manner that client approved advertisements can be displayed.
- viii. Fix signages and to adopt all safety measures at site of work before start of execution and during the execution of work till completion of project.
- ix. Execution of point as per approved Architectural working drawings and structural drawings and scope of work mentioned in the bid document to the entire satisfaction of employer.
- x. Approval of work from the employer, client department and HPKVN after completion of work.
- xi. Submission of project closure dossier including as Built Drawings of each and every component of work, Operation and Maintenance Manuals, Quality Records etc. after completion of work. This condition will be essential for releasing the performance security.

The following table mentions broad scope stages of the work; however, these can be further broken down by the project manager for certification of payments due to the contractor.

Heads and Sub Heads	Item of Work	Area (sq.m)	Rate in Rs. Per sqm	Cost in Rupees
1.0	<b>Model Career Center</b>			
	Total Built-up area in sq m including circulation area	1424		
	Amount in words			

**Signature of the Bidder**

### Stage wise percentage of Payment

The contractor is bound to carry out each and every component of the project as depicted in the bidding document however he will quote lump-sum rate in per sq. meter of built-up area of the structures to be constructed in the project. The quoted rates shall include internal furniture layout, temporary barricading along with safety signages, approach road including pedestrian paths, car parking, water drainage system, road marking and signages, site development, structural member detail, walls, floors, roof, water supply & sanitary installation, fix furniture such as internal almirahs/ cup-boards/wardrobes, kitchen cabinets etc, rain water harvesting system & recharge wells including tanks of required capacity, external main water supply lines, sewerage lines, septic tank, overhead and underground tanks of required capacity, minimum 1 number borewells, boundary wall, landscaping of complete campus along with vegetation, plantation and providing sitting benches etc, solar water heater and solar panels, transformer including supply of power, HT and LT panels, caballing, DG sets, external lighting, fire detection/fire alarm, fire-fighting system including water tanks of required capacity, air conditioning in selected areas,, CCTV, LAN and networking, Online time lapse camera with internet based live monitoring during entire project duration, audio visual & sound reinforcement system along with all other Miscellaneous Items required for the successful completion of project according to section 6 and nothing shall be paid extra for any activity mentioned in the bidding document. The contractor should consider all the factors in his financial bid including the terrain and cold weather conditions in a manner that work is completed in stipulated period of 15 months.

**The payment schedule shall remain as under: -**

Sr. No.	Activity	Percentage of Payment	Remarks
1.	Final Approval of Architectural and Structural design and drawings including from local bodies etc.	5% of total project cost	The working drawings for detailing of component of building shall be issued by the concerned architect with the progress of work as defined in baseline program.
2.	Work Completed upto plinth level	12% of total cost	
3.	Structural work of ground floor completed	7.5% of total cost	
4.	Structural work of First floor completed	7.5% of total cost	
5.	Structural work of Second floor completed	7.5% of total cost	
6.	Structural work of Third floor completed	7.5% of total cost	
7.	Structural work completed upto Roof Level	10% of total cost	
8.	Completion of walls including plaster/approved treatment and flooring	6% of total cost	

Sr. No.	Activity	Percentage of Payment	Remarks
9.	Completion of fix furniture such as internal almirahs/ cup-boards/wardrobes, kitchen cabinets external/internal wall and ceiling finishes	12% of total cost	
10.	Completion of all provisions in addition to the structures / Building as per scope of work mentioned in the bidding document	20% of total project cost	
11.	Completion of project to the satisfaction of Engineer-in-Charge and Authorized committee	5% of total project cost	
	<b>Total</b>	<b>100%</b>	

# Himachal Pradesh Skill Development Project.

## Loan No: 3573 IND

## Procurement of Works

### Single-Stage: Two-Envelope Bidding Procedure

### Bidding Document for Procurement of

Construction of City Livelihood Center at Govt. Industrial Training Institute, Jubbal Campus, Tehsil Jubbal, Distt. Shimla(Sh-Detail Design and its approval from any Indian Institute of Technology ,and competent authorities of HPPWD design department, supply ,installatin, testing and commissioning of pre Engineered building including construction of RCC Frame structure upto plinth level and super structure with light Gauge steel Framed for walls and trusses as per approved design complete in all respect including all finishing work , site development i.e retaining and breast structure ,W.S & S.I , E.I septic tank ,Vermiculture pit , rainwater harvesting tank & underground water recharging tank / pit , boundry wall gate , air conditioning with humidity control(Hot & cold) , CCTV & access control , indoor /outdoor transformer,HT & LT panel , Cabling ,DG set ,Fire-Fighting system, fire alarm system,land scaping , Enviroment management, safty measure and other miscellaneous item etc. as per drawing and specification including cost of all materials, labour,taxes, transportation ,tool and Plant etc required for this work with all lead and lift and other incidental charges complete in all respect and to entire satisfaction of Engineer in Charge.

## Volume 2 (Price Bid)

Issued on: 30 June 2023

Invitation for Bids No.:CLC/01/2023-24

NCB No.:PWD/07R10

Employer: **Public Works Department, Government of Himachal Pradesh, represented by Chief Engineer, Shimla Zone, Shimla (HP)**

Country: India

## **Section 4 - Bidding Forms**

### **Volume 2 (Price Bid)**

#### **Table of Forms**

<b>Letter of Price Bid .....</b>	<b>4-3</b>
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Schedule of Payment Currencies .....	4-23
Bill of Quantities.....	4-26

## Letter of Price Bid

**-Note-**

The bidder must accomplish the Letter of Price Bid on its letterhead clearly showing the bidder's complete name and address.

Date: .....

ICB/NCB No.: .....

Invitation for Bid No.: .....

To:.....

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.

(b) We offer to execute in conformity with the Bidding Documents the following Works: \_\_\_\_\_

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]

*The total bid price from the Summary of Bill of Quantities for admeasurement contracts or Activity Schedule for lump sum contracts should be entered by the bidder inside this box. The amount should be inclusive of all taxes including GST and nothing extra will be paid on this account.*

*Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.*

(d) The discounts offered and the methodology for their application are as follows: \_\_\_\_\_

(e) Our Bid shall be valid for a period of . . . . . days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(f) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.

- (g) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: <sup>1</sup>

Name of Recipient	Address	Reason	Amount
.....	.....	.....	.....
.....	.....	.....	.....

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name .....

In the capacity of .....

Signed .....

Duly authorized to sign the Bid for and on behalf of .....

Date .....

<sup>1</sup> If none has been paid or is to be paid, indicate "None".



## Section 5 - Eligible Countries

This section contains the list of eligible countries.

1. Afghanistan
2. Armenia
3. Australia
4. Austria
5. Azerbaijan
6. Bangladesh
7. Belgium
8. Bhutan
9. Brunei Darussalam
10. Cambodia
11. Canada
12. People's Republic of China
13. Cook Islands
14. Denmark
15. Fiji
16. Finland
17. France
18. Georgia
19. Germany
20. Hong Kong, China
21. India
22. Indonesia
23. Ireland
24. Italy
25. Japan
26. Kazakhstan
27. Kiribati
28. Republic of Korea
29. Kyrgyz Republic
30. Lao PDR
31. Luxembourg
32. Malaysia
33. Maldives

34. Marshall Islands
35. Federated States of Micronesia
36. Mongolia
37. Myanmar
38. Nauru
39. Nepal
40. Netherlands
41. New Zealand
42. Niue
43. Norway
44. Pakistan
45. Palau
46. Papua New Guinea
47. Philippines
48. Portugal
49. Samoa
50. Singapore
51. Solomon Islands
52. Spain
53. Sri Lanka
54. Sweden
55. Switzerland
56. Taipei, China
57. Tajikistan
58. Thailand
59. Timor-Leste
60. Tonga
61. Turkey
62. Turkmenistan
63. Tuvalu
64. United Kingdom
65. United States
66. Uzbekistan
67. Vanuatu
68. Viet Nam

## **Section 6 - Employer's Requirements**

This Section contains the Specifications, Drawings, Supplementary Information that describe the Works to be procured, Personnel Requirements, and Equipment Requirements.

### **Table of Contents**

Specifications	2
B - Schedule of Building finishes.	10
Technical Specifications	17
Supplementary Information	27
Personnel Requirements	28
Equipment Requirements	29

## Specifications

**(Each page shall be signed and sealed by the Bidder)**

**Name of Work** – Detail Design and its approval from any Indian Institute of Technology ,and competent authorities of HPPWD design department, supply ,installatin, testing and commissioning of pre Engineered building including construction of RCC Frame structure upto plinth level and super structure with light Gauge steel Framed for walls and trusses as per approved design complete in all respect including all finishing work , site development i.e retaining and breast structure ,W.S & S.I , E.I septic tank ,Vermiculture pit , rainwater harvesting tank & underground water recharging tank / pit , boundry wall gate , air conditioning with humidity control(Hot & cold) , CCTV & access control , indoor /outdoor transformer,HT & LT panel , Cabling ,DG set ,Fire-Fighting system, fire alarm system,land scaping , Enviroment management, safty measure and other miscellaneous item etc. as per drawing and specification including cost of all materials, labour,taxes, transportation ,tool and Plant etc required for this work with all lead and lift and other incidental charges complete in all respect and to entire satisfaction of Engineer in Charge.

**Location** – The site is located within the Industrial Training Institute, Jubbal campus, approx. 100m from State Highway No. 10, within ITI campus plot Khasra No 427 (Approx. 810 Sqm).

**Supervising Authority** – Executive Engineer, Himachal Pradesh Public Works Department (HPPWD) Jubbal Division (Email id: ee-jub-hp@nic.in)

**Quality Assurance Consultants** – QA firm has been deployed under HP Skill Development Project to monitor the QA issues of the project and visit the project site from time to time and shall report to HPKVN. In addition, project Management consultancy firm and monitoring & evaluation firm may also visit site for evaluation of progress and work-related meetings. The contractor shall extend all the support to them in the relevant issues during the entire construction duration till documentary closure of the project.

### Scope of Work:

Whether mentioned specifically or not, work activities mentioned in the name of work&activity schedule of this document will be construed as scope of work also.General details of scope are being mentioned herein section 6:

- i. Detailed topographic survey of site for architectural & structural design.
- ii. Detailed soil investigation by boring method for structural design.
- iii. Preparation of at least three Architectural Design options (with plans, elevations, sections and typical working details) with 3D viewsas per topographic survey and getting one of them approved from design committee / competent authority (as applicable) with in first two months from the award of the contract.*The contractor to put his best efforts for innovative architectural design in a manner that design is efficiently done fulfilling all the statutory norms as well as the overall designed built-up area (payable area) is within the specified limits.* It is to be noted that a connecting bridge is to be constructed at +2 level, for connection of new building with existing buildings as per the site feasibility and employer's requirements. A tentative scheme has been shown in the indicative drawings, actual connection feasibility to be detailed out during the design stage.
- iv. Getting Local bodies' approval viz. TCP etc. and other statutory departments such as Fire, PCB etc.
- v. Preparation of Structural Design&getting it vetted from IIT (Indian Institute of Technology), and competent authorities of HPPWD design department before implementation at site.
- vi. Preparation of MEP (Mechanical, Electrical & Plumbing) design including elevator system, integrating it with architectural and structural design, getting it approved from competent authorities from HPPWD Electro-Mechanical department. Production and approval of detailed MEP working drawings for construction.
- vii. Development of detailed specification sheet for the materials to be used as per tender document, method statement& getting approved from HPPWD authorities for each and every activity.
- viii. Production of detailed architectural, structural and MEP (Mechanical, Electrical and Plumbing) working drawings (including air conditioning works) and getting it approved from HPPWD competent authorities.

- ix. Preparation of detailed baseline level 5 work program with suitable computerized program viz. MS Projects with resources loading and S-Curve to be submitted and updated as per timeline mentioned in particular condition of the contract. Preparation of monitoring reports every month with bottlenecks and scheme to catch up lost time as time is the essence of the contract.
- x. Proposing and getting approved formally from competent authorities, the material samples, well in advance, at least 3 months ahead of the planned execution of a particular activity, in accordance with the specifications.
- xi. Development of Site (i.e., levelling of plot and construction of retaining structures, etc.). Construction of boundary wall / chain link fencing (as per approved design & length) and gates including main gate.
- xii. Getting the facility / factory approved for pre-engineered components production from competent authorities as mentioned in the contract. Construction of building with pre-engineered structure (i.e., combination of RCC (Footing portion and other places wherever necessary), supply and installation of structural steel frame, LGSF components).
- xiii. Design, providing and installation of façade system, internal partitioning and finishing system, paint system, GRC elements, murals as per design. Providing and installation of Joinery work complete with all fittings, fixtures and accessories. Design, providing and construction of floor and ceiling system with prior approval from the client.
- xiv. Design, providing & Installation of Water Supply & Sanitary Items & fixtures, internal / external WS and drainage network, septic tank / STP (as applicable as per statutory requirements), underground and overhead water tanks, rainwater harvesting tank, fire tank & underground water recharging tank/ pit etc.
- xv. Design, providing & Installation of internal & external electrical network including, transformer, DG Set of appropriate capacity according to load requirements (temporary power provision) yard lighting system, HT & LT panels, Cabling, fittings, and fixtures complete. Contractor to plan for source of supply of water and power. In case, if adequate water supply is not available, bore wells to meet the water demand are included in the scope. The cost of providing installations is to be included in the contract price. Necessary administrative support to be given by client departments.
- xvi. Design, providing and installation of air conditioning system (Hot & Cold) in selected areas with prior approval from electrical wing of HPPWD.
- xvii. Design, providing and installation of fire protection system for structural components, fire alarm and Fire-fighting system as per NBC norms.
- xviii. Design, providing and installation of CCTV, Intercom, internet cabling and related network and getting the details approved.
- xix. Design, providing and installation of solar water heating system and installation of related water supply lines and support system.
- xx. Design and construction / execution of Landscaping work including hardscaping, sitting benches, flower beds, Krebs, providing fertile soil, plantation with maintenance up to survival within project period complete.
- xxi. Environment management as per Environmental management plan, safety measures and other miscellaneous item etc. as per scope of work.
- xxii. Providing temporary site barricading as per local body norms, following safety procedures during construction as per standard best practices viz. providing safety gear, proper safety supervision, safety signages, safety training to the workforce as per requirements.
- xxiii. All the works cost shall be inclusive of statutory taxation.

### Milestones

Milestones No. 1 - Completion of Architectural Design (Including Plans, Façade, elevations, sections and 3D perspective rendered options). **60 Days from the award date of the contract**

Milestone No. 2 - Completion, Vetting and Approval of Structural Design with working Drawings. **90 Days from the award Date of the Contract**

Milestone No. 3 – Completion of Building in all respects including finishing and handing over. **Completion Date as mentioned in the Particular Conditions of the Contract as Per the following table. (for remaining period i.e. 12 month )**

- a) 1/8<sup>th</sup> of the value of entire contract work up to 1/4<sup>th</sup> of the period allowed for completion of construction
- b) 3/8<sup>th</sup> of the value of entire contract work up to 1/2 of the period allowed for completion of construction

- c) 3/4<sup>th</sup> of the value of entire contract work up to 3/4<sup>th</sup> of the period allowed for completion of construction
- d) Entire work complete in all respect including handing over by the full period allowed for construction .

Contractor to put all the efforts to meet the individual milestone targets, failing which 0.1% per day delay penalty will be applied, subject to a maximum of 1.5% of contract amount for Milestones 1 & 2 each and maximum overall limit of 10% for overall completion of the project i.e., delays in Milestone No. 3.

#### A. Design

**Architectural Design** - Architectural detailed drawings showing standard details of civil and architectural works duly approved by local approving authority; including but not limited to Mechanical-Electrical-Plumbing (MEP), Sewer line, rain water harvesting, air conditioning in selected areas, CCTV, fire detection and protection systems, fire protection of pre-engineered structure as per NBC norms, elevator system, source and supply of power, yard lighting, fire detection and protection system, landscaping & hardscaping, area planning during construction w.r.t. material storage, labour huts and traffic movement, main water supply connection, building approach road etc. duly approved by Employer, HPPWD and user department.

**Before proceeding with Architectural Conceptual/detailed design, contractor should arrange a detailed kick-off meeting involving HPPWD discipline representatives, user (if allocated), MEP designer, structural designer, official representative from IIT and QA consultants in order to clarify and agree upon the design requirements and methodology keeping in mind the contract period, in coordination with other services and Architectural design. The contractor shall strictly follow the mentioned procedure, failing which responsibility and consequences of delay shall be with the contractor. Immediately after the award of work, Contractor shall deploy a project manager with competence in design coordination works, who shall ensure coordination with physical presence with all departments and designers and ensure that design works gets completed within the specified timeframe. Contractor to note that time is essence of the contract and penalty for delay shall be applicable specified elsewhere in these conditions.**

##### A.1 Brief for Architectural Design

- The architectural design shall be carried out to meet the requirements specified in this document as stated in the Schedule of Areas, Table A1.
- The architectural design should conform to local hill architecture styles as well as local weather conditions with minimal disturbance to site topography.
- The architectural design of the building shall provide sustainability policies to promote sustainable design and operation of campus functions; it shall:
  - a) Maximize the utilization of ecological potential of the site in land use, energy, and resources generation.
  - b) Minimize energy and resource consumption.
  - c) Protect, harvest and conserve water.
  - d) Minimize waste.
  - e) Use environmentally friendly products and materials.
  - f) Enhance indoor environmental quality.
- Climate considerations shall be paramount in the design of building, ensuring maximum ventilation and allowing the sun to heat the inside spaces in winters with appropriate design of sunshades.
  - a) The designs of stairs and corridors especially shall be such that no rainwater enters them, and sunshades, drop walls and recessed openings shall be used to ensure this. Antiskid strips should be used for safety against slipping hazards. The stairs should be enabled with PwD features.
  - b) Use of any material should not violate law of land and legal compliance should be adhered to.
- The Architectural design shall also provide for Barrier Free access for Persons with Disabilities (PwD), and shall cater to but not limited to
  - a) Parking for differently abled, near the entrance of the buildings.

- b) Ramps for easy access to the ground floor.
- c) Handicapped toilets
- d) Lift to access all floor levels.
- e) Tactile flooring and Signage's

For fulfilling all the above provisions, the contractor's quoted cost shall be deemed to be including cost of all such factors.

**TABLE A1****CLC JUBBAL**

S.No	FUNCTION	USERS	AREA (SQM)	REMARKS
<b>GROUND FLOOR`</b>				
1	Reception		40	
2	Workshop 1		100	
3	Workshop 2		50	
4	Washrooms M/F/DAP		23	Common for visitors/students
5	Canteen		24	
6	<i>Circulation Area</i>		87	
	<b><i>TOTAL for Ground Floor</i></b>		<b>324</b>	
<b>FIRST FLOOR</b>				
7	Principal Office		30	With Washroom+Pantry
8	Main Office	1+8	75	Cabin for superintendent + open office for clerical staff
9	Group Instructor Office		20	
10	Conference Room	30	40	
11	Washrooms M/F/DAP		18	As per standards
12	<i>Circulation Area</i>		92	
	<b><i>TOTAL for First Floor</i></b>		<b>275</b>	
<b>SECOND FLOOR`</b>				
13	Workshop 3		60	
14	Classroom 1		35	
15	Classroom 1		35	
16	Classroom 2		25	
17	Storeroom		15	
18	Washrooms M/F/DAP		18	As per standards

S.No	FUNCTION	USERS	AREA (SQM)	REMARKS
19	Circulation Area		87+50	Including the connecting bridge
	<b>TOTAL for Second Floor</b>		<b>325</b>	
<b>THIRD FLOOR`</b>				
20	IT Room		35	
21	Library		100	
22	Future Expansion		25	
23	Washrooms M/F/DAP		18	
24	Circulation Area		72	
	<b>TOTAL for Third Floor</b>		<b>250</b>	
<b>FOURTH FLOOR`</b>				
25	Multipurpose Hall		175	
26	Circulation Area		75	
	<b>TOTAL for Fourth Floor</b>		<b>250</b>	
	<b>Overall Total for all the Floors Including circulation</b>		<b>1424 Sqm</b>	<b>(324+275+325+250+250)</b>

#### A.1.1 Design requirements for CLC Jubbal

- The designs for CLC Jubbal shall preferably be provided for a Ground plus 4 storied building plus roof, lift room and overhead water tanks in closed area. Top floor is earmarked for multipurpose hall; contractor to ensure that minimum floor to ceiling (False ceiling) height of this floor should be 4 meters.
- Parking should be catered for in the setback areas / area designated by ITI authorities.
- Plinth level of Buildings will be determined on the basis of the existing contours, adjacent road and drainage levels and care should be taken to maintain the profile of the land with minimum cutting and filling.
- The building shall have 2 entrances, one formal entrance and one for emergency exits.
- Minimum corridor width as per NBC norms / bye laws; whichever is more. Width should be adequate for access for PwD (persons with disabilities).
- Recessed niches / service ducts shall be provided with electric supply, water and drainage for installation of drinking water dispenser.
- The building shall be provided with disabled access as per latest MHRD norms. If required passenger lifts as per the NBC prescribed standard for the estimated passenger numbers as per the floor areas, of 1.5m/s speed and with Automatic Rescue device shall be catered for to access all areas of the building.
- Unless specified, floor to floor height shall be 3.6m for labs, with clear 2.9m under beams.
- It should be ensured that the roof and wet areas are made leakproof with a guarantee for at least 10 years with appropriate latest technology.
- The building roof should be able to withstand snow load as per maximum snowfall intensity and snow cover in the region. Properly structurally designed Snow guards to be provided.



- k) The water and drainage pipes should be sufficiently insulated with suitable material to prevent the freezing of water inside during winters.
- l) Contractors may explore the roofing system appropriate for the climate of the region. Roofing must look attractive, with different elevational elements viz. gables etc.
- m) Provision of fire escape staircase and all norms as per NBC for fire safety regulations to be adhered to.
- n) Connecting bridge at appropriate level as per owner requirements of approx. area of 50 Sqm.
- o) The no. of units of various type of installation /systems shall be complete with all accessories and with proper final functionality so that particular facility can be put to use. Irrespective of the fact that whether small parts are specifically mentioned or not entire system should be fully functional and cost is deemed to be included in quoted bid price.

#### **A.1.2 Aesthetic Considerations and use of traditional architectural elements**

- a) Water supply, rainwater and drainage stacks shall be concealed in masonry pipe shafts, with inspection panels on each floor, which shall be covered with openable &aesthetically designed covers/ GRC Jali.
- b) No balcony/part roof, canopy shall drain through spouts, and shall have rainwater pipes of adequate diameter.
- c) It is desirable that the buildings reflect the cultural and architectural traditions of the region.

#### **A.1.3 Approval of all designs and drawings.**

The Contractor shall be required to submit all architectural design documents and detailed drawings duly approved by the client department, HPKVN and competent authority /committee appointed for this purpose and shall incorporate such modifications as are admissible within the terms stated above in Section 6: Employer's Requirements. The approval by the Employer, however, does neither limit nor dilute the primary responsibility of the Contractor in all matters pertaining to the design and construction.

### **A.2 Structural Design**

The contractor shall carry out structural design compliant to the requirements of architectural and various services design. The contractor shall produce the detailed design document including but not limited to detailed calculations of structural analysis in compliance to earthquake zone of the location, Indian standard codes of practices, National Building Code etc. The contractor shall also take approval from HPPWD regarding codal compliance before proceeding with the design. Before proceeding with the structural design, the contractor shall submit for approval to the supervising authority, a complete design specifications document.

Brief specifications are mentioned in this contract document. The contractor shall develop the detailed specifications for each of the components of the project work including all the services, landscaping, and area development. These specifications shall mention all the technical details, applicable area, list of material involved, list of manufactures, applicable codes and standards detailed work procedures, MSDS and other safety data. If the specifications are not available in this document, the contractor shall prepare the specifications and get it approved from competent authorities.

The contractor shall also produce Structural drawings showing complete details including but not limited to each and every structural component regarding reinforcement, grade of concrete, size of each component, sectional details at every important location, fire protection details, in line with various services drawings in a manner that all constructible details are mentioned in the drawings with detailed notes. Contractor shall also produce all trade coordination drawings for embedment of inserts, conduits, openings, in the structural components in a manner that the structural safety of all the structural components is adequate for overall safety of the building. These drawings should be duly approved by any IIT and finally approved by the Employer, HPPWD before construction.

**Before proceeding with structural design, contractor should arrange a detailed kick-off meeting involving HPPWD, user (if allocated), official representative from IIT and QA consultants in order**

**to clarify and agree upon the design requirements and methodology in coordination with other services and Architectural design.**

### **A.3 Construction**

Construction at site as per approved Architectural and Structural drawings, specifications and HSE requirements as per ADB and HPPWD norms.

The contractor shall be required to fulfil following requirements in relation to project construction work before, during and after the construction of building as follows -

- The contract management of the entire construction work shall proceed in accordance with the general and particular conditions of the contract.
- Under the HP Skill Development Project funded by Asian Development Bank, HPKVN has employed QA consultancy firm for checking the implementation of QA systems in the project to support HPPWD. The representative of the QA consultant shall visit the site from time to time and submit the observation report to HPKVN and HPPWD for further compliance.
- It is imperative for the contractor to deploy a well-qualified planning engineer, quantity surveyor, Quality Assurance engineer and safety professional, who are well versed with planning, quality and HSE processes and documentation, before the start of the construction work. QA & HSE professionals shall be reporting to contractors administratively only. For all technical & HSE matters, they will take directions from the supervision authority. The Employer reserves the right to deduct the proportionate amount due to non-deployment of professional staff especially project manager, quality control engineer and planner etc. In addition employer can levy the additional penalty (other than the liquidated damages) for additional cost incurred to get the relevant work executed through external professional agency. The contractor will be bound to accept the outputs of such external agency for implementation in the contract works.
- The contractor shall provide, for the entire construction duration, a well-equipped office facility for client, supervision authority, QA consultant deployed by HPKVN, with proper ventilation, climate control, furniture and document storage facility. The cost of such a facility shall be deemed to have been included in the contract price. In case of non-provision of the facility, the supervision authority shall arrange the facility and deduct from the payments due to the contractor.
- The contractor shall submit the detailed resource loaded construction plan in the form of a bar chart suitably made with approved computer software (minimum latest version of MS Projects) capable of showing progress bars, S- Curve, cash flow, resource planning etc.
- The contractor shall submit a detailed quality assurance plan with project execution methodology, HSE plan for the approval of supervising authority. The quality assurance plan must consist of a list of method statements for each work component, inclusive of all the services. The detailed method statement shall consist of purpose, scope, applicable drawings, specifications and codes, resources to be deployed (Material, manpower, tools and equipment), detailed work procedure, HIRA (Hazard identification and risk analysis) and applicable checklists. The method statement shall have to be got approved from the supervising authority before the actual construction of a particular component of the project. Contractor shall also submit Inspection and test plan, according to which he will carry out tests of all items of the work and submit the documentary proofs every month.
- The contractor shall submit the Material Inspection Report (MIR) as per the approved format along with all necessary test reports as per the frequency prescribed in relevant codes of practices, shelf life, storage conditions and recommendations from the manufacturer. The contractor shall get the material approved from the supervising authority before the use of the material for construction purposes.
- The construction of each component of the project shall not proceed without prior approval of approving authority. The contractor shall be submitting "Request for Inspection" (RFI) to the supervision authority. The format of the RFI shall be approved by the supervision authority/ QA consultants. The request for inspection shall be accompanied with various construction checklists as per the particular component of work.
- The contractor shall follow the HPPWD system for payment procedures.
- It will be the responsibility of the contractor to make drawings incorporating all the approved changes.

- It is the responsibility of the Contractor to submit and get the project closure document approved from the supervising authority, failing which employer reserves the rights to withhold the release of security deposit. The project closure document should contain the documentation as per the recommendation of the supervising authority.

#### **A.4 Compliances**

- a) Compliance with relevant bye laws of Himachal Pradesh Town and Country Planning applicable in the region.
- b) All designs shall comply with relevant byelaws, National Building Code, Fire and safety regulations, latest applicable at that time.
- c) Such provisions as may be required by the National Disaster Management Agency shall be met.
- d) The submitted designs shall have area calculation charts and sufficient explanation to show Compliance with the above.
- e) Location of transformers, meter room etc. shall be in compliance with the HPSEB norms.
- f) Shifting of electric poles, water lines etc. shall be carried out if required, and no charges apart from those payable to municipality or utility companies shall be reimbursed on this account.
- g) Sustainable building parameters as prescribed by statutory bodies shall be achieved, whether specifically mentioned elsewhere or not.
- h) Minimizing cutting of trees, and where required obtaining approval for cutting and re plantation shall be the responsibility of the contractor, however HPKVN shall assist in the process of obtaining such approvals.
- i) Debris disposal sites shall be identified/acquired by the contractor and have to be rehabilitated by all means including using suitable Bio-Engineering Techniques. No additional payment shall be done to the contractor for disposing muck / earth / construction debris.
- j) All environmental / forest clearances shall be arranged by the contractor.
- k) All regulatory permission regarding installation of plant and Machinery shall be obtained by the contractor prior to commencement of work.

#### **A.5 Specifications Compliance**

- a) The contractor shall execute the whole and every part of the work in line with best workmanship and practices both in regard to materials and otherwise; in every respect and in strict accordance with the specifications as laid out in latest HPPWD Specifications. The Contractor shall take full responsibility for adequacy, suitability, and safety of all the works and methods of construction.
- b) In the case of any class of work for which there are no such specifications as referred to above, such work shall be carried out in accordance with the Bureau of Indian Standards Specifications.
- c) In case there are no such specifications in Bureau of Indian Standards, the work shall be carried out as per manufacturers' specifications, if not available then in accordance with the instructions and requirements of the Employer.

#### **A.6 Statutory approvals**

- a) It shall be the responsibility of the successful Bidder to obtain all approvals from all statutory bodies (NOCs) such as Municipality, Fire Authority, State Electricity Board, PCB etc.; and deposit the required fee which shall be reimbursed by the Owner on actual basis only. However, HPKVN shall assist the process for obtaining such approvals.

#### **A.7 Deviation, Extra Items and Pricing**

- a) The Employer shall have power to make alteration in, omissions from, additions to, or substitutions from the original requirements and specifications or to omit a part of the works in case of non-availability of a portion of the site or for any other reason and the contractor shall be bound to carry out the works on the same conditions in all respects including price on which he agreed to do the main work except as hereinafter provided:

- b) the extent of the value of work shall not vary beyond 15% greater or lesser than the original value.
- c) the contract price shall be revised taking into account the quantity of variation and the difference in the rates of the substituted item and the original item based on HPPWD HPSR 2020.
- d) If the substituted item is not available in HPPWD HPSR 2020 the rates shall be derived on the basis of market rates as duly analyzed and approved by the Employer.
- e) Assessment of escalation is linked to the timely performance of contract. The employer reserves the right to withhold the escalation in case delay to work is attributable on the part of the contractor.

#### **A.8 Construction water and power**

- a) The Bidders shall make his own arrangements for water required for the work by way of municipal connections, bore wells, temporary tanks and piping, and nothing extra will be paid for the same. This will be subject to the conditions that the water used shall be fit for construction purposes to the satisfaction of the Employer.
- b) The Bidders shall be responsible for arranging and maintaining by means of temporary electric connection and generators at his own cost; all electricity requirements for equipment and lighting and facilities for workers and all other services required for executing the work.

#### **A.9 Employer's Responsibilities**

Bidder will put all his coordination effort for administrative issues; associated cost shall be deemed to be included in the contract, however, the Employer will help the Bidder in:

- a) Facilitate in site for labour huts for the contractor's labour,
- b) Facilitating in free access to materials and labour to the site of work,
- c) Facilitating electricity connection for execution of work. Payment of all such charges shall be borne by the Bidder.
- d) Facilitating in sanction and release of load from the concerned Electricity board/Authority,
- e) To facilitate planning permission from local bodies etc. and permission to remove trees coming in the layout of building, road etc.
- f) To facilitate permission from pollution control authorities.

#### **A.10 Environmental Management Plan**

The Bidder shall address environmental and rehabilitation requirements and ensure that he is accountable for preventing or mitigating any environmental impacts. The Employer shall communicate the required measures from time to time through an Environmental Management Plan (EMP) attached as Annexure -1 (table 18 & 19) to Section 6 with the bid document. Upon finalization of detailed design, a detailed EMP would be prepared prior to the commencement of civil works and suitable variation order would be issued to accommodate this. These plans would indicate the details as to how various measures are proposed to be taken, and the cost of such measures which shall be treated as an integral component of the project cost.

The following environmental aspects should be taken into account at various stages of the projects.

##### **A.10.1 Liquid Effluents**

- a) Effluents should be treated well to the standards as prescribed by the Central/State Water Pollution Control Boards.
- b) Soil permeability studies should be made prior to effluents being discharged and steps taken to prevent percolation and ground water contamination.

- c) Deep well burial of toxic effluents should not be resorted to as it can result in re-surfacing and ground water contamination. Conservation and re-use of water must be implemented.
- d) Effective management of storm water quantity and quality during construction to avoid erosion and contamination of water bodies.

#### **A.10.2 Air Pollution**

- a) The emission levels of pollutants should conform to the pollution control standards and adequate control equipment should be installed for minimizing emission.
- b) Dusty areas, building material stacks will be sprayed with water, particularly during hot, & windy weather.
- c) Combustion engine vehicles must have official valid emission certifications.

#### **A.10.3 Solid Wastes**

- a) The site for waste disposal should be checked to verify permeability so that leachates do not percolate into the ground water or water bodies.
- b) Waste materials such as packaging etc. shall be removed by truck (covered and/ or watered) to local official municipal disposal site.

#### **A.10.4 Noise and Vibration**

- a) Adequate measures should be taken for control of noise and vibration so that it remains under permissible limit.

#### **A.10.5 Occupational Safety and Health**

- a) Proper precautionary measures for adopting occupational safety and health standards should be taken.
- a) Proper housekeeping and cleanliness should be maintained.
- b) Workers will be required to wear filter masks and eye protection, and earmuffs wherever necessary.

#### **A.10.6 Transport Systems**

- a) Proper parking places should be provided for the trucks and other vehicles by the industries to avoid any congestion or blocking of roads.
- b) Care has to be taken to avoid spillage of chemicals or substances on roads or inside the site. Proper road safety signs both inside and outside the plant should be displayed for avoiding road accidents.

#### **A.10.7 Vegetal Cover**

- a) Care should be taken to maintain existing trees and vegetation.
- b) Steep slopes will have minimal clearance of vegetation and replanted as a priority.

#### **A.10.8 Disaster Planning**

Disaster planning should be done to meet any emergency situation arising due to fire, explosion, sudden leakage of gas etc. Firefighting equipment and other safety appliances should be kept ready for use during such emergencies. The contractor must also have proper facility for first aid and should have tie-up with hospital in case of emergencies.

#### **A.10.9 DECLARATION OF COMMITMENT TO EMP**

I agree to ensure that:

- a) All site and environmental protection measures outlined within the Employer's approved EMP will be adhered to.

- b) All site rehabilitation and revegetation works will be undertaken in accordance with the approved EMP.
- c) Prior to construction personnel commencing work, I will ensure that Equipment/Plant will be serviced off-site and that all equipment will be cleaned and free of vegetation, soil and seed prior to being brought on to the site.
- d) Approval from the Project Manager will be obtained prior to any out-of-hours work occurring. Written notification will be provided to local residents when out-of-hours work is occurring.
- e) Provision of new service connections and upgrading of existing services will be undertaken in a timely manner with minimal on-site and off-site impacts and with prior approval of the services providers. Advice will be obtained from the 'Dial Before You Dig' service to determine the location of existing services onsite.

\_\_\_\_\_  
**Signature of Bidder**

#### **A.10.10COMPLETION**

The Contractor shall

- a. shall ensure the implementation of snag/punch lists and the check-out tests for facilities and systems. Tests will be observed and/or approved by the OSDS or its representative at its discretion. The OSDS and the Project Manager may also contribute to the final snag/punch lists.
- b. shall obtain from sub- contractors/ vendors/ certifying agencies to all files, documents, test certificates, performance warranties/guarantees, spare parts list, maintenance manuals, no claim certificate and transmit the same to the OSDS in both hard copy and electronic formats.
- c. Submit AS BUILT drawings immediately on completion, SIX sets of hard copy and TWO soft copies and specifications.
- d. Ensure that the constructed works and sites are cleaned and prepared for occupancy and use.
- e. identify and rectify defects during applicable Defects Liability Period including periodic monitoring and reporting.
- f. Shall submit the vendor / manufacturer list to facilitate the future repairs.

#### **Schedule of Building Components.**

<b>Table-2 Schedule of Building components</b>		
<b>S.No.</b>	<b>Item</b>	<b>Specification</b>
1	Foundations	RCC foundation as per site Soil bearing Capacity to be designed for appropriate building dead and live loads as per NBC Norms and earthquake zone.The minimum grade of concrete should be M25 with documented quality control.
2	Structural Framework (Pre-engineered)	Main structural frame components made of Structural Steel including roof truss viz columns, beams & cross beams, purlins, bracing, gussets plates etc. comprising mainly of MS tubular section (Tata Structura)and other secondary components of various designed sections from TATA as per approved design and drawing. Documented quality control for welding to be produced during the construction.
3	Walls	Wall panel frame of cold formed galvanized(galvalume) Light Gauge Steel Frame (LGSF) structure. Exterior insulation finishing system (EIFS) up to 50 mm thickness & GRC cladding / high density Cement Fiber Board, plain / hatched pattern of approved shape, wherever applicable as per design shall be provided in combination, waterproofing of external surface and joints. Interior walls to be constructed from double layers of cement fiber boards. Infill of Rockwool/ spray foam insulation with Fire protection as per NBC &Finishes as per table 3. Mechanically fixed, natural stone cladding of approved design and

		shade on outer exposed wall; with properly structurally designed mechanical joints (calculations to be produced). Joints to be sealed with proper sealant with warranty of 10 years as per approved architectural elevation and as per structural drawings.
4	Ground Floor	RCC grade slab over subbase of compacted soil and graded stone and appropriate finish as per table 3
5.	Intermediate Floors	MS Decking sheets overlaid with, reinforcing steel and cement concrete of designed grade (Min. M25 grade) and appropriate finish as mentioned in Table 3.

## B - Schedule of Building finishes.

### B.1 Internal Finishes

The area-wise schedule of internal finishes is listed below in Table 3. The work shall be carried out as per specifications further elaborated in the relevant Clause number of HPPWD HPSR 2020 Specifications.

**Table-3 Schedule of Internal Finishes**

S.No.	AREAS	Flooring	Dado/Skirting	Wall/ Finish	Ceiling/ Finish
1	Outside Parking, Building Approach	M40 Grade, 80mm Thick Interlocking block with edge kerbstones	Kerb Stone 8" high	NA	NA
2	Reception, Waiting Area / Lounge /Lobby/Porch, corridors.	600 mm x 1200 mm, Full Body Vitrified floor tiles & spacer of required thickness and grouting with epoxy grout. Tactile Flooring for guidance of visually impaired to be provided for as per NBC Norms.	20mm thick Suitable shade Granite stone (up to 1m Height), grouting with epoxy grout	Acrylic Emulsion	Suspended, recessed joint type Calcium Silicate ceiling system (2' x 2' Ceiling tiles) & Gypsum Board decorative Ceiling with Acrylic Emulsion in combination
3	Classrooms Practical / Tech. Lab IT Room / Future Expansion / office	600 mm x 1200 mm Full Body Vitrified floor tiles with spacer of required thickness and grouting with epoxy grout.	Full Body Vitrified tile with spacer of required thickness and grouting with epoxy grout (6" Height)	Acrylic Emulsion	Suspended, recessed joint type Calcium Silicate ceiling system (2' x 2' Ceiling tiles)
4.	Canteen	600 mm x 1200 mm Full Body Vitrified floor tiles with spacer of required thickness and grouting with epoxy grout.	Full Body Vitrified tile with spacer of required thickness and grouting with epoxy grout (3' Height)	Acrylic Emulsion	Suspended, recessed joint type Calcium Silicate ceiling system (2' x 2' Ceiling tiles)
5.	Workshop	Kota stone flooring 20 mm thick	Kota Stone skirting (6" Height)	Acrylic Emulsion	Suspended, recessed joint type Calcium Silicate ceiling system (2' x 2' Ceiling tiles)

S.No.	AREAS	Flooring	Dado/Skirting	Wall/ Finish	Ceiling/ Finish
6.	Conference Room	600 mm x 1200 mm Full Body Vitrified floor tiles with spacer of required thickness and grouting with epoxy grout.	Full height Acoustic Panels	Acrylic Emulsion	Acoustic Ceiling
7.	Principal office	600 mm x 1200 mm Full Body Vitrified floor tiles & spacer of required thickness and grouting with epoxy grout.	Wainscoting of Teak Ply 9mm with veneer as approved and stiles and rails of teak wood 3" wide raised 1" up to a height of 1200 mm high.	Acrylic Emulsion	Suspended, recessed joint type Calcium Silicate ceiling system (2' x 2' Ceiling tiles) & Gypsum Board decorative Ceiling with Acrylic Emulsion combination
8.	Library	600 mm x 1200 mm Full Body Vitrified floor tiles with spacer of required thickness and grouting with epoxy grout.	Full Body Vitrified tile with spacer of required thickness and grouting with epoxy grout (6" Height)	Acrylic Emulsion	Combination of Suspended, recessed joint type Calcium Silicate ceiling system (2' x 2' Ceiling tiles) & Gypsum Board decorative Ceiling with Acrylic Emulsion
9	Multipurpose Hall	600 mm x 1200 mm Full Body Vitrified floor tiles with spacer of required thickness and grouting with epoxy grout.	Suitable as per Acoustic wall Paneling System	Acoustic Wall Paneling system	Acoustic Ceiling system
10.	Store	600mm x 600mm Full Body Vitrified floor tiles with spacer of required thickness and grouting with epoxy grout.	Full Body Vitrified tile with spacer of required thickness and grouting with epoxy grout (6" height)	Acrylic Emulsion	Gypsum ceiling with Acrylic Emulsion
11.	Group Instructor room	600 mm x 1200 mm Full Body Vitrified floor tiles & spacer of required thickness and grouting with epoxy grout.	Deodar Wood paneling 900 mm high with approved finish.	Acrylic Emulsion	Combination of Suspended, recessed joint type Calcium Silicate ceiling system (2' x 2' Ceiling tiles) & Gypsum Board decorative Ceiling with Acrylic Emulsion
14.	<ul style="list-style-type: none"> <li>Toilets Ladies / Gents / DAP / Common</li> <li>Pantry</li> </ul>	First class full body vitrified Antiskid floor tiles of size 600 mm x 600 mm	Suitable in combination of Wall System	Double Charged Vitrified wall tile with digital pattern & minimum	suspended Waterproof, calcium silicate / ACP ceiling system



S.No.	AREAS	Flooring	Dado/Skirting	Wall/ Finish	Ceiling/ Finish
				size 600 mm x 1200 mm up to ceiling height	
15.	Lifts (Min. 8 passengers' capacity with wheelchair access) (OTIS / KONE / Johnson & Thyssen Krupp) It should be ensured that spares, repair & maintenance services are available during service life. 1year warranty to be available after handing over.	Lift Cabin - Granite stone slab 20 mm thick	Lift Cabin – Decorative / approved Hatched pattern stainless-steel wall panels.  Face wall / door side wall - Granite stone slab 20 mm thick up to full height	Lift Cabin – Decorative stainless-steel wall panels with Mirror and car operating panel with LCD display  Face wall / door side wall - Granite stone slab 20 mm thick up to full height  Lift shaft- Exterior grade weather-proof emulsion	Decorative powder coated metal ceiling with fan and light fixtures
16.	Staircases, with disable friendly and antiskid features.	25 mm thick suitable shade granite stone with nosing, single slab per step with painted steel with teak woodHandrails and posts of approved railing pattern with disable friendly installations	Suitable shade granite stone	Acrylic Emulsion	Calcium Silicate Ceiling/ Gypsum Board decorative Ceiling with Acrylic Emulsion
17.	Connecting Bridgewith overhead Structural steel Shed and roof	600mm x 600mm Full Body antiskid Vitrified floor tiles with spacer of required thickness and grouting with epoxy grout.	Full Body Vitrified tile with spacer of required thickness and grouting with epoxy grout	Enamel Paint of Structural steel members with red oxide primer	3mm thick Transparent poly carbonate sheets with co extruded UV Coating of 40microns fixed over roof truss frame having 10 years warranty

## B.2 General External Finishes.

- External finishes are listed below in Table-3, the work shall be carried out as per specifications.
- Roofing and specifications are listed below in Table-3, the work shall be carried out as per specifications.

<b>Table-3 Schedule of External Finishes</b>		
<b>S.No.</b>	<b>Item</b>	<b>Specification</b>
1	Roofing	Double sheet roofing having top and bottom layer of pre-painted sheet of TATA Durashine (Lysaght) 0.50 mm thick with rockwool 75 mm thick of density 32 kg/cum wrapped in polythene bags insulation and adequate water proofing layer packing in between the sheets. The roofing system to be designed in a manner that it is integrally fixed over the roof steel frame and is able to withstand wind, snow and other loads required for repairs etc. The roofing system shall have provision of snow guard and roof should be structurally designed to take care of snow load and system for movement of manpower for repair works.
2	External cladding	Exterior insulation finishing system (EIFS) up to 50mm thickness in combination with GRC cladding/ HPL Panels/ ACP Sheet/ wherever applicable. Wherever applicable as per façade design, provision and installation of Mechanically fixed, 20mm thick natural stone cladding of approved design and shade on outer exposed wall; with properly structurally designed mechanical joints (calculations to be produced). Joints to be sealed with proper sealant with warranty of 10 years as per approved architectural elevation and as per structural drawings and good workmanship. Applicability as per approved façade design. Contractor to integrate a system for safe movement of manpower for repair of external façade works.
3	External Paint	Texture Paint / exterior grade weatherproof emulsion as per approved pattern, wherever applicable as per design.
4	White Cement based putty	All applicable walls surfaces.

### **B.3 Door and window and fabrication specifications.**

- Laboratories and Classrooms shall have 1.20 m wide doors with vision panels, with fixed glass fanlight of 450 mm height above.
- Bath and WC doors shall be 900mm wide and entrance to Toilet block doors shall be 1000mm wide. DAP toilet door shall be 1.2m wide opening outside.
- Kitchen doors shall be 900mm wide.
- All other doors shall be 1000mm wide, with 450 mm fixed glass fanlight wherever desired.
- Staircases shall be naturally lit and ventilated by partly fixed and partly openable glazing which shall be recessed and adequately protected from rain.
- Door and Window specifications are listed below in Table-4, the work shall be carried out as per specifications further elaborated in the relevant Clause number.

<b>Table-4 Doors, Window, Fabrication, and fixed furniture Specifications</b>		
<b>S.No.</b>	<b>Item</b>	<b>Specification</b>
1.	Doors	Wooden doors (with approved paint finish) of 2nd class Deodar wood with Paneled shutters also of 2nd class Deodar wood having infill panel of 12 mm thick both sides pre-laminated particle board. However wherever

		required such as in laboratories and classrooms the panel above the lock rail shall be a glass panel.
		Bathroom doors of Waterproof Commercial Board Flush Shutter 35 mm thick with veneer / laminate 1.0 mm thick of approved make and pattern.
		Brass handles, 100 mm Brass Mortice lock set with master key with 2-year product warranty, door stopper, door silencer, hydraulic door closer, window stays etc.
		Shutter Panels with 6.0mm thick tempered glass/ACP sheet 5.0 mm thick exterior grade of approved make and pattern.
2	Window	3 track, UPVC window frames (fire retardant with approved hardware having 6.0 mm thick double-glazed heat tempered / toughened glass with Argon gas filled in Gap of twin glass sealed all around. Also, to be fitted with stainless steel mesh (jali) for mosquito protection. Windowsill of 20mm thick fine grain granite slab strip of approved width to be included.
3	Railings	Painted MS Railing with Teakwood handrail.
4	Fixed Furniture such as Almirah, Cup-board, wardrobes, reception counter kitchen cabinet and fixed wall panels (to cover Columns) etc.	<p>Structure to be made of 19 mm thick waterproof commercial board having shelves at required spacing as per approved design with Stainless Steel / Brass fittings and front and open sides laminated with laminate of approved quality 1.00 mm thick as per approved design.</p> <p>Kitchen top, crockery almirah top and reception counter shall be finished with granite stone slab 20 mm thick of approved quality as per approved pattern.</p> <p>Wall panels with 1mm laminate to aesthetically cover the visible columns</p>

#### B.4 Schedule of Specifications for External works

##### B.4.1 Boundary walls, Gates and landscaping

- Construction of composite RCC and masonry boundary walls at the plot boundary (wherever applicable) so as to enclose the property, with Boundary wall with overall height up to 1.80 m out of which 1.35 m high solid wall with RCC pillar with stone / Brick Masonry in combination plastered in pattern and painted both sides with exterior grade weatherproof emulsion and 0.45 m high MS Grill above it. In this project additional chain link fencing of 3.6m height with MS support system, along plot boundary and along approach road is also to be constructed.
- Vehicular entrance gate of 6m width and 2.4m height, of MS tubular sections, and painted.
- A pedestrian gate of 1.5m width and 2.4 m height, as above.
- Landscaping of complete campus includes construction of parks, fountains, flower beds and arboriculture as per approved design and drawing.

##### B.4.2 Site Dressing

- Cutting and filling as required as per design.
- Tree cutting wherever essential.
- Removal of existing debris.
- Removal of hindrances such as electrical poles, HT/LT lines/ Sewerage and water supply lines, telephone lines/Cables and tree etc. The cost of removing such utilities is deemed to be included in the bid price.

##### B.4.3 Paved areas at the front, sides, and rear of the building.

- a) 80mm thick interlocking pavement blocks of M40 grade on PCC surface with designed level and slopes with proper drainage system.
- b) Plinth protection with providing and laying underlayer of stone as per design with PCC 1:3:6 and CC floor 1:2:4 laid to the required slope with drainage arrangement.

#### **B.4.4 Signage within the building and in external areas.**

- a) The successful Bidder shall fix all signages, internal, external, with electrical connections and consumables if any; no additional charge shall be payable.
- b) Signages for persons with disability access in braille or as appropriate shall be provided as per CPWD handbook on barrier free and accessibility 2014.
- c) Main glow name / sign board of "City Livelihood Center - Jubbal" or of approved wording in national language on 20mm Granite of approved shade & size fixed to required masonry walls or at approved place, shall be provided, including the cost of electrical and the cost of fixing Stainless Steel letters as per approved design.

### **C Additional condition for Electrical and Allied Services**

The detailed layout drawings of E.I. including load calculation & key diagram and related services must be got approved from the employer before implementation at site. The bills raised by the contractor for electrical works must be paid only after inspection by the employer (in this case, HPPWD electrical department) and it must be got verified by the employer. The following observations are made after going through the BOQ document are recommended to be incorporated into it.

#### **C.1 General Requirements for electrical work**

- a) Illuminance in buildings shall be as per Table 7 Part 8 Section of National Building Code.
- b) The work shall be carried out in accordance with CPWD Detailed Specifications for Electrical Works.
- c) All rooms with false ceilings as listed in Table 2 shall be lit with recessed LED ceiling fixtures.
- d) Workshops and labs shall be lit by LED luminaires.
- e) All other areas shall be lit with surface mounted ceiling LED luminaires with reflectors.
- f) Data cabling, UPS locations shall be provided as per HPPWD specifications.
- g) Adequate exhaust fans with openable fins as per HPPWD norms shall be provided in all toilets/ kitchens and pantries.
- h) Convenience outlets shall be provided as per HPPWD norms, additionally corridors, lobbies etc shall be provided for 6A/16A convenience outlets for operating maintenance and cleaning equipment.
- i) Hot & Cold air conditioning system with appropriate capacity as per climatic conditions in selected areas.
- j) Lightning Conductors shall be provided as required as per HPPWD norms.
- k) All the MCBs Distribution box must be provided with RCCBs.
- l) SPDs (Surge protection devices) must be provided to the distribution boxes having computer or networking load.
- m) All the electrical panels / sub panels must be CPRI approved and configured to IEC 61439 code.
- n) Buildings must have niches which runs through every floor.
- o) A cable tray may be used for running the cables inside the building. Wherever applicable.

#### **C.2 Earthing System.**

- a) Copper earthing must be provided in the building and all the panels / sub panels must be connected through it.
- b) Earthing system should have  $V_{ne} < 5$  volts.

#### **C.3 Lightning Arrester.**

- a) Lightning arrester system may be equipped with lightning counter and surge protection.
- b) Chemical earthing must be used for lightning arresters.

#### **C.4 Emergency Back Up.**

- a) **D.G. Sets.**

- b) All the D.G. sets must be provided with AMF panels and must have separate earthing.
- c) For D.G. sets of appropriate capacity (to be decided in consideration to electrical load of the building including Lift & ACs); day oil tank must be proposed.

#### C.5 UPS system

- a) UPS system may be provided with minimum 30 minutes back up and should have individual earthing.

#### C.6 Lifts.

- a) All the lifts may be provided with ARD system along with single phase preventer and phase reversal relay.

S. No.	Item of Work
1	Point Wiring with 1.5 sqmm. FRLS PVC insulated copper cable with medium class PVC conduit with modular switches, plate etc.
2	Wiring for lights power plug with 2x4 & 4x4 sq mm FRLS PVC insulated copper cable with PVC conduit.
3	Wiring for circuit along with Earth wire with FRLS PVC insulated copper cable with PVC conduit.
4	Telephone Cable 0.5 mm dia. FRLS PVC insulated copper conductor cable with PVC conduit.
5	TV cable RG-6 grade 0.7 mm solid copper with PVC conduit.
6	3 pin 5/6 amp modular sockets
7	6 pin 15/16 amp modular sockets
8	Louvers / shutter for Exhaust Fan
9	LAN Cable UTP 4 pair CAT 6 with PVC conduit.

#### C.7 Power outlets for equipment.

Convenience outlets exhaust fans and 3 phase Power outlets shall be provided as approved by HPPWD.

**C.8 CCTV** - CCTV cameras shall be provided in all important and approved locations and rooms with central control system and LED viewing screen of size 49" minimum.

**C.9 Air-conditioning-** The building shall be air conditioned Except toilet, kitchen, store and workshop. In consideration to local climatic conditions, contractor shall propose the best possible solution for air conditioning with all equipment, conduits, indoor and outdoor units with product warranty, provision, installation and commissioning complete and also as per approval of the competent authority.

#### C.10 Electrical Load

- a) Bidders shall submit electrical load calculations and the required configuration of transformers and DG sets.
- b) The successful Bidder shall coordinate on behalf of the Owner to obtain permanent power connection at the time of completion of project, and the costs incurred in these shall be reimbursed.

- c) Emergency back up by a combination of DG sets to provide for uninterrupted power for 100% lighting and power load and 50% of load for power equipment and heating system equipment: after assuming appropriate diversity factors.
- d) There shall be provision for Air conditioning load which shall be through independent panels and cables.

### C.11 External lighting.

- a) Peripheral lighting, lighting of roads, paths and parking shall be achieved through a combination of 7m long street light poles with and 3m high poles for post top fittings, both shall have LED luminaires.
- b) External lights shall be operated by independent feeder panels at convenient locations.

### D. Internal and External Sanitation and Water supply

- a) The successful Bidder shall on behalf of the Owner, obtain municipal water connection, and if same is not available, he shall provide water supply by bore well, and the costs incurred for connection application shall be included in the bid.
- b) The specifications for the Internal and External Sanitation and Water supply shall be as per Table 6 and Table 7 below:

Table -6 Toilet and Kitchen Specifications		
S.No.	Toilets Requirement:	
1	Indian WC (25 %)	
2	European WC (75%)	
3	Urinals with flush cocks	
4	Wash Basin 630x450 mm with C.P. brass pillar tap or as per approved by architect	
5	Mirror (600x450 mm) beveled edge and fixed to wall with concealed screws	
6	PTMT Bottle trap	
7	CP brass Bib cocks	
8	CP brass angle cocks	
9	CP gratings	
10	CP brass jet spray	
11	Insulated Hot water connection pipes	
12	Water heaters of required capacity as per approved design and make in toilets and pantry	
13	Concealed stop cocks	
14	CP brass Shower rose	

15	CP brass towel rail	
16	Stainless Steel Sink (for pantry)	

**Toilets for differently abled**

1	As above but in accordance to CPWD Guidelines and Local building bye laws.	
IWC	One IWC with low level cistern + one Bib tap	
EWC	One EWC with low level cistern + one Bib tap + one Floor trap	
Wash Basin	One Wash basin + CP Brass central hole mixture sensor operated+ PTMT Bottle trap + one Mirror.	
Bath	One CP brass shower rose + one CP Brass bib tap + two Concealed stop cocks + one angle cock + water heater	
Urinal	One Urinal sensor operated flush	
Sink	SS sink + one CP brass sink mixture sensor operated	
Water Supply	Battery based, sensor-based pillar cock	

Note :-Inner side of Doors of all toilets shall have clothes peg.

<b>Table -7 Specification for Internal &amp; External Sanitary and Water supply</b>			
<b>S.No.</b>	<b>Item</b>	<b>Description</b>	<b>All pipes to be insulated for prevention of water freezing</b>
1	Internal water supply in toilets / kitchen	CPVC pipes with approved insulation and fittings	
2	Internal water supply in shaft	Medium duty GI Pipes of appropriate designed dia. And fittings	
3	Rainwater pipe	Rigid PVC pipe class A with accessories	
4	Internal Soil & Waste pipe	Rigid PVC pipes class B with accessories	
5	External Soil pipe	Rigid PVC pipes class B with accessories	
6	External Waste & Rainwater pipe	Rigid PVC pipes class A with accessories	
7	External water supply	Medium duty GI Pipes of appropriate designed dia. And fittings	
8	Manhole Cover	Precast R.C.C. Cover with frame (heavy duty) circular / rectangular/ Square of required size as per approved design	

Water supply from municipal/ground water sources shall be stored in underground tanks and pumped to overhead water tanks which shall have capacities as listed in Table 13 below:

<b>Table-8 Water Supply and Storage Tanks</b>			
<b>S.No.</b>	<b>Name</b>	<b>Description</b>	<b>Capacity (liters)</b>
1	CLC Jubbal Building	Under Ground Domestic water tank	15,000
		Overhead Domestic water tank	6,000
		Overhead Domestic water tank (for kitchen)	2,000
2	Fire	Under Ground Static water tank	2,500

The above water demand is approximate . Contractor to properly design the water requirement and use the value whichever is more. The contractor should Co-ordinate with government authorities right from the start of project for fulfillment of peak water demand for the campus.

### **3.6 Rainwater Harvesting.**

- Rainwater harvesting tanks should be properly designed with settling & filtration chambers etc. complete.
- Rainwater from roof tops shall be recharged through holding tanks and recharge wells.



- c) Rainwater from roads shall be drained and disposed suitably to ensure no flooding.

### **3.7 Fire Detection, protection, and Suppression**

- a) The successful Bidder shall design and get approved from Fire Authorities, a proposal for Fire Detection, protection, and Suppression as per National Building code guidelines and in accordance with local Fire Authority.
- b) All the works shall be executed as per these standards, and after successful commissioning and testing shall be got approved by the local Fire Authority.
- c) The capacity of fire tank is subject to change in line with the requirements of local fire authorities.
- d) Provision of fire escape staircase as approved by local fire authorities is mandatory

### Technical Specifications

For the entire work, HPPWD latest edition specifications shall be used. In case of unavailability of HPPWD specifications, CPWD/NBC/ specifications as directed by employer shall be followed.

The work shall be executed in accordance with drawings and design approved by Employer. The drawing which is approved in principle is enclosed with this document, which shall be followed by the agency. The work shall be executed by the agency after approval of structural design and drawings duly vetted from the institute of repute i.e IIT in India on the basis of general layout of the building enclosed with this document. However, some changes may be required to be made in design and drawing owing to the site requirement and other requirements whatsoever, the same shall be incorporated and the work shall be executed as per approved design and drawing.

It shall be responsibility of the contractor to submit structural design and drawing, duly vetted from the any Indian Institute of Technology and final approval from the employer. Work shall be executed as per approved design and drawings.

The scope of work includes structural design and all work for construction and finishing of pre-engineered structure complete in all respect including all internal wiring fittings and fixtures. Internal water supply and plumbing along with all the necessary fittings, flooring painting (external and internal) etc i.e. building complete in all respect including site demarcation, excavation, sub structure consists of lean concrete, Footing, pedestal, RCC/brick work, plinth beam with reinforcement as per design including all shuttering curing, leveling and dressing duly approved by Employer. The super structure consists of MS tubular sector of TATA Structra and partition walls, floor base, truss etc. of LGSF with approved wall cladding and RCC slab on each floor including roofing etc. as per approved design and drawing. The electrical & plumbing drawing will be got approved from Employer before execution.

The specifications and details of various components are under:

**1. Earth Work:**

Earth work shall be executed as per PWD specifications. The surplus earth, if any shall be disposed off as per approved dumping site by the employer and approved by local bodies and shall comply with the environmental laws of the State. The dumping& dumping sites need to be arranged by the contractor. The cost of dumping shall be deemed to have been included in the contract .The recovery for the excavated material particularly stone , which can be used for project purpose shall be done as per the HPPWD norms. Contractor shall keep complete account of such material and promptly submit to project manager.

**2. Foundation:**

Design of foundation for site SBC (to be tested by the reputed agency by contractor himself) based on super structure load reaction and local seismic ,snow and wind conditions and construction at site including site demarcation ,excavation 150 mm thick lean concrete in pedestal 1:4:8, PCC, Footing, pedestal ,brick work /stone work, plinth beam with reinforcement as per design including all shuttering curing, leveling and dressing, plinth protection and drain all around the building etc. duly approved by the Employer as per approved drawings.

**3. Structural framework:**

Providing and installation main structure frame components viz columns, beams & cross beams, bracing, gussets plates, roof truss etc. comprising of MS tubular section of TATA Structura as per approved design and drawing. Wall frames made up of roll formed cold rolled lipped steel section of required specification made out from sheet of base metal of minimum thickness 0.95 mm or more with Alum/Zinc coating also known as galvalume (with 55% aluminum and 45% zinc) conforming ASTM A792 for galvalume with punching for screws and provision of electrical and plumbing conducts etc.in standard section cold rolled steel in approved size for wall studs, bracings, floor joists, runners, roof truss and

purlins with minimum 150 gsm coating of aluminum-zinc for anti-rusting and 550 MPa of yield strength i/c provisions for lip notches ,lip cuts, web notches through highly précised machines ,Exterior wall and all wall spacing should not exceed 410mm .Provision for service web holes of 34 mm dia. along the walls. The steel pertains the assembly for load bearing walls with SDST galvanized wafer head screw of dimensions having head dia., not less than 10 mm and assembly for load bearing joists, trusses with hexagonal head screws with heavy shear strength to withstand heavy loads, also provision of 1mm tolerance between vertical studs and top bottom plates to withstand earthquake situations. The provision of erection withholds sown bolts minimum of 120 mm length with subsequent dia. fixed at each 600 mm distance along the wall length 190 mm \* 16 mm at corner and window with nut and bolts system (Hilti, power fastener). Floor to floor connection of walls to be done irrespective of the fact whether these are loadbearing or non-load bearing (partition) walls. The gap between the bottom steel track and plinth beam to be filled with continuous rubber gasket. The purlin provided for roof sheets spacing at around 600 mm fixed with hex. Head screws and L cleats. The structure will contain trusses of subsequent length with a maximum spacing of 1220 mm with load bearing walls with provision for doors and windows. The cross members provided for strength called bracings, along with strap bracing. Proper holed down ties (Simpson or equivalent) must be installed at all corners and required necessary area's (hold down roof, truss clips, girder, truss, connector, stud plate, ties, hurricane ties, floor to floor connector, foundation connectors should be installed from frames to foundation).

The bidder must produce the proof of having facility of automated C.N.C. cold roll forming machine of reputed make having capacity of rolling material of thickness of 0.75 mm to 1.80 mm and other parameters required for the fabrication. It will be the responsibility of the bidder to get inspected the workshop by the designated committee deputed by the employer at his risk and cost before award of the work. The structural steel framework shall be suitably protected from fire as per NBC norms with suitable fire protection method. Contractor to ensure that all welding works in steel shall be properly design and welding should be carried out by certified welder. Contractor to maintain documentary record of quality control for welding works.

For RCC structures, the structural steel shall be of appropriate diameter and grade as per approved structural design. The structural steel bars shall be from TISCO (TATA).

#### 4. **Building codes and standards**

The light gauge cold formed steel structure members shall be designed as per International Building Codes or any equivalent code of practice. other Indian standards codes are

- a. IS 4923:2017 MS tubular structural members
- b. IS 811:1987 cold formed light gouge structure steel sections (under evaluation).
- c. IS 801:1975- Code of practice for use of cold form light gauge steel structural members in general building construction (first revision).
- d. SP 6:1980 Handbook for structural engineers – cold formed, light gauge steel structures.

#### 5. **Design loads:**

The building and structure shall be designed in accordance with the National Building Code of India, and IS 875,Code of Practice for Design Loads for Buildings and Structures.

#### 6. **Dead load &Live Load:**

The load of the structure and load imposed on the structure shall conform to IS 875:1987 (Part I,II,III,IV,V)

#### 7. **Seismic Loads:**

The structure shall be designed to resist seismic forces as per the seismic zone, confirming to IS:1893 Part I-2002 (Criteria for Earthquake Resistant design of Structures).

#### 8. **Wind & Snow Loads:**

The structure shall be designed to take wind loads as per IS: 875(Part III) -1987(Reaffirmed 1997),1987 addition of the NVCI-Part VI structural design. Snow Loads should be considered as per IS: 875(Part IV) -1987 (reaffirmed 2003)

#### 9. **ROOFING:**

Refer Table Number – 3 of Section 6.

The roofing sheets shall be pre-coated galvalume iron profile sheets of TATA(Lysaght) (size, shape & Pitch of corrugation as approved by Employer) 0.50 mm + /-5 % total coated thickness (TCT) thick zink aluminum coating @150 gsm with SDP\* RW coated with total coating of 35 micron along with accessories. Sheet should have protecting guard film of 25 microns minimum to avoid scratches while transportation and should be supplied in single length up to 12 meters or as desired by the employer. The sheet shall be fixed using self –drilling self tapping screw of size(5.5\*55 mm) with EPDM seal.

Providing and fixing thermal insulation with rock wool density 32 kg /cum, 50 mm thick wrapped in polythene bags placed between the roofing sheets and held in position. Providing and fixing ridge, flashing eaves gutter, snow guards and down pipes of sizes should be as per the design and as approved by the employer. Ridge flashing, gutter shall be of pre-coated GI sheets of thickness 0.45 mm of TATA (Lysaght) properly sealed for water leakages etc. Down pipes made of PVC (FINOLEX or equivalent) of appropriate dia should be provided at all strategic location with spacing not more than 10 meters. All the down pipes should first be terminated in the chamber of minimum depth as decided by employer and all the chamber should be connected to one common chamber of appropriate size. Location and size of the main chamber shall be decided by the employer. Gutter and eve board along with down pipe is to be provided as per approved design.

#### 10. **Walls :**

**Internal cladding:** Supply and fixing internal wall with double layer of boards with 8 mm thick cement fibre boards type B class III and outer most layer should be heavy duty 8 mm thick cement board water proof type B class III as per IS :14862:2000 on wall panels of cold formed galvanized light guage steel frame structure to form wall/ partition on internal face of the frame and finished & flexed with self- drilling ,tapping screws ,fasteners of approved make including jointing and fixing to a flush finishing of tapered and square edges of the board recommended filler ,jointing tapes and finishers as per manufacturer specifications , The hollow wall space between the cement boards will be provided with rock wool insulation conforming to IS 8183 and of thickness not less 50 mm for thermal and acoustic insulation. Toilets will have fly ash bricks and tiles as specified in para 15.

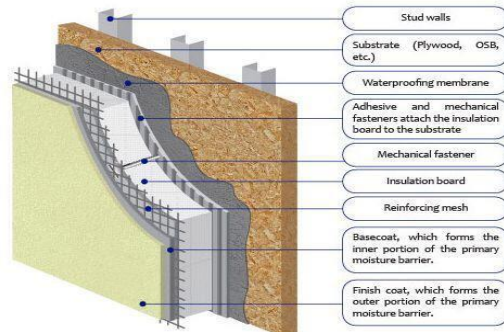
#### **External Cladding:**

#### **Exterior Insulation and Finish System / GRC cladding (wherever applicable)**

1. LGSF wall panel, rockwool insulation, building wrap paper for vapor resistance, first layer of moisture/fire resistant heavy duty 9 mm thick cement fiber board (high pressure steam Cured) confirming to IS 14862:2000, Type 'A, category IV : compressed after forming & before autoclaving
2. After that second layer of 10mm thick moisture/fire resistant heavy duty 10 mm thick cement fiber board (high pressure steam Cured) confirming to IS 14862:2000, Type 'A, category IV : compressed after forming & before autoclaving complete, by joint filling using self-adhesive fiberglass tape & jointing compound of approved brand such as laticrete, elastomeric jointing compounds.
3. The final layer of cladding will be Exterior Insulation and Finish System (EIFS) using Expanded Polystyrene (EPS)sheets / alternative to EPS material for providing better fire resistance, fiberglass mesh and base coat, primer coat and finish coat. All voids must be filled with an insulating material, either a low expanding polyurethane spray foam or slivers of scrap EPS board. Work to be executed by manufacturer certified personnel with good quality workmanship.

Any defects / cracks in the EIFS system shall be rectified by the contractor at his own risk and cost.

Exterior insulation finishing system (EIFS) up to 50mm thickness as per details shown in the indicative picture below in combination with GRC cladding wherever applicable.



(c) Wet Area:- First class fly ash  $\frac{1}{2}$  brick masonry walls with glazed tile dado up to ceiling height shall be provided.

## 11. Flooring

(Refer Table Number 2). Providing and laying granite stone slab/ full body vitrified/double charged Vitrified /rectified Ceramic floor tiles of minimum size 1200mm \* 600mm / 600 \* 600 mm \* 10 mm confirming to IS 15622 and tested according to IS 13630, of approved make in all colors and shades, laid on 20 mm thick cement mortar 1:4 (1 cement :4 coarse sand) with spacer of required thickness or by using tile adhesive as per the manufacturers specification including grouting the joints with epoxy grout matching to the shade of tiles etc. minimum size of tile 1200\*600mm / 600\*600 mm\*10 mm (as applicable) in approved color shade and pattern with spacer of approved thickness.

Providing and fixing of intermediate floor using profiled metallic deck sheet of thickness maximum 0.95 mm and grade of steel S350 GD as per IS :513 with galvanization of 275 gsm as per IS:277 with minimum through depth of 44 mm and shall serve as permanent shuttering to cast in - situ/at all levels as per structural design approved by the employer. The sheet shall be fixed to floor joist using self-drilling, self-tapping screw of size (5.5x55mm) with EPDM seal. The tiling works shall be as per the specification listed above.

Heavy duty vinyl flooring Tiles / Roll >3mm thick [European classification 34/42 Abrasion Group T (EN660) Indentation, 0.2mm (EN433) Fire-proof Bf-S1 (EN13501-1) on a substrate of 9mm Waterproof Ply.

## 12. Wet Areas

Flooring in wet area like Toilet shall be waterproof liner under tile and anti-skid full bodied vitrified tiles of 600x600x8mm thick of approved make and color laid on a bed of 20mm thick cement mortar 1:3 (1cement:3 coarse sand) finished with a flush pointing with epoxy grout including preparation of surface, cleaning etc. complete. Tile should conform IS:15622. The wet areas shall be subjected to successful test after waterproofing treatment before application of further finishes. All wet areas will have fly ash brick walls.

## 13. DADO

Double Charged vitrified tiles of 1200x600mm and 10mm thick, up to ceiling height in toilet and shall be used for Dado/wall tiles, of approved colors and make fixed on wall with the help of adequate adhesive, finishing, cleaning etc. complete. Tile should conform to IS:15622. On tread & riser of steps 20mm thick granite-stone slab shall be fixed or as decided by the employer.

#### 14. **RAILING.**

(Refer Table number 4)

Providing and fixing Mild steel railing made of hollow sections, channels, plates etc. as per approved design, Including welding, grinding, making curvature (Wherever required), corrosion protection coat with red oxide, painting with approved color of paint and fitting with approved quality and size of wooden hand rail and wooden balusters along with necessary steel nuts and bolts complete, i/c fixing the railing with necessary accessories and & steel dash fasteners, steel bolts etc., of required size along steps and in all the staircases/ Ramp / balconies and lobby area as shown in architecture drawings attached with NIT and as per entire satisfaction and direction by the employer. The c/c distance of vertical post should not be more than 15cm. The railing design must be got approved from employer.

#### 15. **SANITARY**

(Refer table number 6 and 7)

Supply and fixing of sanitary items as per following item description including all accessories, specials, bends etc. including all material, labour, T&Ps according to manufacturer's specification, drawings and as approved and directed by employer.

Providing and fixing mirror of superior quality and size 600mmx450mm with beveled edge with 6mm thick hard board back fixed to wall with wooden cleats and C.P. brass screws & washers complete. (Mirror is to be fixed in every toilet of each flat).

Providing and fixing CP Brass towel rail complete with brackets fixed to wooden cleats with CP brass screws with concealed fitting arrangement of approved quality and color. 600mm long towel rail provided at appropriate location in every toilet of each flat.

Providing and fixing CP Brass towel ring in every toilet of each flat.

Providing and fixing vitreous china pedestal type water closet (European type) (HINDWARE/CERA/NYCER/JAQUAR/TOTO) with seal and lid, 10 liter low level ISI marked PVC white flushing cistern (HINDWARE/CERA/NYCER/JAQUAR/TOTO) flush bend with fittings and CI brackets, 40mm flush bend, overflow arrangement with specials of standard make and mosquito proof coupling of approved municipal design. Including painting of fittings and brackets, cutting and making good the walls and floors wherever required, along with ISI marked solid plastic seat and lid of all complete in every toilet of each flat of color as approved by employer.

Vitreous China Wash Basin (HINDWARE/CERA/NYCER/JAQUAR/TOTO) of size 540x400 with CS/MS brackets, 32mm C.P., brass waste of standard pattern, including painting of fittings and brackets, with a pair of 15mm C.P. Brass Pillar Cock in every toilet of colors as approved by employer.

Providing & fixing PVC Flexible waste pipe, of 32mm dia. For wash basin coupling etc. Complete in every toilet of each flat.

Providing & fixing PVC Flexible waste pipe, of 40mm dia. for sink coupling etc. complete in every toilet of each flat.

Providing & fixing PVC flexible waste pipe, of 40mm dia. for sink coupling etc. complete of every toilet of each flat.

Providing & Fixing 100mm dia. PVC Nahani trap / P Trap of self-cleaning design in required numbers in every toilet of each flat.

- Providing rainwater harvesting system of approved size.

**16. WATER SUPPLY:**

(Refer table number 7)

Supply and fixing water supply items as per item description including all material, labour, T&Ps according to manufacturer's specification, drawings as approved and directed by employer.

Providing and laying of water supply line of approved make.

- Providing and laying / fixing CPVC pipes with brass fittings of 15mm, 20mm, 25mm, 32mm, 40 mm dia. Nominal bore including connection from main pipeline, as required and making good the chase. External pipes shall be Medium Duty GI pipes of relevant designed nominal bore (TATA / Jindal) conforming to IS:1239 (part I) 2004 with all fittings and fixtures complete.
- Providing and fixing 15mm, 20mm, 25mm, 32 mm, 40 mm dia. bore brass Gate Valve ISI marked with brass wheel of approved quality (screwed end) as per required and approved design.
- Providing and fixing 15mm dia. Nominal bore CPVC pipe for hot water connection pipe with brass union 45cms & 60 cms length.
- Providing and fixing 150mm dia CP Brass Shower Rose with 15mm dia inlet.
- Providing and fixing 150mm dia Nominal bore CP Brass long body Bib Cock of approved quality confirming to IS:8931 weighing not less than 690gms (JAQUAR / ESS / HINDWARE/JOHNSON).
- Providing and fixing 15mm dia Nominal bore CP Brass Stop Cock (concealed) (JAQUAR / ESS / HINDWARE/JOHNSON) of approved quality confirming to IS:8931.
- Providing and fixing of minimum of 110mm PVC (FINOLEX) pipe with 4.5Kg/cm<sup>2</sup> pressure band, door band, tee and socket, as per required, for the outlet of wastewater till manholes.
- Providing and fixing triple layer PVC water tank of approved make and capacity (Syntax, Jai Bharat, Vectous).
- All the water supply pipes exposed to weather during winter should be insulated with appropriate size nitrile foam based, min. ½ inch thick covering with excellent insulating properties, fully covering the pipe properly secured by good quality taping. External connection pipes should be buried at least 3 Feet below ground for insulation from cold climate. There should be appropriate insulating arrangement for overhead water tanks for preventing the water from freezing.

**17. PAINTING:**

(Refer Table number 3 and 4)

Providing and applying jointing compounds to finish the joints in external cladding and thereafter base preparation, priming coat, wall putty and final finish as per approved drawings and design. Internal cladding should be finished with proper jointing compound to make smooth finish of the wall and thereafter base preparation, priming coat, wall putty, sand papering and final finish as per approved drawings and design.

Wherever required, the external cladding shall be of decorative patterned finished as per approval from the employer for better aesthetics. All the MS items shall be painted with red oxide paint to prevent it from rust.

**18. CEILING**

(Refer Table Number 3)

Providing and fixing false ceiling with 3mm thick ACP sheet exterior grade / side laminated tiles/ acoustic tiles / cement board fixed into T-Grid frame work with main runners and cross runners fixed to main runners placed 600mm centre to centre both ways so as to form a grid of 600mm square. The frame work shall be suspended from ceiling by level adjusting hangers off. The suspenders shall be placed 600x1200 center to center including fixing to the frame. In wet area ACP sheets 3.0 mm thick exterior grade/ coated metallic sheet ceiling (non-corrosive) should be provided.

## 19. ELECTRICAL WORK:

Refer Additional condition for Electrical and Allied Services and table number 5.

Electrical connection shall be in 3 phase wiring running up to external face of the wall of the structure near main door. All wirings shall be concealed type & shall be of PVC insulates copper flexible FRLS wire of ISI marked.

- ❖ ISI marked PVC copper flexible FRLS wire of required dia.– for point internal wiring.
- ❖ ISI marked PVC copper flexible FRLS wire of required dia. – for main circuit wiring.
- ❖ PVC 25 mm conduit of standard make & ISI marked.

The following electrical fittings shall be considered for all rooms:

- I. Exhaust fan minimum size of 300 X 300 mm ISI marked with air forced openable fins as per requirement.
- II. LED light within built LED as per requirement.
- III. 5A switches/socket ISI marked as per requirement.
- IV. 15 A switches/socket ISI marked as per requirement.
- V. MCB ISI marked as per requirement.
- VI. Switch board: PVC with standard selection ISI marked as per requirement (Modular).
- VII. Distribution board ISI marked as per requirement.
- VIII. Ceiling mounted grid of tube light of size 600x600 mm LED as per required size of room.

### **Note:-**

1. All the lighting circuits should be wired with 3 X 1.5 Sq.mm FRLS multi-stand wires of Havells, Finolex or equivalent make with approval of Employer.
2. All the power plugs (15/16 amps) and light plugs (5/6 amps) should be wired with 3 X 4.0Sq.mm FRLS multi-stand wires of Havells, Finolex or equivalent make with approval of Employer.
3. All the power plugs (15/16 amps) should be controlled through individual MCB of appropriate ratings of Havells, Legrand, North west, L&T or equivalent make with approval of Employer.
4. Not more than three light plugs (5/6 amps) should be connected in circuit controlled through MCB of appropriate rating.
5. Maximum of 10 light points or 800 Watts load should be connected in a circuit controlled through MCB of appropriate rating.
6. All the switches and sockets should be Modular type.
7. All the DB's (Vertical or Horizontal) should be double door type of make Le grand, Siemens, C&S,



L&T(Hager), Schneider with the approval of Employer.
8. Free/Wall mounting LT panel made of CRCA sheet 1.6 mm thick with 200 Amp TPN MCCB as incomer along with required number of outgoing feeders with one spare feeder and having digital voltmeter and ammeter.
9. Two earth pits with GI plate earthing to each building are to be provided.
10. All the electrical works should be carried out as per PWD general specification for electrical works, part – 1, Internal 2005 with up to date amendments.
11. All the electrical works should be carried out by 'A' Class wiring contractor.
12. All the VTPN & other DBs will be in the scope of the contractor.
13. Any increase in the number of points /luminaries within range of 5% of total quantity will be deemed to be in the scope of the contractor.
14. Every switch board/box, fans and all the fixtures should be duly earthed.
15. All the sub mains should be connected with armored copper cable of appropriate rating with two number earth wire of 4.0 mm dia. bare conductor.
16. Lightening protection complete with lightening conductor connecting Hnp (Copper) and earthing set as directed by Employer.

## 20. PRODUCTS

### 21.1 Materials

All materials to be supplied by the Contractor shall conform to relevant Indian Standards as approved by the Employer.

Steel materials required for the work shall be free from imperfections, mill scales, slag intrusions, laminations, pitting, rust etc that may impair strength, durability and appearance. All materials shall be of tested quality only. Test Certificates in respect of each consignment shall be submitted to Employer before use in work. Whenever the materials are permitted for procurement from identified stocks, a random sample shall be tested at an approved laboratory as directed by the Employer.

### 21.2 Structural Steel

Structural steel conforming to IS 2062: Grade B-fe 410 (yield strength = 240). MPa and IS 4923: 2017 for MS tubular section shall be used for main members of girder structures, cross girder members, bracings, gussets plates etc. Reinforcement steel shall be from Tata (TISCO).

#### 21.2.1 Bolts and Nuts

For splicing of any structural member wherever required HSFG bolts and nuts of property class-8.8 conforming to IS:3757 and IS:6623 (1985) respectively shall be used. Unless specified otherwise, the

bolts shall be hexagonal. All the HSFG bolts are tightened up to the proof load as per IS:4000 (1992). All anchor bolts shall be of property class of 8.8 shall conform to IS:1363 (1992), IS:1364 (1992) and IS:1367, as applicable, and unless specified otherwise, shall be hexagonal. All nuts shall conform to property class compatible with the property class of the bolt used. Washers For HSFG bolts, washer shall be conforming to IS:6649 (1985).

Plain washers shall be conforming to IS:5369 (1975), unless otherwise specified. One washer shall be supplied with each bolt and, in case of special types of bolts, more than one washer as needed for the purpose shall be supplied. An additional double coil helical spring washer, conforming to IS: 6755 (1980), shall be provided for bolts carrying dynamic or fluctuating loads and those in direct tension.

### 21.3 STORAGE OF MATERIALS

#### 21.3.1 **General**

All materials shall be so stored as to prevent deterioration, and to ensure the preservation of their quality and fitness for the work. If required by the Employer, the materials shall be stored under cover and suitably painted for the protection against weather condition. Any material, which has deteriorated or has been damaged shall be removed from site and replaced by new members as directed by the Employer at no extra cost and time.

- a) The steel to be used in fabrication shall be stored in a separate stack clear of the ground section wise and lengthwise.
- b) The storage area shall be kept clean and property drained. Structural steel shall be so stored and handled in such a manner that members are not subject to excessive stresses and damage. Girders and beams shall be placed in upright position. Long members shall be supported on closely spaced skids to avoid unacceptable deflection.
- c) The Contractor shall have a suitable shop storage yard at his own premises for storing the fabricated steel structures and other materials. The yard shall have proper facilities such as drainage and lighting including access for cranes, trailers and other heavy equipments.
- d) All shops / field connection materials, shop paints etc. shall be stored on racks and platforms, off the ground in a properly covered building by the contractor.
- e) The contractor shall have proper arrangement for sand blasting of steel sections so that these sand blasted materials may be used for fabrication wherever required

### 22. UPVC / Aluminum /wooden doors, windows, ventilators etc. glazing specifications

#### 22.1 **Extent and intent:-**

The work shall be carried out in the factory through an approved special agency, who shall furnish all material, labour, accessories, equipment, tool and plants and incidentals required for providing and installing anodized / powder – coated aluminum doors, windows, claddings, louvers and other items as called for on the drawings. The drawings and specifications cover the major requirement only. The supplying of additional fastenings, accessories, fixtures and other items not mentioned specifically herein, but which are necessary to make a complete installation shall be a part of this contract. Hinges for openable panel shall be stainless steel friction hinges / stays selected for specified wind load and dead loads or specifically extruded in-built hinges.

#### 22.2 **General:-**

Aluminum doors, windows etc. shall be of sizes, section details as approved by the employer. The details shown on the drawings indicate generally the sizes of the component part and general standards. These may be varied slightly to suit the standard adopted by the manufacturers. Before proceeding with any manufacturing, the contractor shall prepare and submit complete manufacturing and installation drawings

for approval of the employer and no work shall be performed until the approval of these drawing is obtained.

### 22.3 Sections:-

Aluminum doors and windows shall be fabricated from extruded sections of profiles as details on drawings. The sections shall be extruded by the manufacturers approved by the employer. The aluminum extruded sections shall conform to BIS designation IIE/IIV 9 WP alloy, with chemical composition technical properties, as per IS: 733 and IS: 1285. The permissible tolerance of the extruded sections shall be such as not to impair the proper and smooth function / operations and appearance of doors and windows.

### 22.4 Fabrication:-

Door, windows etc. shall be fabricated to sizes at factory and shall be of section, sizes, combinations and details as shown on the drawings. All doors, windows etc. shall have mechanical joints. The joints shall be designed to withstand a minimum wind load of 150 Kg per Sqm. The design shall also incur that the maximum deflection of any member shall not exceed 1/175 of the span of the member. All member shall be accurately machined and fitted to form hairline joints prior to assembly. The joints accessories such as cleats, brackets etc. shall be of such material as not to cause any bimetallic action. The design of the joints and accessories shall be such that the accessories are fully concealed. The fabrication of doors, windows, etc. shall be done in suitable sections to facilitate easy transportation, handling and installation. Adequate provision shall be made in the door and window members for anchoring to support and fixing of hardware and other fixture as approved by the employer.

Note: Any discrepancies noticed in architectural drawings / technical specifications should be brought to the notice of employer and his decision shall be final.

### 22.5 Anodizing / Powder coating: -

All aluminum sections shall be powder coated (minimum 50 micron thickness) as per requirement as per IS: 7088 and to required colour as specified in the item as per IS: 1868 grading as specified in item schedule after cutting the member to requisite sizes before the final assembly. Powder coating shall be of minimum 50-micron thickness. Anodizing conforming to specified grade with minimum average thickness of 15 micron when measured as per IS: 612. The anodic coating shall be properly sealed by steams or in boiling water are cold sealing process as per IS: 1868 / IS: 6057. Polythene tape protection shall be applied on the anodized section before they are brought to site. All care shall be taken to ensure surface protection during transportation, storage at site and installation. The tape protection shall be removed on installation. The sample will be tested in the approved laboratory and cost of samples; etc. shall be borne by the contractor.

### 22.6 Protection of finish: -

All aluminum members shall be wrapped with approved self – adhesive non – staining PVC tapes.

### 22.7 Installation: -

Just prior to installation the doors, windows, etc. shall be uncreated and stacked on edge on level bearers and supported evenly. The frame shall be fixed into position true to line and level using adequate number of expansion machine bolts, anchor fasteners, of approved size and manufacture and in an approved manner. The holes and concrete / masonry members for housing anchor bolts shall be drilled with an electrical drill.

The door / windows assembled as shown on drawings shall be placed in correct final position on the opening and marks made on concrete members at jambs, sills and heads against the hole provided in frames for anchoring. The frame shall then be removed from the opening and laid aside. Neat holes with parallel sides of appropriate size shall then be drilled in the concrete members with an electric drill at the

marking to house the expansion bolts. The expansion bolts shall then be inserted in the holes, struck with a light hammer till the nut is forced into the anchor shell. The frame shall then be placed in final position in the opening and anchored to the support through cadmium plated machine screws of required size and anchored to the support through cadmium plated machine screws of required size threaded to expansion bolts. The frame shall be set in the opening by using wooden wedges at supports and be plumbed in position. The wedges shall invariably be placed at the meeting at points of glazing bars and frames.

#### **22.8 EPDM rubber / neoprene gaskets: -**

The contractor shall provide and install EPDM rubber / neoprene gasket of approved size and profile at all locations as shown and as called for to render the doors, window etc. absolutely air light and weather tight. The contractor shall produce samples of the gaskets for approval and shall procure the same after approval only. The gasket material should have at least 10 years warranty.

#### **22.9 Fittings: -**

Hinges, stays, handles, tower bolts, locks and other fittings shall be powder coated in same finish of joinery and of quality and manufacturer as approved by the employer.

#### **22.10 Poly – sulphide :-**

The gaps between frames and supports and also any gaps in the door and windows section shall be raked out as directed and filled with poly-sulphide of approved colour and make to ensure complete water tightness. The poly-sulphide shall be of such colour and composition that it would not stain the masonry / concrete work, shall receive paint without bleeding, will not sag or run and shall not set hard or dry out in any conditions of weather. The sample of poly-sulphide to be used for this purpose shall be got approved from the employer before its actual use.

Note: Any discrepancies noticed in architectural drawings / technical specification should be brought to the notice of employer and his decisions shall be final.

Wooden doors as per Table 4 shall be as per HPPWD specifications.

#### **22.11 Details of UPVC windows**

The profiles are hollow, multi-chambered and steel reinforced with an outer wall thickness of 2.2 mm. uPVC Window, fabricated according to designed opening of wall thickness  $2.2\text{mm} \pm 0.25\text{mm}$  made out of extruded section plain uPVC sections. The window frame made out of rigid uPVC sections meter cut at 4 corners & joint with plastic fusion welding with internal reinforce required. The shutter section made out of extruded rigid uPVC with internal reinforced with provision of 6mm heat tempered, double glazed with argon gas filled & sealed all around and stainless-steel wire mesh as per requirement. The window shall be fixed to the wall using 65x100mm long galvanized fasteners at a suitable place provided for each vertical and horizontal member etc. complete as per manufacture's specification and direction of Engineer-in-charge.

##### **Construction**

The window unit is designed with all corners, transom/mullion joints mitered and fusion welded. The entire window is steel reinforced, which further increases the structural integrity of the frame. The window unit is designed such that water drainage does not pass through the reinforcement chamber. The product is free from all sharp edges and blurs.

##### **Hardware & Fittings**

All hardware including its fixings is of materials resistant to or protected against atmospheric corrosion. Where hardware is fixed through the reinforcement, all screws penetrate the reinforcement by at least 2 mm. The windows incorporate a large variety of security devices such as multi-point locking including espagnolettes with mushroom headed catch. Handles and locks are designed so that they cannot be released from the outside by any mechanism.

**Installation**

The Window Systems can be fixed directly to the brickwork or surrounding structure using proprietary fixings and silicon sealant. Alternatively, a variable fixing plug fixed to the outside of the frame can be simply fixed to the structure, no matter what the cavity width, no timber or other sub frames are necessary.

**Glazing**

Double-glazing up to 30mm. The Window System shall be doubly glazed with 5-12 mm thick toughened glass with 10-15mm Gap in between which is held in place with a spacer bar and filled with Argon gas and properly sealed allaround.

**Double-Skin Facade** – Supply and installation of 20mm Polycarbonate sheet (Thermoplastic material) / 5mm glass skin to the external façade to act as a trombe wall for heating and natural thermal insulation.

Steel Hollow Sections (75 x 150 x 5mm, 75 x 75 x 3mm, 50 x 50 x 3mm) framework attached to the external façade of the structure. The aesthetics of framework / external skin shall be got approved from the employer.

**Water Drainage**

Water drainage is made in the profile to ensure that if any water comes due to an open window, then it is immediately drained out.

The contractor shall propose the system to the employer and get it approved before actual installation at site.

**Supplementary Information****Provided by the Employer**

1. The supplementary information provided to the Bidder to assist the Bidder in preparing the Bid. The Employer bears no liability for the supplementary information provided and the Bidder is advised to prepare their own investigations.
2. The Bidder shall visit and study the site and satisfy himself regarding access to site, working conditions, accommodation for workers etc-
3. The Bidder shall make his own topography / utility / soil investigation survey for the desired outcome to the satisfaction of the client.
4. The drawings attached with the tender showing floor plans, section and 3D view are indicative only. Bidder should visit the site and verify the ground information at his risk and cost.

### Personnel Requirements

Using Form PER-1 and PER-2 in Section 4 (Bidding Forms), the Bidder must demonstrate it has personnel that meet the following requirements:

**Table 9**

No.	Position	Qualification	Minimum Experience	Experience In Similar Work	Period of deployment
			[years]	[years]	(months)
1	Construction cum Project Manager – 1 Nos.	B.Tech Civil	12	3	Continuous
2	Site Engineers – 1 Nos.	B.Tech	7	3	Continuous
3	Architectural Design Manager – 1 Nos.	Msc/ M.arch	15	5	Intermittent, as and when required
4	Architect – 1 Nos.	B.Arch	10	3	As required by work program
6	Structural Design Engineers – 1 Nos.	M.Tech – structures	12	5	As required by work program
7	Electrical Design Engineer – 1 Nos.	M.Tech – Electrical	10	3	As required by work program
8	Public Health Engineers - 1	M.Tech (Civil)	10	3	As required by work program
9	HVAC Engineer - 1	B.Tech (Mech.)	10	5	As required by work program
10	Drafts men – 2 Nos.	Diploma in Architecture/ Civil	5	2	As required by work program
11	Quantity Surveyor -1 Nos.	B.Tech Civil	10	5	As required by work program and intermittent
12	QA QC Engineer	B.Tech Civil	10	5	Continuous
13	HSE Officer	B.sc. With diploma in safety management from Government institution	5	2	Intermittent, as and when required.

## Equipment Requirements

Using Form EQU in Section 4 (Bidding Forms), the Bidder must demonstrate it has the key equipment listed below:

Table 10

No.	Equipment Type and Characteristics	Minimum Number Required
1	Facility of automated CNC cold roll forming machine of reputed make having capacity of rolling material of thickness 0.75 mm to 1.80 mm and other parameters required for the fabrication of LGSF material	1 No.
2.	Facility (Workshop space) of Fabrication and machine welding	1 No.
3	Excavators with chiseling equipment	1 No.
4	Tippers/Dumpers	2 No.
5	Transit Concrete mix plant – weigh batch type	1 No.
6	Mechanical Concrete mixers	2No.
7	Material Hoist	2 No.
8	Hydra	1 No
9.	Crane capable of handling required load of material up to required height and reach, with proper safety devices (can be hired) and should be able to help in erection of structure as per the approved work program.	1 No.

It is imperative for the contractor to provide a fully functional site laboratory with adequate equipment as per the approved list for testing of construction material. The laboratory should have qualified and approved staff for testing construction material.



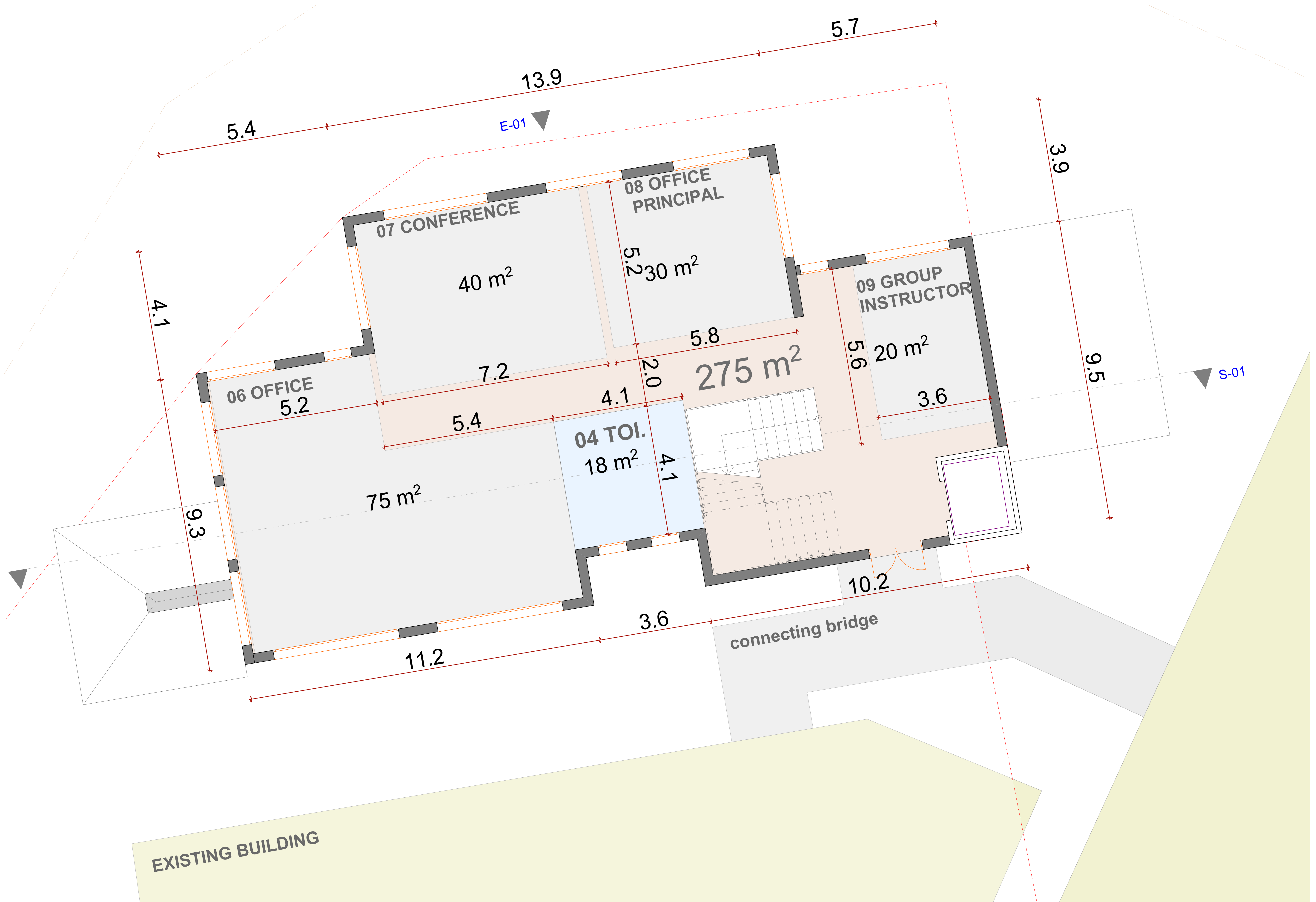
# CLC JUBBAL : TENDER DRAWINGS

**NOTE:** THESE DRAWINGS ARE INDICATIVE ONLY; JUST TO INDICATE THAT THE REQUIREMENTS ARE FULFILLED WITHIN THE GIVEN PLOT AREA AND FOR HIGHER LEVEL ESTIMATES.CONTRACTOR TO STRICTLY DESIGN THE BUILDING AFRESH AS PER THE BUILT UP AREA GIVEN IN THE SECTION -6 OF THE CONTRACT DOCUMENT



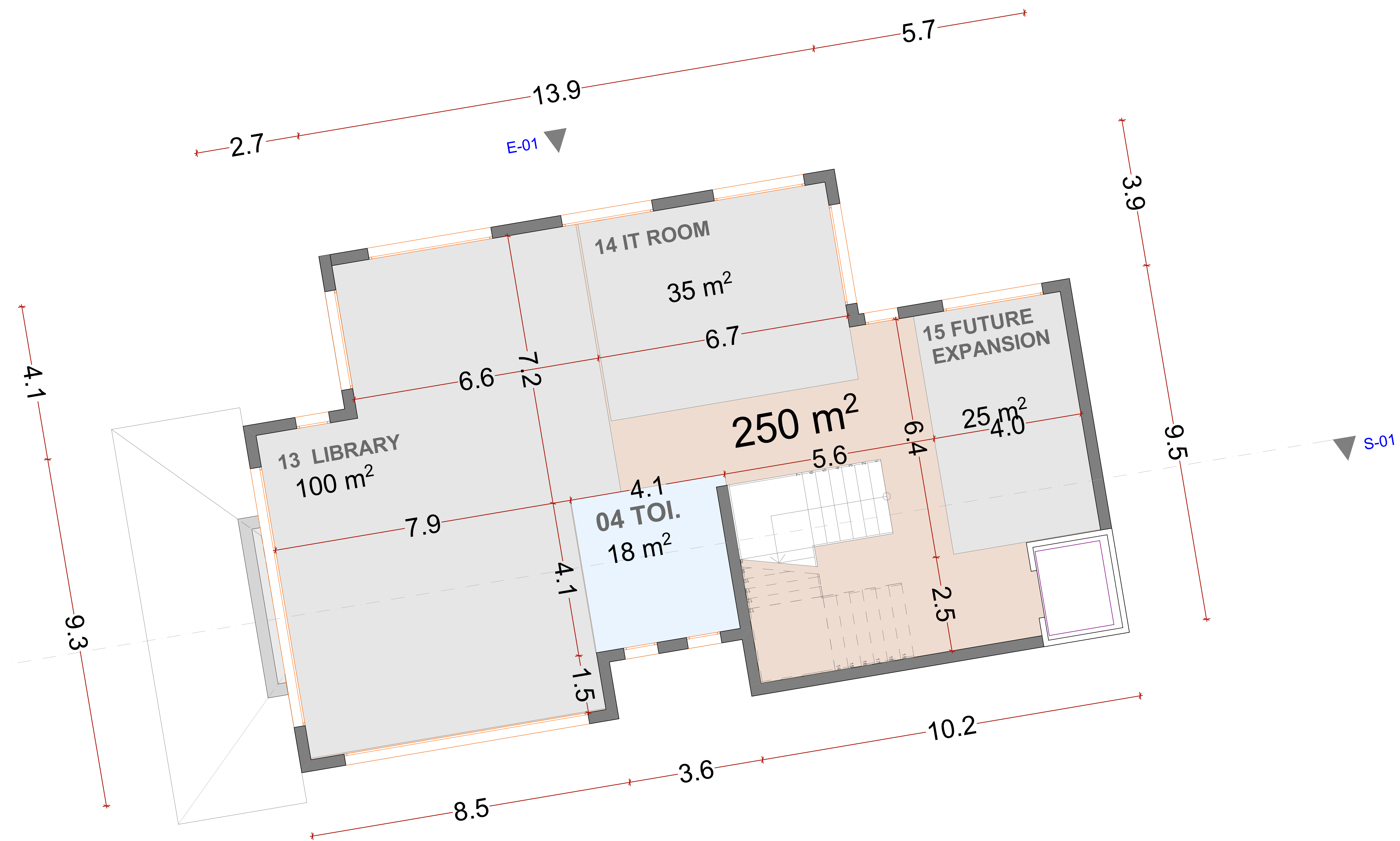


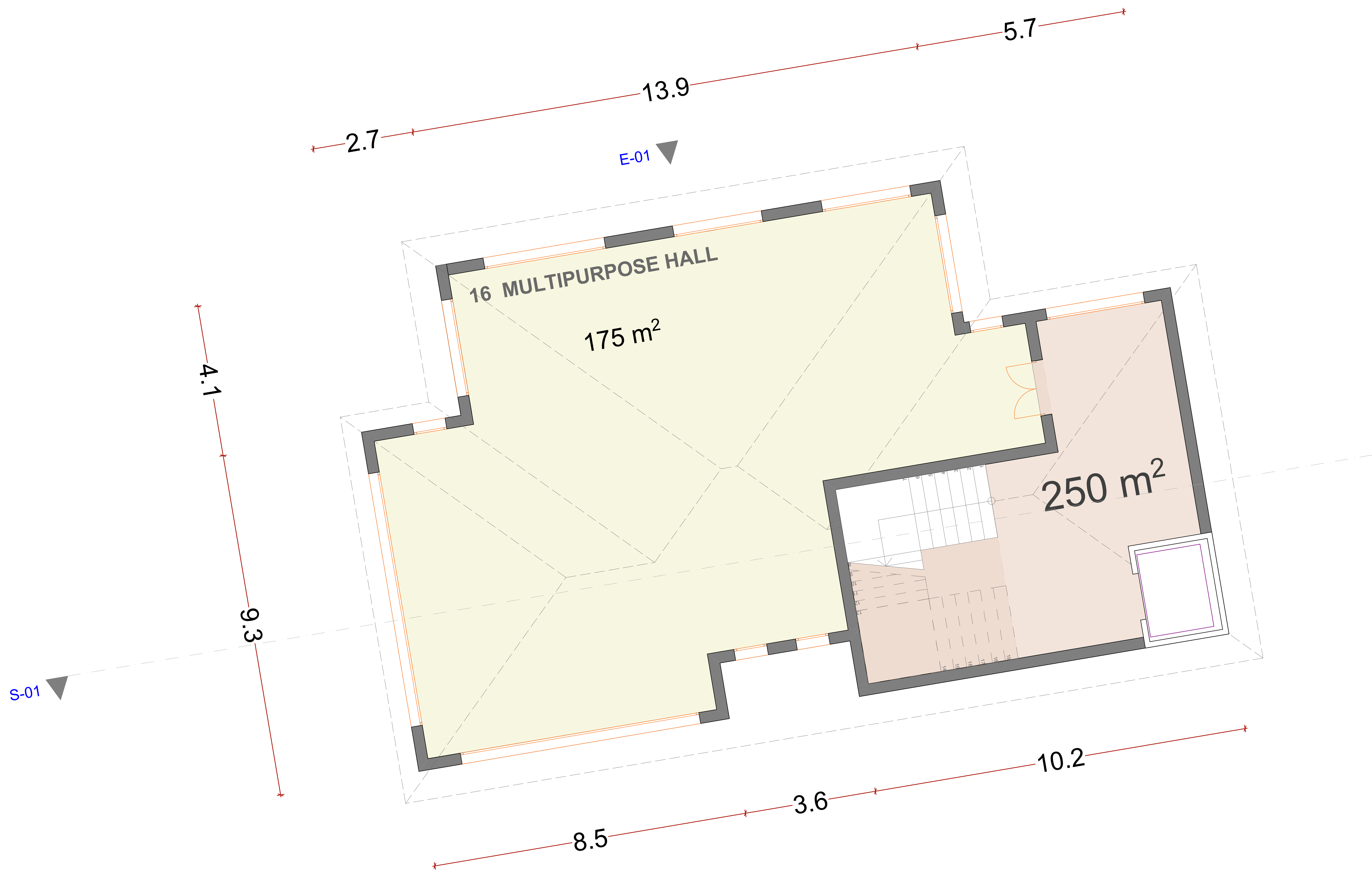




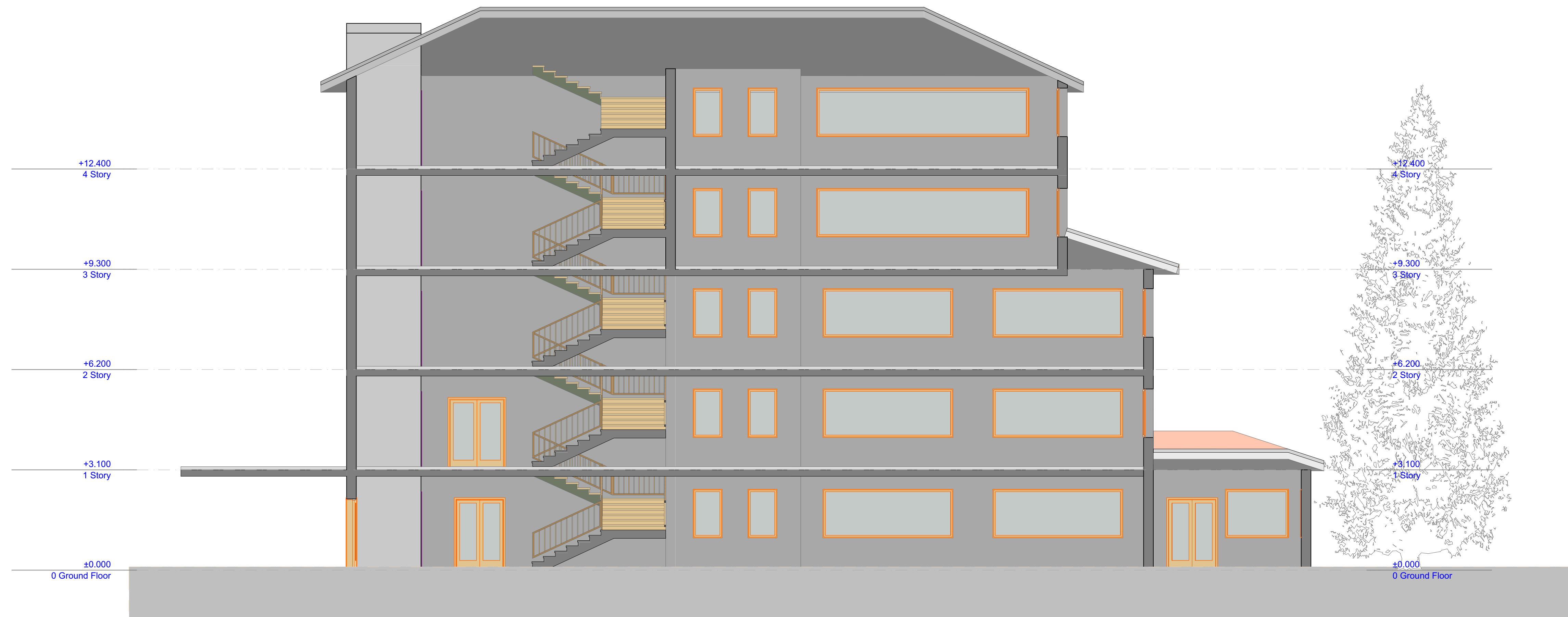












**SECTION S-01**



**ELEVATION A (North Side)**







## Section 7 - General Conditions of Contract

Public Works Department, Government of Himachal Pradesh

[Name of Employer]

\_\_\_\_\_  
[Name of Contract]



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## General Conditions of Contract

### A. General

#### 1. Definitions

##### 1.1 Boldface type is used to identify defined terms.

- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 29.1[Appointment of Adjudicator] hereunder.
- (d) Bank means the financing institutions named in the Particular Conditions of Contract (PCC).
- (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.
- (f) Compensation Events are those defined in GCC 51.1[Compensation Events]hereunder.
- (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC 69.1 [Completion].
- (h) The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC 2.3 below.
- (i) The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.
- (k) The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) Days are calendar days; months are calendar months.
- (m) Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- (n) A Defect is any part of the Works not completed in accordance with the Contract.
- (o) The Defects Liability Certificate is the certificate issued by the Project Manager upon correction of defects by the Contractor.

- (p) The Defects Liability Period is the period calculated from the Completion Date where the Contractor remains responsible for remedying defects.
- (q) Drawings include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The Employer is the party who employs the Contractor to carry out the Works, as specified in the PCC.
- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) Force Majeure means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (u) In writing or written means hand-written, type-written, printed or electronically made, and resulting in a permanent record.
- (v) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (w) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the PCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (x) Letter of Acceptance means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
- (y) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (z) Party means the Employer or the Contractor, as the context requires.
- (aa) PCC means Particular Conditions of Contract.
- (bb) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (cc) The Project Manager is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (dd) Retention Money means the aggregate of all monies retained by the Employer pursuant to GCC 55.1 [Retention].
- (ee) Schedules means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.

- (ff) The Site is the area defined as such in the PCC.
- (gg) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (hh) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (ii) The Start Date is given in the PCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (jj) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (kk) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (ll) A Variation is an instruction given by the Project Manager which varies the Works.
- (mm) The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.

## 2. Interpretation

- 2.1 In interpreting these GCC, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is specified in the PCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
  - (a) Contract Agreement, (b) Letter of Acceptance, (c) Letter of Bid,
  - (d) Particular Conditions of Contract,
  - (e) the List of Eligible Countries that was specified in Section 5 of the bidding document,
  - (f) General Conditions of Contract, (g) Specifications,
  - (h) Drawings,
  - (i) Completed Activity Schedules or Bill of Quantities, and

- (j) any other document listed in the PCC as forming part of the Contract.
3. Language and Law
- 3.1 The language of the Contract and the law governing the Contract are stated in the PCC.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
- (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from, or any payments to, a particular country, person, or entity. Where the borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.
4. Contract Agreement
- 4.1 The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the attached Contract forms in Section 8. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.
5. Assignment
- 5.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party
- (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party; and
- (b) may, as security in favor of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.
6. Care and Supply of Documents
- 6.1 The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
- 6.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.
- 6.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.
- 6.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.
7. Confidential Details
- 7.1 The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow

its proper implementation.

7.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

7.3 Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this Clause.

#### 8. Compliance with Laws

8.1 The Contractor shall, in performing the Contract, comply with applicable Laws.

8.2 Unless otherwise stated in the Particular Conditions,

(a) the Employer shall acquire and pay for all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the [Employer's Country or country where the Site is located] which (i) such authorities or undertakings require the Employer to obtain in the Employer's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract;

(b) the Contractor shall acquire and pay for all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the [Employer's Country or country where the Site is located] which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals, and/or licenses that are not the responsibility of the Employer under Subclause 8.2(a) hereof and that are necessary for the performance of the Contract. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties, and expenses of whatever nature arising or resulting from the violation of such laws by the Employer or its personnel, including the Subcontractors and their personnel, but without prejudice to Subclause 8.1 hereof.

#### 9. Joint and Several Liability

9.1 If the Contractor is a joint venture of two or more persons, all such persons shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the joint venture.



		The composition or the constitution of the joint venture shall not be altered without the prior consent of the Employer.
10. Project Manager's Decisions	10.1	Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
11. Delegation	11.1	The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.
12. Communications	12.1	Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.
13. Subcontracting	13.1	The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.
14. Other Contractors	14.1	The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.
15. Personnel and Equipment	15.1	The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the functions stated in the Schedule or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
	15.2	If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within 7 days and has no further connection with the work in the Contract.
	15.3	If the Employer, Project Manager, or Contractor determines, that any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive, or other prohibited practices during the execution of the Works, then that employee shall be removed in accordance with Clause 15.2 above.
16. Employer's and Contractor's Risks	16.1	The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
17. Employer's Risks	17.1	From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
	(a)	The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

- (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
    - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 17.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
  - (a) a Defect which existed on the Completion Date,
  - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
  - (c) the activities of the Contractor on the Site after the Completion Date.
- 18. Contractor's Risks
  - 18.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks, are Contractor's risks.
- 19. Insurance
  - 19.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the PCC for the following events, which are due to the Contractor's risks:
    - (a) loss of or damage to the Works, Plant, and Materials; (b) loss of or damage to Equipment;
    - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
    - (d) personal injury or death.
  - 19.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
  - 19.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance, which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
  - 19.4 Alterations to the terms of an insurance shall not be made without the

approval of the Project Manager.

- 19.5 Both parties shall comply with any conditions of the insurance policies.
20. Site Investigation Reports
- 20.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the PCC, supplemented by any information available to the Contractor.
21. Contractor to Construct the Works
- 21.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
22. The Works to Be Completed by the Intended Completion Date
- 22.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
23. Designs by Contractor and Approval by the Project Manager
- 23.1 The Contractor shall carry out design to the extent specified in the PCC. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on, taking these comments into account as necessary.
- 23.2 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings..
- 23.3 The Contractor shall be responsible for design of Temporary Works.
- 23.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 23.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 23.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
24. Safety
- 24.1 The Contractor shall be responsible for the safety of all activities on the Site.
25. Discoveries
- 25.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.
26. Possession of the Site
- 26.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC, the Employer shall be deemed to have delayed the start of the

- relevant activities, and this shall be a Compensation Event.
27. Access to the Site
- 27.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
28. Instructions, Inspections, and Audits
- 28.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.
- 28.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 28.3 The Contractor shall permit ADB to inspect the Contractor's accounts, records, and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by ADB. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from ADB.
29. Appointment of the Adjudicator
- 29.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the PCC, to appoint the Adjudicator within 14 days of receipt of such request.
- 29.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.
30. Procedure for Disputes
- 30.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 30.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 30.3 The Adjudicator shall be paid by the hour at the rate specified in the PCC, together with reimbursable expenses of the types specified in the PCC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the

Adjudicator's decision shall be final and binding.

30.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PCC.

#### B. Staff and Labor

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| 31. Forced Labor                            | 31.1 The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor-contracting arrangements.  |
| 32. Child Labor                             | 32.1 The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.  |
| 33. Workers' Organizations                  | 33.1 In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with national law. Where national law substantially restricts workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where national law is silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers representatives. Worker organizations are expected to fairly represent the workers in the workforce. |
| 34. Nondiscrimination and Equal Opportunity | 34.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on nondiscrimination in employment, the Contractor shall meet this Subclause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.                             |

## C. Time Control

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| 35. Program                                   | <p>35.1 Within the time stated in the PCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.</p> <p>35.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.</p> <p>35.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the PCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the PCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.</p> <p>35.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.</p> |
| 36. Extension of the Intended Completion Date | <p>36.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.</p> <p>36.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.</p>  |
| 37. Acceleration                              | <p>37.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.</p> <p>37.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.</p>  |
| 38. Delays Ordered by the Project             | <p>38.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.</p>   |

## Manager

39. Management Meetings
- 39.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 39.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
40. Early Warning
- 40.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 40.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

## D. Quality Control

41. Identifying Defects
- 41.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
42. Tests
- 42.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.
43. Correction of Defects
- 43.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 43.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.
44. Uncorrected Defects
- 44.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this

amount.

#### E. Cost Control

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| 45. Contract Price                | <p>45.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.</p> <p>45.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.</p>  |
| 46. Changes in the Contract Price | <p>46.1 In the case of an admeasurement contract:</p> <ul style="list-style-type: none"> <li>(a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25%, provided the change exceeds 1% of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.</li> <li>(b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15%, except with the prior approval of the Employer.</li> <li>(c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.</li> </ul> <p>46.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.</p> |
| 47. Variations                    | <p>47.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.</p> <p>47.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.</p> <p>47.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.</p> <p>47.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying</p>  |



the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

47.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

47.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC46.1 [Changes in the Contract Price] or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

#### 48. Cash Flow Forecasts

48.1 When the Program, or, in the case of a lump sum contract, the Activity Schedule, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

#### 49. Payment Certificates

49.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

49.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

49.3 The value of work executed shall be determined by the Project Manager.

49.4 The value of work executed shall comprise,

- (a) in the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
- (b) in the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.

49.5 The value of work executed shall include the valuation of Variations and Compensation Events.

49.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

#### 50. Payments

50.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be

calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

50.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

50.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

50.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

#### 51. Compensation Events

51.1 The following shall be Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 26.1 [Possession of the Site].
- (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

51.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

51.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

51.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

## 52. Tax

52.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 28 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC 54.1 [Price Adjustment].

## 53. Currencies

53.1 Where payments are made in currencies other than the currency of the Employer's country specified in the PCC, the exchange rates used for calculating the amounts to be paid shall be the exchange rates stated in the Contractor's Bid.

## 54. Price Adjustment

54.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the PCC. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \text{ Imc/Ioc}$$

where:

$P_c$  is the adjustment factor for the portion of the Contract Price payable in a specific currency "c."

$A_c$  and  $B_c$  are coefficients<sup>1</sup> specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

<sup>1</sup> The sum of the two coefficients  $A_c$  and  $B_c$  should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulas for all currencies, since coefficient  $A_c$ , for the nonadjustable portion of the payments, is a

Imc is a consolidated index prevailing at the end of the month being invoiced and loc is the same consolidated index prevailing 28 days before Bid opening for inputs payable; both in the specific currency "c."

54.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

55. Retention

55.1 The Employer shall retain from each payment due to the Contractor the proportion stated in thePCC until Completion of the whole of the Works.

55.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 69.1 [Completion], half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" bank guarantee.

56. Liquidated Damages

56.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in thePCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in thePCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

56.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 50.1 [Payments].

57. Bonus

57.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day stated in thePCC for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

58. Advance Payment

58.1 The Employer shall make advance payment to the Contractor of the amounts stated in thePCCby the date stated in thePCC, against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid

very approximate figure (usually 0.10 ~ 0.20) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency is added to the Contract Price.

by the Contractor. Interest shall not be charged on the advance payment.

58.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

58.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

#### 59. Securities

59.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in the PCC, by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee.

#### 60. Dayworks

60.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

60.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within 2 days of the work being done.

60.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

#### 61. Cost of Repairs

61.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

#### F. Force Majeure

#### 62. Definition of Force Majeure

62.1 In this Clause, "Force Majeure" means an exceptional event or circumstance,

- (a) which is beyond a Party's control;
- (b) which such Party could not reasonably have provided against before entering into the Contract;
- (c) which, having arisen, such Party could not reasonably have avoided or overcome; and

(d) which is not substantially attributable to the other Party.

62.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war;
- (c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel;
- (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity; and
- (e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

63. Notice of Force Majeure

63.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

63.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

63.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

64. Duty to Minimize Delay

64.1 Each Party shall at all times use all reasonable endeavours to minimize any delay in the performance of the Contract as a result of Force Majeure.

64.2 A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

65. Consequences of Force Majeure

65.1 If the Contractor is prevented from performing its substantial obligations under the Contract by Force Majeure of which notice has been given under GCC Subclause 63 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to GCC Subclause 30.1 [Procedure for Disputes] to

- (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Subclause 36 [Extension of the Intended Completion Date]; and

- (b) if the event or circumstance is of the kind described in subparagraphs (a) to (d) of GCC Subclause 62.2 [Definition of Force Majeure] and, in the case of subparagraphs (b) to (d), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destructed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC Subclause 19 [Insurance].
- 65.2 After receiving this notice, the Project Manager shall proceed in accordance with GCC Subclause 10 [Project Manager's Decisions] to agree or determine these matters.
66. Force Majeure Affecting Subcontractor
- 66.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's nonperformance or entitle him to relief under this Clause.
67. Optional Termination, Payment and Release
- 67.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under GCC Subclause 63 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with GCC Subclause 73.5 [Termination].
- 67.2 Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate, which shall include
- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
  - (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
  - (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
  - (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
  - (e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of termination.
68. Release from Performance
- 68.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or

unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance,

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC Subclause 67 [Optional Termination, Payment and Release] if the Contract had been terminated under GCC Subclause 67.

#### G. Finishing the Contract

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|---------------------------------------|---|
| 69. Completion                        | 69.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.  |
| 70. Taking Over                       | 70.1 The Employer shall take over the Site and the Works within 7 days of the Project Manager's issuing a certificate of Completion.  |
| 71. Final Account                     | 71.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate. |
| 72. Operating and Maintenance Manuals | <p>72.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.</p> <p>72.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the PCC pursuant to GCC 72.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the PCC from payments due to the Contractor.</p>   |
| 73. Termination                       | <p>73.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.</p> <p>73.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:</p> <ul style="list-style-type: none"> <li>(a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;</li> </ul>   |



- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Project Manager gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Subclause 22.1 [The Works to be Completed by the Intended Completion Date] and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager;
- (g) the Contractor does not maintain a Security, which is required;
- (h) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC; and
- (i) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to GCC 74.1 [Fraud and Corruption].

73.3 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC 73.2 above, the Project Manager shall decide whether the breach is fundamental or not.

73.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

73.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

#### 74. Fraud and Corruption

74.1 ADB's Anticorruption Policy requires that Borrowers (including beneficiaries of ADB-financed activity), as well as Contractors, Subcontractors, Manufacturers, and Consultants under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to

influence improperly the actions of another party;

- (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
  - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
  - (v) "obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (e) materially impeding ADB's contractual rights of audit or access to information; and
  - (vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
  - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and
  - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a

stated period of time, to participate<sup>2</sup> in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

- |                                      |  |
|--------------------------------------|--|
| 75. Payment upon Termination         | <p>75.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.</p> <p>75.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.</p> |
| 76. Property                         | 76.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.   |
| 77. Release from Performance         | 77.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterward to which a commitment was made.  |
| 78. Suspension of ADB Loan or Credit | <p>78.1 In the event that ADB suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made,</p> <ul style="list-style-type: none"> <li>(a) the Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received ADB's suspension notice.</li> <li>(b) if the Contractor has not received sums due it within the 28 days for payment provided for in GCC50.1 [Payments], the Contractor may immediately issue a 14-day termination notice.</li> </ul>   |

<sup>2</sup> Whether as a Contractor, Nominated Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document). A Nominated Subcontractor is one which either has been: (i) included by the Bidder in its prequalification application or bid because it brings specific and critical experience and know-how that are accounted for in the evaluation of the Bidder's prequalification application or the bid; or (ii) appointed by the Employer.

**79. Eligibility**

79.1 The Contractor shall have the nationality of an eligible country as specified in Section 5 [Eligible Countries] of the bidding document. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

79.2 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as specified in Section 5 [Eligible Countries] of the bidding document and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment, and services.

79.3 For purposes of GCC 79.2, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

## Section 8 - Particular Conditions of Contract

The following Particular Conditions of Contract shall supplement the GCC. Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

### Particular Conditions of Contract

<b>A. General</b>	
<b>GCC 1.1 (d)</b>	The financing institutions is: Asian Development Bank (ADB)
<b>GCC 1.1 (r)</b>	The Employer is: Public Works Department, Government of Himachal Pradesh, represented by Chief Engineer (SZ), Shimla Zone
<b>GCC 1.1 (w)</b>	The Intended Completion Date for the whole of the Works shall be 15 months from the Start Date.
<b>GCC 1.1 (cc)</b>	The Project Manager is: Executive Engineer, Himachal Pradesh Public Works Department (HPPWD) Jubbal Division (Email id: ee-jub-hp@nic.in)
<b>GCC 1.1 (ff)</b>	The Site is located at Udaipur as defined in drawing.
<b>GCC 1.1 (ii)</b>	The Start Date shall be: 15 days from the date of signing of the contract.
<b>GCC 1.1 (mm)</b>	The Works consist of Detailed Design and Construction of City Livelihood Centre (CLC) building (pre-engineered) at Jubbal district Shimla H.P. (C/O Main building shall be pre-engineered, Site Development, i.e. retaining structure, WS & SI, EI, septic tank, rain water harvesting tank & underground water recharging tank/ pit, boundary wall and gate, Air conditioning in selected area as, CCTV, indoor/ outdoor transformer, HT & LT panels, Cabling, DG Set, Solar system, Fire protection, Fire-fighting and yard lighting system, fire alarm system, Land scaping, environment management, safety measures and other miscellaneous item etc.) including all ancillary activities in compliance with provisions stipulated in various safeguard documents subject to modification time-to-time as required in relation to successful completion and function of City Livelihood Centre (CLC) building at Jubbal, district Shimla in Himachal Pradesh.
<b>GCC 2.2</b>	Sectional Completions are: Not Applicable; However contractor should adhere to the milestones as mentioned in the Section 6 of this contract document.
<b>GCC 2.3(j)</b>	The following documents also form part of the Contract: <ul style="list-style-type: none"> <li>i) Public Works Depart Specification 1990 published by Public Works Department, Himachal Pradesh; and</li> <li>ii) Environmental Management Plan (Attached as Appendix A), and Initial Environmental Examination Report (Attached as Appendix B).</li> <li>iii) COVID19 measures to be adopted at site as per Govt. guidelines/SOPs.</li> </ul>
<b>GCC 3.1</b>	The language of the contract is English The law that applies to the Contract is the law of India
<b>GCC 6.3</b>	Add the following as sub-clause 6.3 (a) The employer's personnel include, designated officials from HPPWD, HPKVN and appointed PMC, QA and M&E consultants appointed by HPKVN, who may visit the

	project from time to time for relevant issues of the project.
<b>GCC 8.3</b>	<p>Add the following as Sub-clause 8.3:</p> <p>(i) The Contractor (or either of the Joint Venture partner) shall be required to possess valid electrical license issued from competent authority for executing electrification works. However, in the event of electrical works being sub-contracted, the sub-contractor should have the said valid class A, electrical license.</p> <p>(ii) The Contractor shall obtain, if necessary, the licenses under the current explosive rules to enable him to manufacture and process the quantity of gunpowder / explosive and perform the blasting as necessary according to prevailing rules.</p>
<b>GCC 8.4</b>	<p>Add the following Sub-clause 8.4:</p> <p>The Contractor shall comply with all applicable National, provincial and local environmental laws and regulation.</p> <p>The Contractor shall:</p> <p>(a) establish an operational system for managing environmental impacts,</p> <p>(b) carry out all the monitoring and mitigation measures set forth in the Environmental Management Plan (EMP) of the bidding document and</p> <p>(c) allocate the budget required to ensure that such measures are carried out.</p> <p>The Contractor shall submit quarterly reports on the carrying out of such measures to the Employer.</p>
<b>GCC 11.1</b>	The Project Manager <u>may</u> delegate any of his duties and responsibilities.
<b>GCC 12.1</b>	Apart from written communication, e-mail communication also needs to be ensured by contractor on the following email ID- <a href="mailto:hpkvnshimla@gmail.com">hpkvnshimla@gmail.com</a> , and other email IF given by employer. Contractor should ensure that copy of all critical correspondence having time and cost implications should be sent to HPKVN as well.
<b>GCC 14.1</b>	Schedule of other contractors: <i>Nil</i>
<b>GCC 19.1</b>	<p>The minimum insurance amounts and deductibles shall be:</p> <p>(a) for loss or damage to the Works, Plant and Materials: INR 10.0 million.</p> <p>(b) for loss or damage to Equipment: INR 2.0 million.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: INR 5.0 million and unlimited number of occurrences.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: As per governing law but not less than INR 1.0 million and unlimited number of occurrences.</p> <p>(ii) of other people: As per governing law but not less than INR 1.0 million and unlimited number of occurrences.</p>
<b>GCC 21.2</b>	<p>Add the following Sub-clause 21.2:</p> <p>The Contractor shall comply with (i) the measures and requirements set forth in the Social Due Diligence Report attached there to as Appendix C, to the extent they</p>

	concern impacts on affected people during construction; and (ii) any corrective or preventive actions set out in a Safeguards Monitoring Report (SMR) that the Employer will prepare from time to time to monitor compliance with measures set out in the Social Due Diligence Report. The Contractor shall allocate a budget for compliance with these measures, requirements and actions including HSE (Health Safety and Environment) measures. Safety signage are indicated in Annexure – A.
<b>GCC 22.1</b>	Add the following para at the end of Sub-Clause 22.1:  The Contractor shall adequately record the condition of roads, agricultural land and other infrastructure prior to the start of transporting materials, goods and equipment, and construction.
<b>GCC 23.1</b>	The following shall be designed by the Contractor: Not Applicable
<b>GCC 24.2</b>	Add the following Sub-clause 24.2:  The Contractor shall comply with all safety measures as required by rules and regulations and applicable law.
<b>GCC 26.1</b>	The Site Possession Date(s) shall be: Same as the Start Date.
<b>GCC 29.1</b>	Appointing Authority for the Adjudicator: Concerned Secretary of Administrative Department can appoint Adjudicator from a panel to be drawn or as existing in the Institution of Engineers (India), Shimla Chapter, Himachal Pradesh.
<b>GCC 30.3</b>	The Adjudicator shall be paid by the hour at the rate of: INR 10,000 per work day  The reimbursable expenses are: Travel Expenses
<b>GCC 30.4</b>	Institution whose arbitration procedures shall be used:  (a) <b>Contracts with foreign contractors:</b>  International arbitration shall be conducted in accordance with the rules of the Singapore International Arbitration Centre (SIAC).  Arbitration shall be administered by the Singapore International Arbitration Centre (SIAC).  The place of arbitration shall be: the place of the institution administering the arbitration.  (b) <b>Contracts with domestic contractors:</b>  Arbitration shall be conducted in accordance with the laws of the Employer's country.
<b>C. Time Control</b>	
<b>GCC 35.1</b>	Time is the essence of contract. The Contractor shall submit for approval a Program for the Works within 15 days from the date of the Letter of Acceptance. The program shall be in most suitable computer program viz. MS-Projects (latest version) and should be resource loaded (i.e manpower, machines and materials etc.).  The Contractor shall provide the Employer with quarterly reports of its activities,



	including each of its obligations in Sub-Clause 8.4, 21.2, 22, 24.2 and 40.3. Copy of the Quarterly report should be communicated to HPKVN. Submission of the quarterly report is mandatory during the contract period, failing which an amount of INR 0.5 million shall be withheld from the sums due to contractor for each such report. Contractor to promptly highlight the bottlenecks to employer as well as HPKVN so that urgent action can be taken to resolve them.
<b>GCC 35.3</b>	The period between Program updates is 45 days.  The amount to be withheld for late submission of an updated Program is INR 1.0 million
<b>D. Quality Control</b>	
<b>GCC 43.1</b>	The Defects Liability Period is: 365 days.
<b>E. Cost Control</b>	
<b>GCC 50.1</b>	Text “.....The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate.....” stands replaced with:  “.....The Employer shall pay the Contractor the amounts certified by the Project Manager within 45 days of the date of each certificate.....”
<b>GCC 51.5</b>	Add the following Sub-clause 51.5:  Notwithstanding above the Contractor shall bear the cost of any impact on structure or land due to movement of machinery during construction and all temporary use of lands outside ROW to be through written approval of Land owner.
<b>GCC 53.1</b>	The currency of the Employer's country is: Indian National Rupee (INR)
<b>GCC 54.1</b>	<p>The Contract <i>shall</i> subject to price adjustment in accordance with GCC Clause 54, The amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts as indicated below:</p> $P = 0.2 + 0.15 (I_{Ln} / I_{Lo}) + 0.65 (I_{Mn} / I_{Mo})$ <p>where:</p> <p>“P” is the adjustment factor for the portion of the Contract Price payable.</p> <p>“<math>I_{Ln}</math>” is the “minimum wage of an unskilled mazdoor notified by the Department of Finance, Government of Himachal Pradesh” at the end of the month being invoiced.</p> <p>“<math>I_{Lo}</math>” is the “minimum wage of an unskilled mazdoor notified by the Department of Finance, Government of Himachal Pradesh” applicable at the end of the month in which the Letter of Award is issued.</p> <p>“<math>I_{Mn}</math>” is the “All India Wholesale Price Index for all commodities published by the Economic Advisor to Government of India, Ministry of Industry and Commerce” at the end of the month being invoiced.</p> <p><math>I_{Mo}</math> is the “All India Wholesale Price Index for all commodities published by the Economic Advisor to Government of India, Ministry of Industry and Commerce”</p>

	applicable at the end of the month in which the Letter of Award is issued.
<b>GCC 54.3</b>	Add the following as Sub-clause 54.3: Notwithstanding provisions in Sub-clause 54.1 and Sub-clause 54.2, in the event of Contractor's failure to complete the works on or before Intended Completion Date, adjustment for prices after Intended Completion Date shall be made using either (i) each index or price applicable on the date of Intended Completion Date, or (ii) the current index or price: whichever is more favorable to the Employer.
<b>GCC 55.1</b>	The proportion of payments retained is: 5%
<b>GCC 56.1</b>	The liquidated damages for the whole of the Works are 0.1% per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price. Non-achievement of Milestone penalty is applicable as per section-6 of contract document.
<b>GCC 57.1</b>	The Bonus for the whole of the Works is Nil per day. The maximum amount of Bonus for the whole of the Works is Nil.
<b>GCC 58.1</b>	The Advance Payments shall be 10% (ten percent) and shall be paid to the Contractor no later than 60 days of receipt of corresponding unconditional Bank Guarantee.
<b>GCC 58.3</b>	Repayment of the Advance Payments shall be at a rate of 15% (fifteen percent) from each payment certificate.
<b>GCC 59.1</b>	The Performance Security amount is 5% of the Initial Contract Price.
<b>G. Finishing the Contract</b>	
<b>GCC 69.2</b>	Add the following as Sub-clause 69.2: "Upon the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor in consonance with its obligation in Clause 22.
<b>GCC 72.1</b>	The date by which operating and maintenance manuals are required is: <i>At the time of handing over.</i> The date by which "as built" drawings are required is: <i>At the time of handing over. In addition, contract shall provide all important information required to successfully maintain the building.</i>
<b>GCC 72.2</b>	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 72.1 is: <i>INR 1 Million.</i>
<b>GCC 73.2 (h)</b>	The maximum number of days is: 100 days
<b>GCC 75.1</b>	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 30%

**Annexure A –**

<b>Sr. No.</b>	<b>Item</b>	<b>Minimum Quantity (nos)</b>	<b>Size</b>	<b>Type</b>
1	Project Information Board	1	3'x4'	Metallic with frame and posts complete
2	Project direction board	1	3'x2'	Metallic with frame and posts complete
3	Fire Extinguisher (bi-lingual) Sign	3	2'x1'	Sun-board with hanging arrangement
4	First Aid Kit (bi-lingual) Sign	3	1'x2'	Sun-board with hanging arrangement
5	Emergency Contact Number Sign – English	1	2'x1'	Sun-board with hanging arrangement
6	Emergency Contact Number Sign – Hindi	1	2'x1'	Sun-board with hanging arrangement
7	Unauthorized access sign (bi-lingual)	4	3'x2'	Sun-board with hanging arrangement
8	Children Prohibited sign (bi-lingual)	2	3'x2'	Sun-board with hanging arrangement
9	Work in progress Sign (bi-lingual)	2	3'x2'	Sun-board with hanging arrangement
10	Wear Safety Helmet sign (bi-lingual)	6	2'x1'	Sun-board with hanging arrangement
11	Protective footwear sign (bi-lingual)	6	2'x1'	Sun-board with hanging arrangement
12	Please do not litter sign (bi-lingual)	6	2'x1'	Sun-board with hanging arrangement
13	No Smoking Zone Sign (bi-lingual)	6	2'x1'	Sun-board with hanging arrangement
14	Danger High Voltage Sign (bi-lingual)	4	2'x1'	Sun-board with hanging arrangement
15	High Visibility Clothing sign (bi-lingual)	6	2'x1'	Sun-board with hanging arrangement

Note: The above quantities are minimum. Type and sizes are indicative. The quantity, size and type may be increased as per requirement of wording. The contractor shall get the color scheme approved from the project manager.

## **Section-8**

### **Appendix A**

# **Environmental Management Plan**

## **ENVIRONMENT MANAGEMENT PLAN (EMP)**

### **A. Institutional Arrangements for Project Implementation**

1. The Government of Himachal Pradesh through Department of Planning (DoP) is the Executing Agency (EA). The EA (i) assumes overall responsibility for the execution of the Project and reporting; (ii) engage adequate permanent or fixed-term staff to implement the Project; (iii) setup a state-level project management unit (PMU) and project implementation units (PIUs) at local subproject level; (iv) provides overall strategic guidance on technical supervision and project execution; and (v) ensures overall compliance with the loan covenants.
2. The implementing agencies (IAs) in the project are HPKVN, DoUD, DoRD, DoTE, PWD and DoLE. For all CLCs project implementing agencies will be DoUD, HPKVN and PWD. The implementing responsibilities include (i) project planning and budgeting; (ii) day-to-day assistance, supervision and guidance for the project implementation units and their consultants; (iii) review subprojects for due diligence requirements and approve subproject proposals; (iv) bidding, evaluation and contract award; (v) managing and disbursing funds; (vi) review compliance with loan covenants, contract specifications, work plans and quality control; and (vii) consolidate and submit progress reports, finance and accounting / audit reports, and matters requiring higher level decision to state-level empowered committee (SLEC) and ADB.
3. A State-level empowered committee (SLEC) has been established in Himachal Pradesh, chaired by State's Chief Secretary, with Principal Secretary/Secretary of the Department of Planning as Member Secretary and comprised of Secretaries from relevant line departments ( PWD, DoUD, DoRD, DoLE, HPKVN MD). The SLEC has been empowered to take all decisions on behalf of the State and will (i) act as a policy making body, (ii) provide overall advice and guidance to the State's executing agency and PMU, and (iii) accord all approvals under the Project.
4. DoP will establish a PMU, headed by a full-time Project Director (PD) at HPKVN, and consisting of personnel drawn from relevant line departments and market. This PMU will also have safeguards expert (social and environment). The PMU will be supported by the Project Management Consultants (PMC). The PMU will be the nodal agency for overall management of all program activities and will be responsible for: (i) project planning and budgeting; (ii) providing day-to-day assistance, supervision and guidance for the PIUs and

PWD; (iii) reviewing subprojects to satisfy ADB's due diligence requirements and approving subproject proposals submitted by PIUs and line departments; (iv) bidding, evaluation and contract award; (v) managing and disbursing funds; (vi) reviewing compliance with loan covenants, contract specifications, work plans and quality control; (vii) consolidating and submitting progress reports, finance and accounting/audit reports, and matters requiring higher-level decision, to the SLEC and ADB.

5. The sub-projects will be implemented by the Project Implementation Units (PIUs) at local level, comprising of personnel drawn from relevant line departments on deputation and outside of government and will be headed by a Project manager. The PIUs will be responsible for: (i) prioritizing and preparing subproject proposals; (ii) providing day-to-day assistance, supervision and guidance to the PWD and an agency to be hired for quality check; (iii) conducting detailed assessments and surveys including public consultation and input from stakeholders; (iv) preparing detailed designs, specifications, schedule of quantity, bidding documents, and related documentation; (v) implementing civil works and related activities; (vi) reporting to PMU; (vii) preparing regular progress reports for the SLEC, the executing agency and ADB through PMU; and (viii) supervising construction, conducting quality control, approving progress payments to contractors; and (ix) maintaining records and accounts on an up-to-date basis and making these available to ADB, its missions, or auditors for inspection.
6. The Project Management Consultant (PMC) is proposed to be engaged to provide support to the PMU in overall planning, risk management, implementation, monitoring and evaluation of projects under the HPSDP. The PMC will also assist the PMU and PIUs in meeting the relevant requirements of ADB, Government of Himachal Pradesh, and Government of India for project implementation. The PMC will report to and work under the overall guidance of the PMU. The scope of services of the PMC's will include but not necessarily be limited to: (i) planning, reporting, and communication; (ii) establishment of procedures and systems; (iii) review and preparation of plans, manuals and reports; (iv) overall project management , monitoring and implementation of MIS; and (v) social, environmental, archaeological, occupational health and safety, community participation and gender action compliance monitoring.
7. The EA will engage one agency for the quality check and to meet time line requirements. This agency will work under the PMU. The scope of services of the agency will include but not necessarily be limited to: (i) surveys, verification of feasibility studies and base maps;

(ii) project planning and management support to the PIU; (iii) finalization of design criteria, preparation of manuals, guidelines and systems; (iv) preparation of detailed design and bid documents; and (v) construction management and contract administration.

8. The Environmental Management Plan (EMP) translates recommended mitigation and monitoring measures into specific actions that will be carried out by the contractor and proponent. EMP deals with the management measures and implementation procedure of the guidelines along with enhancement measures recommended to avoid, minimize and mitigate foreseen environmental impacts of the project. For each mitigation measure to be taken, its location, timeframe, implementation and overseeing/ supervising responsibilities are listed in the EMP. **Tables 10 to 12** presents a generic EMP to guide the contractor in mitigating environmental impacts.

#### **Responsibility for updating IEE during Pre-Construction and Construction**

9. **Responsibility for monitoring.** During construction, environmental specialist of safeguards cell at HPKVN and the designated representative engineer of the PIU will monitor the contractor's environmental performance. During the operation phase, monitoring will be the responsibility of the PMU. The Environmental specialist will prepare monthly and quarterly report.
10. **Responsibility for Reporting.** PMU will submit to ADB semi-annual reports on implementation of the EMP and will permit ADB to field environmental review missions which will review in detail the environmental aspects of the project. Any major accidents having serious environmental consequences will be reported immediately. PMC's Environment Safeguard Specialist will assist PMU for finalization semi-annual and annual progress reports.

**Table 10: Pre-Construction Phase Environmental Management Plan**

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible for Implementation	Responsible for Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
1	Lack of sufficient planning to assure long term sustainability of the improvements and ensure protection of the assets created.	Design has included provisions for ensuring effective maintenance and protection of the assets to be created so as to ensure the long term sustainability. The long term sustainability has been ensured by taking into consideration appropriate Bureau of Indian Standards Codes ( BIS) for design, Seismic Zone V coefficient, appropriate wind load factor (corresponding to 39 m/s wind speed), and detailed design after carrying geotechnical investigations and topographic survey.	Verification of design parameters	PWD	PMU/PMC	Review after completion of DPR	Part of PWD/PMC Professional Fee
2	Layout of components to avoid impacts on the aesthetics of the site	The project components siting will avoid impacts on the aesthetics of the site and surroundings and CLC building will very well mix	CLC building exterior	PIU / PWD	PMU/PMC	Review after completion of DPR	Part of PWD/PMC Professional Fee



Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible for Implementation	Responsible for Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		with local buildings.					
3	Slope stability related issues	The plot area for CLC building is flat, however, during construction any exposed slopes at excavated areas will be covered and slope protection measures will be provided specially at side slopes of internal roads.	Slope protection measures on side slopes of access path, internal road, etc.	PIU/PWD	PMU/PMC	Review of recommended slope protection measures	Part of PWD/PMC Professional Fee
4	Increased storm water runoff from alterations of the site's natural drainage patterns due to landscaping, excavation works, construction of parking lot, and addition of paved surfaces	Design of proposed CLC building enables efficient drainage of the plot and maintains natural drainage patterns. The storm water generated will be diverted to local drain through a properly constructed drainage system.	Arrangement for proper diversion of storm water runoff	PIU/PWD	PMU/PMC	After mobilisation of contractor at site and during establishment of construction camp	Incidental to construction cost
5	Integration of energy efficiency and energy conservation programs in design	The detailed designs for the sub-project have ensured that environmental sustainability principles, including energy efficiency,	Specifications of rain water harvesting structures, electrical	PIU/PWD	PMU/PMC	During finalisation of DPR	Part of project cost

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible for Implementation	Responsible for Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
	of sub-project components	resource recycling, waste minimization, etc. The design considers the following energy efficiency measures : <ul style="list-style-type: none"> <li>• Usage of recyclable materials like wood substitutes.</li> <li>• Installation of BEE certified equipments</li> <li>• Usage of energy efficient lighting fixtures (LED )</li> <li>• Provision of P-V cells on roof for solar power.</li> </ul>	fixtures, details of water heating system				
6	Consents, permits, clearances, no objection certificate (NOC), etc.	Obtain all necessary consents, permits, clearance, NOCs, etc. prior to start of civil works.  Acknowledge in writing and provide report on compliance all obtained consents, permits, clearance, NOCs, etc.	Consents, permits, clearance and NOCs  Records and communications	PIU	PMU	check consent for establishment of construction camp , approval from civic authorities for CLC construction	Project cost
7	Establishment of baseline environmental	Conduct documentation of location of components, areas for construction zone	Records and Photographs	Contractor	PIU/PWD	Once prior to construction	Contractor

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible for Implementation	Responsible for Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
	conditions prior to start of civil works	(Camp, staging, storage, stockpiling, etc.) and surroundings (within direct impact zones). Include photos and GPS coordinates					
8	Utilities	<p>1-The locations and operators of utilities to be impacted should be identified and documented in DPR documents to prevent unnecessary disruption of services during the construction phase.</p> <p>2-Require contractor to prepare a contingency plan to include actions to be done in case of unintentional interruption of services.</p> <p>3-Obtain from the PIU and/or PWD the list of affected utilities and operators;</p> <p>4-If relocations are necessary; contractor will coordinate with the</p>	<p>List and maps showing utilities to be shifted</p> <p>Contingency plan for services disruption</p>	<p>- PWD will prepare preliminary list and maps of utilities to be shifted</p> <p>- During detailed design phase, contractor to (i) prepare list and operators of utilities to be shifted; (ii) contingency plan</p>	PIU/PWD	Pre-Construction Phase	Contractor

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible for Implementation	Responsible for Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		providers to relocate the utility.					
9	Social and Cultural Resources	<p>1-Consult Archaeological Survey of India (ASI) or Himachal Pradesh State Archaeology Department to obtain an expert assessment of the archaeological potential of site.</p> <p>2-Consider alternatives, if the site, is found to be of medium or high risk. Include state and local archaeological, cultural and historical authorities, and interest groups in consultation forums as project stakeholders so that their expertise can be made available.</p> <p>3-Develop a protocol for use by the construction contractor in conducting any excavation work, to ensure that any chance finds are recognized and measures are taken to</p>	Chance find protocol	<p>- PMC to consult ASI or HP State Archaeology Department</p> <p>- PMC to develop protocol for chance finds</p>	PMU	Prior to start of construction activities	PMC

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible for Implementation	Responsible for Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		ensure they are protected and conserved.					
10	Construction Camp - Location, Selection, Design and Layout	<p>Siting of the construction Camp shall be as per the guidelines below and details of layout to be approved by PWD.</p> <p>The potential sites will be selected for labour camp and these shall be visited by the environmental expert of safeguards cell and one having least impacts on environment will be approved by the PWD and safeguard cell. As far as possible construction camp will be established at vacant land near CLC plot Ground to avoid impact on other land.</p> <p>Location for storage of construction materials shall be identified CLC site or at any building close to CLC site.</p> <p>Construction sanitation facilities shall be</p>	Construction Camp site, and locations of material storage areas, sanitation facilities	Contractor	PWD/ PIU	At the time of construction camp establishment and finalization of storage areas	Contractor

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible for Implementation	Responsible for Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		adequately planned,					
11	Sources of construction materials	<p>Use quarry sites and sources licensed by the GoHP.</p> <p>Verify suitability of all material sources and obtain approval from PIU.</p> <p>If additional quarries are required after construction has started, obtain written approval from PIU. Submit to PWD on a monthly basis documentation of sources of materials.</p>	Permits issued to quarries/sources of materials	Contractor  PMC and PWD to verify sources (including permits) if additional is requested by contractor	PMU  PIU	Upon submission by contractor	PMC and PWD as part of consultancy fee
12	Access for Construction material transportation	<p>Plan transportation routes so that heavy vehicles do not use narrow local roads, except in the immediate vicinity of site.</p> <p>Schedule transport and hauling activities during non-peak hours.</p>	Traffic management plan	Contractor	PIU and PWD	During Delivery of construction materials	Contractor

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible for Implementation	Responsible for Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		<p>Locate entry and exit points in areas where there is low potential for traffic congestion.</p> <p>Keep the site free from all unnecessary obstructions.</p> <p>Drive vehicles in a considerate manner.</p> <p>Coordinate with the Traffic Police Department for temporary road diversions and for provision of traffic aids if transportation activities cannot be avoided during peak hours.</p>					
13	Occupational health and safety	<p>Comply with IFC EHS Guidelines on Occupational Health and Safety</p> <p>Develop comprehensive site-specific health and safety (H&amp;S) plan. The overall objective is to provide guidance to contractors on establishing a management strategy and applying practices that</p>	Health and safety (H&S) plan	Contractor	PMU and PMC  PIU and PWD	During construction phase	Contractor

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible for Implementation	Responsible for Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		<p>are intended to eliminate, or reduce, fatalities, injuries and illnesses for workers performing activities and tasks associated with the project.</p> <p>Include in H&amp;S plan measures such as: (i) type of hazards in the intake wells site; (ii) corresponding personal protective equipment for each identified hazard; (iii) H&amp;S training for all site personnel; (iv) procedures to be followed for all site activities; and (v) documentation of work-related accidents.</p> <p>Provide medical insurance coverage for workers.</p>					
14	Public consultations	Continue information dissemination, consultations, and involvement/participation of stakeholders during project	<p>-Disclosure records</p> <p>- Consultations</p>	PMU,PMC PIU,PWD and Contractor	PMU and PMC	<p>- During updating of IEE Report</p> <p>- During preparation of</p>	PMU  Contractor to allocate funds to support



Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible for Implementation	Responsible for Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		implementation.				site- and activity-specific plans as per EMP - Prior to start of construction - During construction	

**Table 11: Construction Phase Environmental Management Plan**

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible Implementation	Responsible Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
1	Sanitation facilities at construction Camp	The contractor shall provide sanitation facilities at camp site. These facilities will include dust bins in adequate numbers for solid waste collection, and separate toilets for male and females. These toilets facilities shall be maintained and septic tanks/soak pits shall be	Construction camp sanitation facilities	Contractor	PWD/PIU	Regularly during construction phase	Contractor

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible Implementation	Responsible Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		provided at the toilets. The dust bins shall be regularly emptied and waste from camp site shall be disposed off at designated locations.					
2	Traffic Circulation plan during construction	Prior to commencement of site activities and mobilization on ground, the Contractor will prepare and get approved from the Engineer (PWD), circulation plan during construction for safe passage of public vehicles so that locals are not at inconvenience. The Contractor with support of the PIU will carry out dissemination of these information and circulation plan at site and at key access road to CLC site.	Safe movement of Traffic	Contractor	PWD/PIU	Every day during construction phase	Contractor
3	Site clearance activities, including delineation of construction areas	Only ground cover/shrubs that impinge directly on the permanent works or necessary temporary works shall be removed	Pre-construction records of sites and vegetation in area of construction	Contractor	PWD / PIU	Duration of site preparation	PWD/PIU

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible Implementation	Responsible Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		with prior approval from the Environmental Expert of safeguard cell. All areas used for temporary construction operations will be subjected to complete restoration to their former condition with appropriate rehabilitation procedures. The photographic records shall be maintained for the temporary sites used for construction. These will help in proper restoration.					
4	Drinking water availability at Construction camp and construction sites	Sufficient supply of cold potable water to be provided and maintained. If the drinking water is obtained from an intermittent public water supply then storage tanks will be provided. For this contractor will submit his plan how availability of drinking water shall be assured. In case it is obtained from the natural	Water supply source and availability of water , permission of local authority if obtained from local spring	Contractor	PWD/PIU	During Construction phase regularly	Contractor

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible Implementation	Responsible Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		spring then permission from local authorities shall be obtained.					
5	Waste disposal	<p>The pre-identified disposal location shall be part of Comprehensive Waste Disposal Plan. Solid Waste Management Plan to be prepared by the Contractor in consultation with local civic authorities.</p> <p>The Environmental Specialist of PWD shall approve these disposal sites after conducting a joint inspection on the site with the Contractor.</p> <p>Contractor shall ensure that waste shall not be disposed off near natural streams in the surroundings of site and along the access path.</p>	Waste Disposal sites, waste management plan	Contractor	PWD/PIU	Regularly during construction phase	Contractor
6	Stockpiling of construction materials	Stockpiling of construction materials will be done in such a way that it does not impact and obstructs the	Subproject stockpiling sites	Contractor	PWD / PIU	Regularly during construction phase	Contractor

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible Implementation	Responsible Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		drainage. The stockpiles will be covered to protect from dust and erosion.					
7	Arrangement for Construction Water	<p>(i) The Contractor shall provide a list of locations and type of sources from where water for construction shall be acquired.</p> <p>(ii)The contractor shall use ground/surface water as a source of water for the construction with the written consent from the concerned Department.</p> <p>(iii)To avoid disruption/ disturbance to other water users, the Contractor shall arrange water from market or from local municipality and consult PWD before finalizing the source.</p>	Water availability at identified water source locations	Contractor	PWD/PIU	Regularly during construction phase	Contractor
8	Soil Erosion	Slope protection measures will be undertaken as per design to control soil erosion especially on side slopes of access and	Locations of slope protection	Contractor	PIU/PWD		Contractor

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible Implementation	Responsible Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		internal roads.					
9	Water Pollution from Construction Wastes	The Contractor shall take all precautionary measures to prevent entering of waste water into any local stream during construction.	Subproject sites	Contractor	PIU/PWD	Regularly during construction phase	Contractor
10	Water Pollution from Fuel and Lubricants	The Contractor shall ensure that all construction vehicle parking locations, fuel/lubricants storage sites, vehicle, machinery and equipment maintenance and refueling sites shall be located at least 500 m away from the natural streams.  Contractor shall ensure that all vehicle/machinery and equipment operation, maintenance and refueling shall be carried out in such a manner that spillage of fuels and lubricants does not contaminate the ground.	Vehicle parking, refueling sites, Oil interceptor functioning	Contractor	PIU/PWD	Regularly during construction phase	Contractor

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible Implementation	Responsible Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		Waste water from vehicle parking, fuel storage areas, workshops, wash down and refueling areas shall be treated in an oil interceptor before discharging it on land or into surface water bodies or into other treatment system.					
11	Soil Pollution due to fuel and lubricants, construction wastes	The fuel storage and vehicle cleaning area will be stationed such that spillage of fuels and lubricants does not contaminate the ground. Soil and pollution parameters will be monitored as per monitoring plan.	Vehicle maintenance and parking area, soil quality monitoring results	Contractor	PIU/PWD	Regularly during construction phase	Contractor
12	Siltation of water bodies due to spillage of construction wastes	No disposal of construction wastes will be carried out into the surface water bodies. Extraneous construction wastes will be transported to the pre-identified disposal sites for	Water bodies specially natural springs near sub project site,	Contractor	PIU/PWD	Regularly during construction phase	Contractor

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible Implementation	Responsible Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		safe disposal.					
13	Generation of dust	The contractor will take every precaution to reduce the levels of dust at construction sites.  All filling works to be protected/ covered in a manner to minimize dust generation.	Subproject site, air quality monitoring results	Contractor	PIU/PWD	Regularly during construction phase	Contractor
14	Emission from Construction Vehicles, Equipment and Machinery	All vehicles, equipment and machinery used for construction shall conform to the relevant Bureau of India Standard (BIS) norms. The discharge standards promulgated under the Environment Protection Act, 1986 shall be strictly adhered to. The silent/quiet equipment available in the market shall be used in the sub Project.  The Contractor shall maintain a record of PUC for all vehicles and machinery used during the	PUC certificates of vehicles and machinery	Contractor	PIU/PWD	Regularly during construction phase	Contractor



Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible Implementation	Responsible Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		contract period which shall be produced for verification whenever required.					
15	Noise Pollution	<p>The Contractor shall confirm that all Construction equipment used in construction shall strictly conform to the MoEFCC/CPCB noise standards and all Vehicles and equipment used in construction shall be fitted with exhaust silencers.</p> <p>At the construction sites noisy construction work such as crushing, operation of DG sets, use of high noise generation equipment shall be stopped during the night time between 10.00 pm to 6.00 am.</p> <p>Noise limits for construction equipment used in this project will not exceed 75 dB (A).</p>	Certificates of vehicles conforming noise standards, noise monitoring results	Contractor	PWD/PIU	Regularly during construction phase	Contractor

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible Implementation	Responsible Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
16	Impacts on flora and fauna	Conduct site induction and environmental awareness Limit activities within the work area.	Records, Barricades along excavation works, Trees/shrubs planted by project	Contractor	PWD/PIU	Regularly during construction phase	Contractor
17	Material Handling at Site	Workers employed on mixing cement, lime mortars, concrete, etc., will be provided with protective footwear and protective goggles. Workers, who are engaged in welding works, will be provided with welder's protective eye-shields.  The use of any toxic chemical will be strictly in accordance with the manufacturer's instructions. The PWD will be given at least 6 working days' notice of the proposed use of any	Data on available personal protective	Contractor	PWD/PIU	Regularly during construction phase	Contractor

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible Implementation	Responsible Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		chemical. A register of all toxic chemicals delivered to the site will be kept and maintained up to date by the Contractor.					
18	Disposal of Construction Waste / Debris / Cut Material	The Contractor shall confirm that Safe disposal of the construction waste will be ensured in the pre-identified disposal locations. In no case, any construction waste will be disposed of around the project site indiscriminately.	Disposal site	Contractor	PIU/ PWD	Regularly during construction phase	Contractor
19	Safety Measures During Construction	Adequate safety measures for workers during handling of materials at site will be taken up. The contractor has to comply with all regulations for the safety of workers. Precaution will be taken to prevent danger of the workers from accidental injuries, fire, etc. First aid treatment will be made	Records of availability of personal protective equipment, of first aid kits	Contractor	PIU/PWD	Regularly during construction phase	Contractor

Sl. No.	Environmental Issues	Mitigation Measures	Parameter /Indicator for Compliance	Responsible Implementation	Responsible Supervision	Frequency for Monitoring	Sources of Fund for Implementing Mitigation Measure
		available for all injuries likely to be sustained during the course of work. The Contractor will conform to all anti-malaria instructions given to him by the Engineer.					
20	Clearing of Construction of Camp and Restoration	Contractor to prepare site restoration plans for approval by the Engineer (PWD). The plan is to be implemented by the contractor prior to demobilization.  On completion of the works, all temporary structures will be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed off and the site left clean and tidy, at the Contractor's expense, to the entire satisfaction of the PWD	Restoration plan, and records of pre-construction of temporary sites	Contractor	PIU/PWD	End of construction phase	Contractor

## Section 9 - Contract Forms

This section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

### Table of Forms

<b>Letter of Acceptance .....</b>	<b>9-2</b>
<b>Contract Agreement .....</b>	<b>9-3</b>
<b>Performance Security .....</b>	<b>9-5</b>
<b>Advance Payment Security .....</b>	<b>9-6</b>

# Letter of Acceptance

---- on letterhead paper of the employer ----

..... date. ....

To: ..... name and address of the contractor .....

Subject: ..... Notification of Award Contract No. ....

This is to notify you that your Bid dated .... date .... for execution of the ..... name of the contract and identification number, as given in the Bid Data Sheet ..... for the Accepted Contract Amount of the equivalent of ..... amount in numbers and words and name of currency ....., as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

[Choose one of the following statements:]

We accept that \_\_\_\_\_ [insert the name of adjudicator proposed by the bidder] be appointed as the Adjudicator.

[or]

We do not accept that \_\_\_\_\_ [insert the name of the adjudicator proposed by the bidder] be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to \_\_\_\_\_ [insert name of the appointing authority], the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with GCC 29.1.

Authorized Signature: .....

Name and Title of Signatory: .....

Name of Agency: .....

Attachment: Contract Agreement

# Contract Agreement

THIS AGREEMENT made the . . . . . day of . . . . ., between . . . . . *name of the employer*. . . . . (hereinafter "the Employer"), of the one part, and . . . . . *name of the contractor*. . . . . (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as . . . . . *name of the contract*. . . . . should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Contract Agreement,
  - (b) the Letter of Acceptance,
  - (c) the Letters of Technical Bid and Price Bid,
  - (d) the Particular Conditions of Contract,
  - (e) the List of Eligible Countries that was specified in Section 5 of the bidding document,
  - (f) the General Conditions of Contract,
  - (g) the Specification,
  - (h) the Drawings,
  - (i) the Completed Activity Schedules or Bill of Quantities, and
  - (j) any other documents shall be added here.<sup>1</sup>
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of . . . . . *name of the borrowing country*. . . . . on the day, month and year indicated above.

<sup>1</sup> Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 54.1).

Signed by .....  
for and on behalf of the Employer

Signed by .....  
for and on behalf the Contractor

in the presence of:

in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date



# Performance Security

*Bank's name, and address of issuing branch or office<sup>1</sup>*

**Beneficiary:** ..... *Name and address of employer* .....

**Date:** .....

**Performance Guarantee No.:** .....

We have been informed that ..... *name of the contractor*. .... (hereinafter called "the Contractor") has entered into Contract No. .... *reference number of the contract*. .... dated ..... with you, for the execution of ..... *name of contract and brief description of works*. .... (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we ..... *name of the bank*. .... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *name of the currency and amount in figures<sup>2</sup>*. .... (*amount in words*. .... ) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the ..... Day of .....<sup>3</sup>, and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.<sup>4</sup>

.....  
*Seal of Bank and Signature(s)*

## -- Note to Bidder --

*If the institution issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.*

<sup>1</sup> All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

<sup>2</sup> The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the employer. If the bank issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer.

<sup>3</sup> Insert the date 28 days after the expected completion date. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

<sup>4</sup> Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

## Advance Payment Security

*Bank's name, and address of issuing branch or office<sup>1</sup>*

**Beneficiary:** ..... *Name and address of employer* .....

**Date:** .....

**Advance Payment Guarantee No.:** .....

We have been informed that ..... *name of the contractor*. .... (hereinafter called "the Contractor") has entered into Contract No. .... *reference number of the contract*. .... dated ..... with you, for the execution of ..... *name of contract and brief description of works*. .... (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum ..... *name of the currency and amount in figures*<sup>2</sup>. .... (..... *amount in words*. .... ) is to be made against an advance payment guarantee.

At the request of the Contractor, we ..... *name of the bank*. .... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ..... *name of the currency and amount in figures*<sup>3</sup>. .... (..... *amount in words*. .... ) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on its account number ..... *contractor's account number*. .... at ..... *name and address of the bank*. ....

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty percent (80%) of the Contract Price has been certified for payment, or on the ... day of .....<sup>4</sup>, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458(*or ICC Publication No. 758 as applicable*).

.....  
*Seal of Bank and Signature(s)*

### **-- Note to Bidder --**

*If the institution issuing the advance payment security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.*

<sup>1</sup> All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

<sup>2</sup> The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the employer.

<sup>3</sup> Footnote 2.

<sup>4</sup> Insert the expected expiration date of the time for completion. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."