

PROCUREMENT OF WORKS: SMALL CONTRACTS

**Building India's Clean Plant Program
ADB Project Number 57041-001 (Loan 4411-IND)**

**Indian Council of Agricultural Research
(Ministry of Agriculture and Farmers Welfare)**

Bidding Document for Procurement of Construction of office building and laboratory at various CPC sites

Lot 1 – Mukteshwar & Lucknow
Lot 2 – Solapur & Nagpur
Lot 3 – Bengaluru
Lot 4 – Bikaner
Lot 5 – Malda

Package No.: CPC-CW02

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Abbreviations

ADB	Asian Development Bank
BDS	bid data sheet
CON	historical contract nonperformance
EHSMP	environmental, health, and safety management plan
ELI	eligibility form
EQC	evaluation and qualification criteria
EXP	experience form
FIDIC	Fédération Internationale des Ingénieurs-Conseil (International Federation of Consulting Engineers)
FIN	financial data form
GCC	general conditions of contract
IFB	invitation for bids
ITB	instructions to bidders
JV	joint venture
MPC	merit point criteria
OCB	open competitive bidding
PCC	particular conditions of contract
PER	personnel form
SBD	standard bidding document
SPS	ADB safeguard policy statement 2009

Section 1: Instructions to Bidders

This section specifies the procedures to be followed by Bidders when preparing and submitting their Bids. Information is also provided on the submission, opening, evaluation of bids, and award of contract.

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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 requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). 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) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard; and
 - (vi) "integrity violation" means any act, as defined under ADB's Investigation and Enforcement Framework (as amended from time to time), which violates ADB's

Anticorruption Policy, including to (v) above and the following: failure to disclose and manage conflict of interest¹, obstructive practice, violations of debarment, 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 or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers 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, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (d) will impose enforcement and disclosure actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Investigation and Enforcement Framework,, including declaring ineligible, either indefinitely or for a stated period of time, to participate² 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
 - (e) will have the right to require that a provision be included in Bidding document and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers, and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, 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 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are required to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation is set out in detail in the Investigation and Enforcement Framework.
- 3.3 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, and agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are required to cooperate fully in any investigation when requested by ADB to do so.
- 3.4 The Employer hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.
- 3.5 Furthermore, Bidders shall be aware of the provisions stated in GCC 28.3 and 73.2(i).

4. Eligible Bidders

¹ Conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

² Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

- 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, incorporated, or registered, 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 ITB 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, Joint Venture partner, associate, parent company, 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 Project Manager for the Contract; or
 - (h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (i) a Bidder that has a financial or familial relationship with the Employer's personnel including personnel of project implementing/executing agency, or of a recipient of a part of the loan who: (i) are directly or indirectly involved in the preparation of the Bidding Document or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to ADB throughout the procurement process and execution of the contract.

- 4.4 A firm will not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under 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 suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.
- 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 A Bidder shall not be under suspension from Bidding by the Employer as the result of the execution of a Bid-Securing Declaration.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.8 Bidders 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 from, or payments to, a particular country, person, or entity in respect of goods or services originating in that country. Where the Borrower's country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.

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 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 consists 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) including attachments
- Section 9 Contract Forms (COF)

- 6.2 The 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 23.2.
- 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 the 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 23.2.

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 20;
 - (c) alternative Bids, if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2;
 - (e) documentary evidence in accordance with ITB 15, establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
 - (f) Technical Proposal in accordance with ITB 16; and
 - (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 17;
 - (c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13; and
 - (d) any other document required in the BDS.
- 11.4 In addition to the requirements under ITB 11.1, 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 Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms in Section 4 (Bidding Forms), if so provided. 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. If permitted, the evaluation method will be as specified in Section 3 (Evaluation and Qualification Criteria).

- 13.2 Unless otherwise indicated in the BDS, alternative times for completion shall not be considered. If permitted, the evaluation method will be as specified in Section 3 (Evaluation and Qualification Criteria).
- 13.3 Unless otherwise indicated in the BDS, alternative technical solutions shall not be considered. If 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 (Works' Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).
- 13.4 Except as provided under ITB 13.3 above, 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 Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.).

14. Subcontractors

- 14.1 Unless otherwise stated in the BDS, the Employer does not intend for the contractor to execute any specific elements of the Works through nominated Subcontractors.
- 14.2 If Subcontractors are proposed for any of the key activities listed in Section 3 (Evaluation and Qualification Criteria) 2.4.2, they shall be considered as "Specialist Subcontractors" and shall meet qualification requirements for the relevant key activities.

15. Documents Establishing the Qualifications of the Bidder

- 15.1 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).
- 15.2 Domestic Bidders, individually or in Joint Ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility as described in ITB 36.

16. Documents Comprising the Technical Proposal

- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule as well as the bidder's, environmental, health, and safety management plan (EHSMP) and other environmental, health, and safety (EHS) management documents required in the BDS commensurate with the proposed scope of works, and any other information 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. Bid Prices and Discounts

- 17.1 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.
- 17.2 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. Unit rates and prices for all items of the Works described in the Bill of Quantities shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.
- 17.3 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 Bid may result in the rejection of the Bid.

- 17.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 17.5 The prices shall be either fixed or adjustable as specified in the BDS.
- (a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as nonresponsive and rejected.
 - (b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract to reflect changes in the cost elements such as labor, material, transport, and contractor's equipment in accordance with the provisions of the Conditions of Contract. A Bid submitted with a fixed price will be treated as nonresponsive and be rejected. The Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Tables of Adjustment Data included in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings. Any bid that omits indexes and weightings shall be subject to clarification with the Bidder.
- 17.6 If so indicated in ITB 1.1, bids are 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 17.4, provided the Bids for all contracts are submitted and opened at the same time.
- 17.7 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.

18. Currencies of Bid and Payment

- 18.1 The currency(ies) of the Bid and payment shall be as specified in the BDS.
- 18.2 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.

19. Period of Validity of Bids

- 19.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Employer in accordance with ITB 23.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 19.2 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 20, it shall also be extended 28 days beyond the deadline of the extended bid 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.

20. Bid Security/ Bid-Securing Declaration

- 20.1 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.
- 20.2 If a Bid-Securing Declaration is required pursuant to ITB 20.1, 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 a Bid-Securing Declaration is executed.
- 20.3 If a bid security is specified pursuant to ITB 20.1, the bid security shall be, at the Bidder's option, in any of the following forms:

- (a) an unconditional bank guarantee (hard copy of the bank guarantee or in the form of SWIFT message MT760), or
 - (b) an irrevocable letter of credit, or
 - (c) a cashier's or certified check all from a reputable source 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 19.2.
- 20.4 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 20.1, shall be rejected by the Employer as nonresponsive.
- 20.5 If a bid security is specified pursuant to ITB 20.1, the bid security of substantially nonresponsive Technical Bids shall be returned before opening the Price Bids. The bid security of unsuccessful Bidders at Price Bid Evaluation shall be returned promptly upon the successful Bidder's furnishing of the Performance Security pursuant to ITB 47.
- 20.6 If a bid security is specified pursuant to ITB 20.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 20.7 .The bid security may be forfeited or the Bid-Securing Declaration executed, if
 - (a) notwithstanding ITB 25.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 19.2; or
 - (b) the successful Bidder fails to
 - (i) sign the Contract in accordance with ITB 46;
 - (ii) furnish a Performance Security in accordance with ITB 47;
 - (iii) accept arithmetical corrections in accordance with ITB 33; or
 - (iv) furnish a domestic preference security, if applicable.
- 20.8 If the bid security is required as per ITB 20.1, the bid security 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 shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 20.1, 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-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

21. Format and Signing of Bid

- 21.1. The Bidder shall prepare one original set of documents comprising the Technical Bid and one original set of the Price 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 Technical and Price 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.
- 21.2. 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. 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 period stated in the Employer's request shall

cause the rejection of the Bid. If either the Letter of Technical Bid or Price Bid or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

- 21.3. 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

22. Sealing and Marking of Bids

- 22.1 Bidders shall submit their Bids as specified in the BDS. 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 22.2 and ITB 22.5.
 - (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.
- 22.2 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 23.1;
 - (c) bear the specific identification of this bidding process indicated in BDS 1.1; and
 - (d) bear a warning not to open before the time and date for bid opening.
- 22.3 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.
- 22.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 26.7.
- 22.5 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.

23. Deadline for Submission of Bids

- 23.1 Bids must be received by the Employer at the address and no later than the date and time indicated in the BDS.
- 23.2 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.

24. Late Bids

- 24.1 The Employer shall not consider any Bid that arrives after the deadline for submission of bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, Substitution, and Modification of Bids

- 25.1 A Bidder may withdraw, substitute, or modify its Technical Bid or Price Bid 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 21.2 (except for withdrawal notices, which 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 21 and ITB 22 (except for withdrawal notices, which 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 23.

25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.

25.3 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.

26. Bid Opening

26.1 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 22.1, 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 the 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.

26.2 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.

26.3 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 26.1. 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.

26.4 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 as well as Modification, will remain unopened in accordance with ITB 26.1.

26.5 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 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 bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 23.1.

26.6 The Employer shall prepare a record of the Technical bid opening, which shall include, as a minimum,

the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative bids; and the presence or absence of a bid security or 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.

- 26.7 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 of the opening of Price Bids.
- 26.8 The Employer will notify in writing Bidders who have been rejected for submitting nonresponsive Technical Bids and return their Price Bids unopened together with their bid securities, before opening the Price Bids of the substantially responsive Bidders.
- 26.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, and who passed the minimum MPC threshold, if applicable, 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.
- 26.10 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 Bill of Quantities are to be initialed by at least three representatives of the Employer attending bid opening. No Bid shall be rejected at the opening of Price Bids.

- 26.11 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

27. Confidentiality

- 27.1 Information relating to the examination, qualification, evaluation, and comparison 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 the Contract award is communicated to all Bidders.
- 27.2 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.
- 27.3 Notwithstanding ITB 27.2, 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.

28. Clarification of Bids

- 28.1 To assist in the examination, evaluation, and comparison of the Technical Bids and Price Bids, and qualification of the Bidders, 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.
- 28.2 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.

29. Qualification of the Bidder

- 29.1 The Employer shall determine to its satisfaction whether the Bidder meets the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 29.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.1. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates.
- 29.3 An affirmative determination shall be a prerequisite for proceeding the next step of the evaluation process under ITB 31. The Employer reserves the right to reject the bid of any Bidder found to be in circumstances described in GCC 73.2(c). A negative determination shall result in disqualification of the Bid in which event the Employer shall return the unopened Price Bid to the Bidder.

30. Deviations, Reservations, and Omissions

- 30.1 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.

31. Determination of Responsiveness

- 31.1 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.
- 31.2 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.
- 31.3 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.
- 31.4 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.

- 31.5 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.
- 31.6 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.

32. Nonmaterial Nonconformities

- 32.1 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.
- 32.2 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 of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 32.3 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 may be adjusted, for comparison purposes only, to reflect the price of a missing or nonconforming item or component. The adjustment shall be made using the methods indicated in Section 3 (Evaluation and Qualification Criteria).

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 admeasurement 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 Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of 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 Most Advantageous 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. Domestic Preference

- 35.1 Unless otherwise specified in the BDS, domestic preference shall not apply.

36. Financial Evaluation

- 36.1 Provided that a Bid is substantially responsive with the technical evaluation in accordance with Section 3 (Evaluation and Qualification Criteria), the Employer will proceed with the detailed evaluation of financial aspects. 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 Grand Summary, 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 17.4;
 - (d) price adjustment for nonmaterial nonconformities in accordance with ITB 32.3;
 - (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;
 - (f) assessment whether the bid is abnormally low in accordance with ITB 38; and
 - (g) 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 the bid evaluation.
- 36.4 If this Bidding Document allows Bidders to submit separate bids for different contracts (or lots), and the award to a single Bidder of multiple contracts (or lots), the methodology to determine the Most Advantageous Bid combinations, including any discounts offered in the Letter of Price Bid and Schedule, is specified in Section 3 (Evaluation and Qualification Criteria).

37. Lowest Evaluated Bid

- 37.1 The Employer will proceed with the comparison of the Bids prices amongst the substantially responsive bids. The Bid with the lowest price will be determined as the Most Advantageous Bid.

38. Abnormally Low Bids

- 38.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.
- 38.2 When the offered bid price of the Most Advantageous Bid appears to be abnormally low, the Employer shall undertake a three-step review process as follows:
- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
 - (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
 - (c) decide whether to accept or reject the bid.
- 38.3 With regard to ITB 38.2 (b) above, the Employer will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the works, equipment or services proposed.
- 38.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Employer may:
- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;

- (b) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next ranked bid, if required.

39. Unbalanced or Front-Loaded Bids

- 39.1 If the Bid, which results in the Most Advantageous Bid, is seriously unbalanced or front loaded 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, as well as the pricing and sources of materials, equipment and labor.
- 39.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
 - (a) accept the Bid; or
 - (b) accept the Bid, but require that the total 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 subject to ITB 47.2; or
 - (c) reject the Bid and make a similar determination for the next ranked bid

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

- 40.1 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

41. Award Criteria

- 41.1 The Employer shall award the Contract to the Bidder whose offer has been determined in line with ITB 37 to ITB 39 above to be the Most Advantageous Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

42. Notice of Intention for Award of Contract

- 42.1 If standstill provisions apply as specified in the BDS 44, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful Bidder can challenge the proposed award
- 42.2 Prior to the expiration of the period of bid validity the Employer shall transmit the Notice of Intention for Award of Contract using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing.

43. Invitation to Finalization of the Draft Contract Before Notification of Award³

- 43.1 Prior to the expiration of the period of bid validity, the Employer shall invite the successful Bidder to finalize the provisions of the draft contract, before issuing the Notification of Award through issuance of the Letter of Acceptance.
- 43.2 Invitation for finalization of the draft contract shall be done through the issuance of the corresponding form in Section 9 (Contract Forms) to the successful Bidder, in writing.
- 43.3 This step must be finalized as soon as possible, but no later than 14 days.

³ The Employer may issue this invitation to finalization of the draft contract provisions. In parallel with the notice of intention for award of contract i.e. at the commencement of the standstill period, if applicable

44. Standstill Period

- 44.1 The purpose of a standstill period is to allow unsuccessful bidders an opportunity to challenge an intended contract award decision before the actual notification of award. If standstill provisions apply this shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before issuing the Notification of Award as per ITB 46) within which any unsuccessful bidder can challenge the proposed award.
- 44.2 If standstill period applies, unsuccessful bidders may request a debriefing request during the standstill period.
- 44.3 In the event there are any complaints during the standstill period, prior to issuance of the Notification of Award, it will be a condition that the Employer satisfactorily addresses the complaint. However, continuation of a complaint shall not be a ground for the Employer not to proceed in accordance with ITB 45.
- 44.4 If the standstill period does not apply, upon notification of award through the issuance of a Letter of Acceptance under ITB 45.1, 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 and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

45. Notification of Award

- 45.1 Prior to the expiration of the period of bid validity; and upon satisfactorily addressing any complaints received during the standstill period, if applicable, and after finalization of the draft contract provisions, the Employer shall transmit the Notification of Award through the issuance of a Letter of Acceptance using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted, together with the finalized contract, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within 14 days of receiving this request
- 45.2 Until the formal contract is executed by the contracting parties, the notification of award through the issuance of a Letter of Acceptance shall constitute a binding Contract between the Employer and the Contractor.
- 45.3 Within 2 weeks of the award of contract the Borrower shall publish in an English language newspaper or widely known and freely accessible website the results identifying the bid and lot or package numbers, as applicable 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(s) 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.
 - vi. successful Bidder's Beneficial Ownership Disclosure Form.

46. Signing of Contract

- 46.1 The Employer shall send the successful Bidder the Contract Agreement together with or promptly after the issuance of Letter of Acceptance.
- 46.2 Unless agreed otherwise between the parties, within 28 days of receipt of Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

47. Performance Security

- 47.1 Within 28 days of the receipt of notification of award through issuance of Letter of Acceptance from

the Employer, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, subject to ITB 39, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the bank issuing Performance Security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country.

- 47.2 Failure of the successful Bidder to submit the abovementioned 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 ranked Bidder whose offer is substantially responsive and Most Advantageous Bid as determined by the Employer to be qualified to perform the Contract satisfactorily.
- 47.3 The above provision shall also apply to the furnishing of a domestic preference security, if so required.

48. Bidding-Related Complaints

- 48.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

Section 2: Bid Data Sheet

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

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is: CPC-CW02												
ITB 1.1	The Employer is: <table border="1"> <thead> <tr> <th>Lot</th><th>Employer</th></tr> </thead> <tbody> <tr> <td>Lot 1</td><td>ICAR-CITH Mukteshwar and ICAR-CISH Lucknow acting jointly as Employer</td></tr> <tr> <td>Lot 2</td><td>NRCP Solapur and CCRI Nagpur acting jointly as Employer</td></tr> <tr> <td>Lot 3</td><td>IIHR Bengaluru</td></tr> <tr> <td>Lot 4</td><td>CIAH Bikaner</td></tr> <tr> <td>Lot 5</td><td>ICAR-CISH Malda</td></tr> </tbody> </table> NHB shall act solely as the procurement-facilitating agency and contracting support agency for the bidding process and shall not be a contracting party under the resulting contract.	Lot	Employer	Lot 1	ICAR-CITH Mukteshwar and ICAR-CISH Lucknow acting jointly as Employer	Lot 2	NRCP Solapur and CCRI Nagpur acting jointly as Employer	Lot 3	IIHR Bengaluru	Lot 4	CIAH Bikaner	Lot 5	ICAR-CISH Malda
Lot	Employer												
Lot 1	ICAR-CITH Mukteshwar and ICAR-CISH Lucknow acting jointly as Employer												
Lot 2	NRCP Solapur and CCRI Nagpur acting jointly as Employer												
Lot 3	IIHR Bengaluru												
Lot 4	CIAH Bikaner												
Lot 5	ICAR-CISH Malda												
ITB 1.1	The name of the bidding process is: Procurement of Construction of office building and laboratory at various CPC's Package: CPC, CW02- Lot-1, Lot-2, Lot-3, Lot-4 & Lot-5 The identification number of the bidding process is: CPC-CW02 The number and identification of lots comprising this bidding process is: Lot-1: Mukteshwar & Lucknow Lot-2: Solapur & Nagpur Lot-3: Bengaluru Lot-4: Bikaner Lot-5: Malda												
ITB 2.1	The Borrower is: Government of India												
ITB 2.1	The name of the Project is: Building India's Clean Plant Program												

B. Contents of Bidding Documents

ITB 7.1	For clarification purposes only, the Purchaser's address is: Mr. C P Gandhi, Joint Director National Horticulture Board Plot No. 85, Institutional Area, Sector-18 Gurugram-122015 (Haryana) Telephone: 0124-2342992, 2347 441 Facsimile: 0124-2342991 E-mail: cpghandhi@nhb.gov.in Requests for clarification should be received by the Employer on or before the Pre-bid meeting. Note: For purposes of procurement, clarifications, addenda, bid receipt and evaluation, NHB shall act as the authorized agency on behalf of the Employers.
ITB 7.4	A Pre-Bid meeting take place.

	Date: 06 October 2026 Time: 11:30 hrs Place: National Horticulture Board, Plot No. 85, Institutional Area, Sector-18 Gurugram-1 2201 5 (Haryana) A site visit conducted by the Employer will be organized immediately after the Pre-Bid meeting.
ITB 7.5	Bidders are encouraged to submit questions at least 5 days before the pre-bid meeting to allow preparation of responses
ITB 7.6	The Employer shall publish the minutes of the meeting at the e-Tendering platform indicated in ITB 1.3 of the BDS
ITB 8.2	The Employer shall publish the addendum or addenda at the e-Tendering platform indicated in ITB 1.3 of the BDS. The Employer should not be faulted for bidders' failure to download the addendum or addenda.

C. Preparation of Bids

ITB 10.1	The language of the Bid is: English
ITB 11.2(g)	The Bidder shall submit with its Technical Bid the following additional documents: 1. Copy of valid contractor registration/license. 2. Joint Venture Agreement (if applicable).
ITB 11.3(b)	In accordance with ITB 12 and ITB 17, the following schedules shall be submitted with the Bid, including the priced Bill of Quantities for admeasurement contracts 1. Proposed key personnels with CVs and supporting documents (see Form PER-1 and PER-2) 2. Schedule of Equipment (see Form EQU) 3. Site Organization 4. Proposed Method Statements for Design and Construction 5. Proposed Mobilization Schedule 6. Proposed Construction Schedule 7. Proposed Outline for the Site-Specific Environmental Management Plan (SSEMP) and Site Health and Safety Management Plan (SHSMP)
ITB 11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: None
ITB 12.1	Price Bid and Schedules, including Schedule of Priced Activities and Sub-Activities, Letter of Price bids shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms) in pdf and Macro Enabled BOQ/Financial Bid format in excel under the financial Folder. No price information should be indicated in the Technical Bid, failing to which bid shall be summarily rejected.
ITB 13.1	Alternative Bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.3	Alternative technical solutions shall be permitted for the following parts of the Works: None
ITB 14.1	The Employer does not intend for the contractor to execute any specific elements of the Works through nominated Subcontractors.
ITB 16.1	The Bidder shall submit the following additional documents in the Technical Proposal of

	its Bid: None
ITB 17.5	The prices quoted by the Bidder shall be fixed during the performance of the Contract.
ITB 18.1	The prices shall be quoted by the Bidder and shall be paid in: INR.
ITB 19.1	The bid validity period shall be 120 days.
ITB 20.1	The Bidder shall furnish a bid security in the amount of, For Package CPC, CW-02
	Lot-1: Mukteshwar & Lucknow
	Lot-2: Solapur & Nagpur
	Lot-3: Bengaluru
	Lot-4: Bikaner
	Lot-5: Malda
	INR: 1,10,00,000.00 INR: 1,10,00,000.00 INR: 56,00,000.00 INR: 56,00,000.00 INR: 56,00,000.00
The Bidder shall furnish the bid security using the instruments specified in e-Procurement portal, i.e., Real Time Gross Settlement (RTGS) or National Electronic Fund Transfer (NEFT) and submit it online. Bid security also may be submitted in the form of an unconditional and irrevocable bank guarantee. 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 as detailed below: Name of the Account: National Horticulture Board Account No.: 193501000010000 IFSC Code: IOBA0001935 Name of the Bank: Indian Overseas Bank Branch: Plot no:85, Sector 18, Institutional Area, Gurugram-122015 (Haryana) The bank guarantee shall be issued by a scheduled bank, or by a foreign reputable bank (from an eligible country as described in Section 5: Eligible Countries) outside the Employer's country, through a correspondent bank located in the Employer's country. Bank guarantee must necessarily be payable at Gurugram. Bidders are required to upload scanned copy of acceptable instruments for bid security (Either in PDF or Zip format) during on-line submission of Bid. These documents shall be deposited in "ORIGINAL" in a sealed envelope at below address within 7 days from the last date of submission: Attention: The Joint Director (IS/PPP/Coord), Clean Plant Program - National Horticulture Board (Ministry of Agriculture and Farmers Welfare, Government of India), 85, Institutional Area, Sector - 18, Gurugram - 122015 (Haryana). The Bid-Securing Declaration shall not be permitted. The Bid Security shall be submitted in favour of National Horticulture Board as the agency conducting the procurement process on behalf of the respective Employers. National Horticulture Board, acting as the authorized procurement-facilitating agency on behalf of the Employer(s) identified for the applicable Lot.	
ITB 20.2	The ineligibility period will be <u>Not Applicable</u> .
ITB 20.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Employer shall request

	the Bidder to submit a compliant bid security within 14 days of receiving such a request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 21.1, 21.2, 21.3	Bidders shall submit their Bids online only at Employer's procurement portal https://eprocure.gov.in/eprocure/app . No other method of submission shall be acceptable.
ITB 21.1	In addition to the original Bid, the number of copies is: Not Applicable
ITB 21.2, 21.3	The contents of clause 21.2 and 21.3 of ITB shall be replaced as below: The Bidders shall submit their Bids online, encrypt their Bid. The submission of Bid has to be done by submission of Bid Seals (Hashes) of all the envelopes and documents related to the Bid and is required to be uploaded as per time schedule mentioned in the key dates of the Invitation for Bid or the Addendum (if any) after signing of the same by the Digital signatures of appropriate authorized representative. The written confirmation of authorization to sign on behalf of the Bidder shall consist of: an organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind the Bidder. If the Bidder is an intended or an existing Joint Venture, the power of attorney shall be signed by all partners and specify the authority of the named representative of the Joint Venture to sign on behalf of and legally bind the intended or existing Joint Venture. If the Joint Venture has not yet been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award in accordance with ITB 11.4.
ITB 21.2	The Bidder shall submit an acceptable authorization within 14 days.

D. Submission and Opening of Bids

ITB 22.1	Bidders shall submit their Bids electronically only through the public procurement website https://eprocure.gov.in/eprocure/app
ITB 22.1(b)	Electronic bidding submission procedures shall be as follows: i) Detailed guidelines for viewing bids and submission of online bids are given on the website (https://eprocure.gov.in/eprocure/app). ii) The completed bid comprising of all necessary documents should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as mentioned in different sections in the bidding document and scanned copy of the bid security. iii) All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission. Physical, e-mail, Telex, Cable, or Facsimile bids will be rejected except for submission of bid security in accordance with ITB 20.1
ITB 23.1	For bid submission purposes only, the Employer's address is: Bidders shall submit their Bids online only at Employer's procurement portal https://eprocure.gov.in/eprocure/app. No other method of submission shall be acceptable. The deadline for bid submission is: Date: 29 October 2026 Time: 03:00 PM Bid submission timelines will be defined as per the e-Procurement server clock only. The Bidder shall take due precautions to upload technical bid documents and price bid documents onto the respective envelopes defined in the e-Tendering platform.

	Bidders who wish to participate in the bidding process shall have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from any Controller of Certifying Agency (CCA) approved certifying agency. Online bids will have to be digitally signed and submitted in a Time stamped electronic sealed tender box on https://eprocure.gov.in/eprocure/app The Bidders are required to download the bidding forms (Section 4), print the forms, fill them, scan them and upload in envelope B at the portal. The information on eligibility and qualifications provided in the bidding forms only will be considered. Bidder will also provide references of supporting documents provided in its support in the bidding forms. The downloaded Bid forms shall be typed or written in indelible ink and shall be signed by a person duly authorised to sign on behalf of the Bidder. The Technical Bid shall be uploaded in envelopes marked 'A' & 'B' on e-procurement website. Bidders are informed to get acquainted with the bid submission process in e- Procurement system by contacting the e-procurement cell of the Government of India. Please refer to https://eprocure.gov.in/eprocure/app for further details. The Employer reserves the right to verify original copies of scanned documents uploaded by bidders may seek additional documentary evidence on their technical proposals, which the bidders shall provide either online using the e-Procurement or in manual form. Bidders shall not lock electronic files uploaded in their proposal with passwords of their choice. The Employer reserves the right to reject password locked files outright and not consider contents within such locked files for bid evaluation. The Employer reserves the right to extend bid submission timeline or recall the tender if e-Tendering server is inaccessible or inoperative for a prolonged period of time within the last 24 hours of the bid submission due date. The Employer shall consult the e-Tendering service provider and seek its opinion and decide to extend the bid submission timeline in accordance with the technical explanation provided by the e-Tendering service provider. The Bidder shall take due care to ensure that the documents uploaded by it in the e-Procurement system are virus free. If the documents uploaded by the Bidder could not be opened, due to virus during tender opening, the bid is liable to be rejected. Only those bids marked as submitted, as acknowledged by a bid submission reference, at the bid submission time will be considered for evaluation.
ITB 24.1	Sub clause 24.1 shall be replaced with: The e-procurement system will not allow any late submission of Bids after the specified due date and time as per server system. After the submission of electronic online proposals, the system will generate a unique Identification number which is time stamped. This shall be treated as acknowledgement of the Bid submission.
ITB 25.1, 25.2	Replace ITB 25.1 to 25.2 with following: Bidders submitting their Bids electronically may withdraw, substitute or modify their bids by logging at the eProc website indicated in ITB 22.1 of the BDS, no later than the deadline for submission of bid, as indicated in ITB 23.1.
ITB 26.1	The Technical bid opening shall take place at: The Employer shall open the technical bids online in public in the presence of Bidders or designated representatives of the Bidders, who chose to attend on: Date: 30 October 2026

	Time: 15:30 hours Address; National Horticulture Board, 85, Institutional Area, Sector - 18, Gurugram - 122015 (Haryana).
ITB 26.1	Electronic bid opening procedure shall be as follows: Concerned/ designated officials of National Horticulture Board will login to E-Tendering portal with their respective Digital Signatures. Once all the designated officials complete their login procedure, then the Technical Bid is considered to be open. Thereafter, the submitted bids will be downloaded for technical evaluation.
ITB 26.2, 26.3, 26.4	Replace the ITB 26.2, ITB 26.3 and ITB 26.4 with: “The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only the Technical Parts of Bids that are opened at Bid opening shall be considered further for evaluation.”
ITB 26.5	The Technical parts of all bids received shall be opened online on the given time and date. The Letter of Technical Bid and Schedules shall be initialed by at least three (3) representatives of the Employer attending the Bid opening.
ITB 26.6	The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum, the name of the Bidder and the presence or absence of a bid security.
ITB 26.8	The Employer will notify in writing Bidders who have been rejected for submitting non-responsive Technical Bids and their online Price Bids shall not be opened.
ITB 26.9	Irrespective of the numbers of substantially responsive Technical Bid(s) the Price Bid(s) of the Substantially responsive bid(s) shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this may also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening.

E. Evaluation and Comparison of Bids

ITB 29.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates shall not be permitted.
ITB 34.1	Not applicable.
ITB 35.1	Domestic preference shall not apply.
ITB 44.1	Standstill provisions shall not apply.

F. Award of Contract

ITB 48.1	The procedures for Bidding-Related Complaints are referenced in the Procurement Directive for ADB Borrowers. The Bidder should submit its complaint following these procedures, in writing, to: For the attention: Mr Kapil Meena Title or position: Managing Director, National Horticulture Board (NHB) Client: Ministry of Agriculture and Farmers' Welfare Project: Loan 4411-IND: Building India's Clean Plant Program Email address: md@nhb.gov.in
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Section 3: Evaluation and Qualification Criteria

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1. Qualification

1.1 Eligibility

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

1.1.1 Nationality

Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI – 1; ELI – 2 with attachments
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1.1.2 Conflict of Interest

No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Bid
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1.1.3 ADB Eligibility

Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Bid
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1.1.4 Government-Owned Enterprise

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI – 1; ELI – 2 with attachments
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1.1.5 United Nations Eligibility

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Bid
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1.2 Historical Contract Nonperformance

1.2.1 History of Nonperforming Contracts

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Nonperformance of a contract ^a did not occur as a result of contractor default since 1 January 2023.	Must meet requirement	Must meet requirement	Must meet requirement ^b	Not applicable	Form CON – 1

^a Nonperformance, as decided by the Employer, shall include all contracts where, any of the two conditions⁴ below have been met:

- 1) a) the contract was terminated for cause by the employer due to the contractor's default(s) in fulfilling its obligations (including any environmental, health, and safety (EHS) obligations),
and
b) the contractor did not challenge such termination and/or call of the performance security or employer's claims, including referral to the dispute resolution mechanism under the respective contract
or
c) contracts that were so challenged, but fully settled against the contractor.

OR

- 2) (a) the performance security was called partly or wholly,
or
(b) claims were made against the contractor by the employer due to the contractor's default(s), which have led to works not being completed, i.e. taking-over certificate not having been issued;

and

(c) the contractor did not challenge the call of the performance security or employer's claims, including referral to the dispute resolution mechanism under the respective contract
or
(d) contracts that were so challenged, but fully settled against the contractor as a result of the dispute resolution mechanisms.

In cases where challenged by the contractor, Nonperformance must be based on all information on fully settled disputes or litigation, i.e., dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

^b This requirement also applies to contracts executed by the Bidder as a Joint Venture partner.

⁴ For example, non-performance should meet condition 1 or condition 2. Condition 1 within itself should meet 1a "and" 1b or 1c; condition 2 within itself should meet 2a or 2b "and" 2c or 2d.

1.2.2 Suspension Based on Execution of Bid-Securing Declaration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Not under suspension based on execution of a Bid-Securing Declaration pursuant to ITB 4.6.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Bid

1.2.3 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall not apply

1.3 Financial Situation

1.3.1 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 three (3) years (FY 2022-2023, 2023-2024, 2024-2025) 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

1.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Lot-1: Minimum average annual construction turnover of INR 75 Cr calculated as total certified payments received for contracts in	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN – 2

progress or completed, within the last three years (FY 2022-2023, 2023-2024, 2024-2025). Lot-2: Minimum average annual construction turnover of INR 75 Cr calculated as total certified payments received for contracts in progress or completed, within the last three years (FY 2022-2023, 2023-2024, 2024-2025). Lot-3: Minimum average annual construction turnover of INR 37 Cr calculated as total certified payments received for contracts in progress or completed, within the last three years (FY 2022-2023, 2023-2024, 2024-2025). Lot-4: Minimum average annual construction turnover of INR 37 Cr calculated as total certified payments received for contracts in progress or completed, within the last three years (FY 2022-2023, 2023-2024, 2024-2025). Lot-5: Minimum average annual construction turnover of INR 37 Cr calculated as total certified payments received for contracts in progress or completed, within the last three years (FY 2022-2023, 2023-2024, 2024-2025).					
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1.3.3 Financial Resources⁵

Criteria: Lot-1	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For Single Entities The Bidder must demonstrate that its	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4

⁵ (i) The Employer has the option to move the Financial Resources criterion from Section 3 (Evaluation and Qualification Criteria) to Section 6 (Works' Requirements), in which case

(a) the Employer shall confirm compliance with the financial resources criterion prior to award of contract in accordance with ITB 43.1 Award Criteria; and

(b) in place of the Financial Resources criterion, the Employer may require the Bidder to submit together with its bid, and for confirmation during bid evaluation, a Letter of Undertaking to comply with the financial resources described in Section 6 prior to award of contract.

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

financial resources defined in Form FIN – 3, less its financial obligations for its major contract commitments as defined in Form FIN – 4, meet or exceed the total requirement for the Subject Contract of INR 9.3 Cr					
For Joint Ventures (1) One partner must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its own major contract commitments as defined in Form FIN – 4, meet or exceed its required share of INR 3.7 Cr from the total requirement for the Subject Contract. AND	Not applicable	Not applicable	Not applicable	Must meet requirement	Form FIN – 3 and Form FIN – 4
(2) Each partner must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its own major contract commitments as defined in Form FIN – 4, meet or exceed its required share of INR 2.3 Cr from the total requirement for the Subject Contract. AND	Not applicable	Not applicable	Must meet requirement	Not applicable	Form FIN – 3 and Form FIN – 4
(3) The Joint Venture must demonstrate that the combined financial resources of all partners defined in Form FIN – 3, less all the partners' total financial obligations for the contract commitments as defined in Form FIN – 4, meet or exceed the total requirement for the Subject Contract of INR 9.3 Cr	Not applicable	Must meet requirement	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4

Criteria: Lot-2	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For Single Entities The Bidder must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its major contract commitments as defined in Form FIN – 4, meet or exceed the total requirement for the Subject Contract of INR 9.3 Cr	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4

For Joint Ventures (1) One partner must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its own major contract commitments as defined in Form FIN – 4, meet or exceed its required share of INR 3.7 Cr from the total requirement for the Subject Contract. AND	Not applicable	Not applicable	Not applicable	Must meet requirement	Form FIN – 3 and Form FIN – 4
(2) Each partner must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its own major contract commitments as defined in Form FIN – 4, meet or exceed its required share of INR 2.3 Cr from the total requirement for the Subject Contract. AND	Not applicable	Not applicable	Must meet requirement	Not applicable	Form FIN – 3 and Form FIN – 4
(3) The Joint Venture must demonstrate that the combined financial resources of all partners defined in Form FIN – 3, less all the partners' total financial obligations for the contract commitments as defined in Form FIN – 4, meet or exceed the total requirement for the Subject Contract of INR 9.3 Cr	Not applicable	Must meet requirement	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4

Criteria: Lot-3	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For Single Entities The Bidder must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its major contract commitments as defined in Form FIN – 4, meet or exceed the total requirement for the Subject Contract of INR 4.7 Cr	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4
For Joint Ventures (1) One partner must demonstrate that its financial resources defined in Form FIN – 3, less its	Not applicable	Not applicable	Not applicable	Must meet requirement	Form FIN – 3 and Form FIN – 4

financial obligations for its own major contract commitments as defined in Form FIN – 4, meet or exceed its required share of INR 1.9 Cr from the total requirement for the Subject Contract. AND					
(2) Each partner must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its own major contract commitments as defined in Form FIN – 4, meet or exceed its required share of INR 1.2 Cr from the total requirement for the Subject Contract. AND	Not applicable	Not applicable	Must meet requirement	Not applicable	Form FIN – 3 and Form FIN – 4
(3) The Joint Venture must demonstrate that the combined financial resources of all partners defined in Form FIN – 3, less all the partners' total financial obligations for the contract commitments as defined in Form FIN – 4, meet or exceed the total requirement for the Subject Contract of INR 4.7 Cr	Not applicable	Must meet requirement	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4

Criteria: Lot-4	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For Single Entities The Bidder must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its major contract commitments as defined in Form FIN – 4, meet or exceed the total requirement for the Subject Contract of INR 4.7 Cr	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4
For Joint Ventures (1) One partner must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its own major contract commitments as defined in Form FIN – 4, meet or exceed its required share of INR 1.9 Cr from the total requirement for the Subject Contract.	Not applicable	Not applicable	Not applicable	Must meet requirement	Form FIN – 3 and Form FIN – 4

AND					
(2) Each partner must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its own major contract commitments as defined in Form FIN – 4, meet or exceed its required share of INR 1.2 Cr from the total requirement for the Subject Contract.	Not applicable	Not applicable	Must meet requirement	Not applicable	Form FIN – 3 and Form FIN – 4
AND					
(3) The Joint Venture must demonstrate that the combined financial resources of all partners defined in Form FIN – 3, less all the partners' total financial obligations for the contract commitments as defined in Form FIN – 4, meet or exceed the total requirement for the Subject Contract of INR 4.7 Cr	Not applicable	Must meet requirement	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4

Criteria: Lot-5	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For Single Entities The Bidder must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its major contract commitments as defined in Form FIN – 4, meet or exceed the total requirement for the Subject Contract of INR 4.7 Cr	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4
For Joint Ventures (1) One partner must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its own major contract commitments as defined in Form FIN – 4, meet or exceed its required share of INR 1.9 Cr from the total requirement for the Subject Contract. AND	Not applicable	Not applicable	Not applicable	Must meet requirement	Form FIN – 3 and Form FIN – 4
(2) Each partner must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its own	Not applicable	Not applicable	Must meet requirement	Not applicable	Form FIN – 3 and Form FIN – 4

major contract commitments as defined in Form FIN – 4, meet or exceed its required share of INR 1.2 Cr from the total requirement for the Subject Contract. AND					
(3) The Joint Venture must demonstrate that the combined financial resources of all partners defined in Form FIN – 3, less all the partners' total financial obligations for the contract commitments as defined in Form FIN – 4, meet or exceed the total requirement for the Subject Contract of INR 4.7 Cr	Not applicable	Must meet requirement	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4

1.4 Construction Experience

1.4.1 Contracts of Similar Size and Nature

(a) Similar Size - Must be complied with by the Bidder

Criteria: Lot-1	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contract that has been satisfactorily and substantially completed within the last five (5) years from the date of bid submission and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 45 Cr The similarity of the Bidder's participation shall be based on: Construction of Office Building/Institution Building/Hospital Building in all respects including HVAC, MEPF and site development works.	Must meet requirement	Must meet requirement	Not applicable ^f	Not applicable	Form EXP – 1

OR

(b) Similar Nature - Must be complied with by the Bidder

Participation as a contractor, Joint Venture partner, or Subcontractor, in at least two contract that has been satisfactorily and substantially completed within the last five (5) years from the date of bid submission and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 28 Cr The similarity of the Bidder's participation shall be based on: Construction of Office Building/Institution Building/Hospital Building in all respects including HVAC, MEPF and site development works.	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1
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(a) Similar Size - Must be complied with by the Bidder

Criteria: Lot-2	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contract that has been satisfactorily and substantially completed within the last five (5) years from the date of bid submission and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 45 Cr The similarity of the Bidder's participation shall be based on: Construction of Office Building/Institution Building/Hospital Building in all respects including HVAC, MEPF and site development works.	Must meet requirement	Must meet requirement	Not applicable ^f	Not applicable	Form EXP – 1

OR

(b) Similar Nature - Must be complied with by the Bidder

Participation as a contractor, Joint Venture partner, or Subcontractor, in at least two contract that has been satisfactorily and substantially completed within the last five (5) years from the date of bid submission and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 28 Cr The similarity of the Bidder's participation shall be based on: Construction of Office Building/Institution Building/Hospital Building in all respects including HVAC, MEPF and site development works.	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1
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(a) Similar Size - Must be complied with by the Bidder

Criteria: Lot-3	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contract that has been satisfactorily and substantially completed within the last five (5) years from the date of bid submission and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 22 Cr The similarity of the Bidder's participation shall be based on: Construction of Office Building/Institution Building/Hospital Building in all respects including HVAC, MEPF and site development works.	Must meet requirement	Must meet requirement	Not applicable ^f	Not applicable	Form EXP – 1

OR

(b) Similar Nature - Must be complied with by the Bidder

Participation as a contractor, Joint Venture partner, or Subcontractor, in at least two contract that has been satisfactorily and substantially completed within the last five (5) years from the date of bid submission and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 14 Cr The similarity of the Bidder's participation shall be based on: Construction of Office Building/Institution Building/Hospital Building in all respects including HVAC, MEPF and site development works.	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1
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(a) Similar Size - Must be complied with by the Bidder

Criteria: Lot-4	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contract that has been satisfactorily and substantially completed within the last five (5) years from the date of bid submission and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 22 Cr The similarity of the Bidder's participation shall be based on: Construction of Office Building/Institution Building/Hospital Building in all respects including HVAC, MEPF and site development works.	Must meet requirement	Must meet requirement	Not applicable ^f	Not applicable	Form EXP – 1

OR

(b) Similar Nature - Must be complied with by the Bidder

Participation as a contractor, Joint Venture partner, or Subcontractor, in at least two contract that has been satisfactorily and substantially completed within the last five (5) years from the date of bid submission and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 14 Cr The similarity of the Bidder's participation shall be based on: Construction of Office Building/Institution Building/Hospital Building in all respects including HVAC, MEPF and site development works.	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1
---	-----------------------	-----------------------	----------------	----------------	--------------

(a) Similar Size - Must be complied with by the Bidder

Criteria: Lot-5	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contract that has been satisfactorily and substantially completed within the last five (5) years from the date of bid submission and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 22 Cr The similarity of the Bidder's participation shall be based on: Construction of Office Building/Institution Building/Hospital Building in all respects including HVAC, MEPF and site development works.	Must meet requirement	Must meet requirement	Not applicable ^f	Not applicable	Form EXP – 1

OR

(b) Similar Nature - Must be complied with by the Bidder

Participation as a contractor, Joint Venture partner, or Subcontractor, in at least two contract that has been satisfactorily and substantially completed within the last five (5) years from the date of bid submission and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 14 Cr The similarity of the Bidder's participation shall be based on: Construction of Office Building/Institution Building/Hospital Building in all respects including HVAC, MEPF and site development works.	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1
---	-----------------------	-----------------------	----------------	----------------	--------------

- *For contracts under which the Bidder participated as a Joint Venture partner or Subcontractor, only the Bidder's share, by value, shall be considered to meet this requirement.*
- *For contracts implemented by a Joint Venture contractor, if the Bidder comprises the same Joint Venture, the 'Single Entity' requirements will apply.*
- ***In addition to the submission requirement Form EXP – 1, the Bidder shall provide the following supporting documents:***
 - 1. Signed Contract Agreement, and*
 - 2. Certificate of Completion of the Works (or equivalent) or Performance Certificate, in sufficient detail to verify the contract name, value and completion time. If the documents are other than in English, an accurate certified translation of these documents in English shall be provided.*
 - 3. For substantially completed ongoing projects, the bidder must submit a certified invoice copy as proof, along with a copy of the Letter of Award (LOA), Work Order (WO), or Agreement, Payment certificate*
 - 4. The value of executed works shall be brought to current costing level by enhancing the actual value of work done at simple rate of 5% per annum; calculated from the date of completion to the last date of submission of bids.*

1.4.2 Construction Experience in Specialized Key Activities which may be met by Bidder or Specialist Subcontractors

Not Applicable

2. Evaluation

The evaluation methodology shall be to determine the Most Advantageous Bid.

The Most Advantageous Bid is the one that:

- (i) is substantially responsive to the bidding document, and
- (ii) has the lowest evaluated cost.

2.1 Technical Evaluation

2.1.1 Determination of Substantial Responsiveness

Prior to financial evaluation, a determination of responsiveness shall be carried out in accordance with ITB 30 and ITB 31. This determination may include the verification of the following criteria:

Criteria	Compliance	Documents
Requirement	Single Entity or Joint Venture	Submission Requirements
Compliance with the requirement for a defined completion time (when no alternative completion time is allowed).	Must meet requirement without material deviation, reservation, or omission	Technical Proposal
Responsiveness of the bidder's Environmental, Health, and Safety Management Plan (EHSMP) to the requirements of the project Environmental Management Plan (EMP).	Must meet requirement without material deviation, reservation, or omission	Technical Proposal
Responsiveness of the bidder's proposal demonstrating bidder's approach to fulfilling the 50% local labor requirement ¹	Must meet requirement without material deviation, reservation, or omission	Technical Proposal
Compliance with other sustainable procurement, if applicable.	Must meet requirement without material deviation, reservation, or omission	Technical Proposal
Other compliance requirements indicated in the Bidding Document.	Must meet requirement without material deviation, reservation, or omission	Technical Proposal

¹ All ADB-financed works contracts with international advertisement must ensure that at least 50% of the total project labor force (by person-days) is sourced within the country, except where ADB approves otherwise in writing.

If the technical proposal is declared not substantially responsive to the requirements of the Bidding Document, the Bid shall be rejected, and it shall not be evaluated further. However, noncompliance with equipment 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.

2.1.2 Completion Time

An alternative Completion Time, if permitted under ITB 13.2, will be evaluated as follows: Not Applicable

2.1.3 Technical Alternatives

Technical alternatives, if permitted under ITB 13.3, will be evaluated as follows: Not Applicable

2.2 Financial Evaluation

2.2.1 Detailed Financial Evaluation

It is necessary to conduct a detailed price comparison on the following criteria described below in addition to the criteria listed in ITB 36.2 (a–g), the evaluated bid price shall be determined using the following method:

2.2.1.1 Quantifiable Nonconformities and Omissions

Subject to ITB 17.2 and ITB 36.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Daywork where competitively priced, 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.

2.2.1.2 Domestic Preference: Not Applicable

2.2.1.3 Life Cycle Costs (for Financial Evaluation) : Shall not Apply

2.3 Multiple Contracts

As per ITB 36.4 multiple contracts shall only be considered if multiple packages (or lots) are being tendered simultaneously. Packages (or lots) that are being advertised at different dates shall not be considered under multiple contract provisions and shall be treated individually, in which case, aggregate requirements shall not apply.

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 to arrive at the Most Advantageous Bid for the Employer in case of award of multiple contracts.

If a Bidder as defined in ITB 4.1 submits several successful Most Advantageous Bids, the evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid:

- Average annual construction turnover,
- Financial resources,
- Equipment to be allocated⁶, and
- Personnel to be fielded.

⁶ If the Bidder is bidding for multiple contracts, and if the same equipment and/or personnel are being proposed for more than one Contract, it shall be the Bidder's responsibility to demonstrate in its Technical Bid that the same equipment and/or personnel proposed, if any, meet the requirements of the work programmes for multiple contracts concurrently. If the Bidder fails to demonstrate such, this may be a reason for rejection of the Bid. The Employer is allowed to clarify the aggregated equipment and/or personnel requirements during technical evaluation stage, pursuant to provisions of ITB 28.1.

Section 4: Bidding Forms

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

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Letter of Technical Bid

NOTE

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

Date:

OCB No.:

Invitation for Bid No.:

To:

The Joint Director
National Horticulture Board
Plot No. 85, Institutional Area, Sector-18
Gurugram-122015 (Haryana)

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Investigation and Enforcement Framework, both as amended from time to time.
- (c) We offer to execute in conformity with the Bidding Document the following Works: **Construction of office building and laboratory at CPC site**
- (d) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of *[insert bid validity period as specified in ITB 19.1 of the BDS]* days starts from the date fixed for the bid submission deadline in accordance with ITB 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (f) Our firm, Joint Venture partners, and Subcontractors or Suppliers, for any part of the contract who are named in the Bid, do not have any conflict of interest in accordance with ITB 4.3.

If there is any conflict of interest, please state details:

- (i) Parties involved in the conflict of interest: _____
- (ii) Details about the conflict of interest: _____
- (g) We are not participating, as a Bidder, either individually or as a partner in a Joint Venture, 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.
- (h) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers, are not subject to, or not controlled by any entity or individual that is subject to a suspension or a debarment imposed by the ADB or a debarment imposed by the ADB in accordance with the Agreement for Mutual Enforcement of

Debarment Decisions between the ADB and other development banks.⁷

- (i) We have checked all the parties mentioned in the declaration above against ADB's Publicly Disclosed Debarment or Suspension Subregister accessed via <https://sanctions.adb.org/>.
- (j) Our firm, Joint Venture partners, members of our respective management and supervisory board of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers, are not suspended, debarred, declared ineligible, or subject to any international sanctions by any international organization, multilateral development bank and other donor agency.

If applicable, please state details:

- (k) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, and parent company, in the last 10 years preceding the date of this letter of bid, have never been convicted of any criminal offense, or been subjected to any criminal, civil, or administrative orders, monitorship or enforcement actions, involving any integrity violation or on grounds comparable to any integrity violation.

If applicable, please state details:

- (l) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers, can make and receive payments through the international banking system or otherwise discharge the Employer's obligation upon initiation of wire transfer.

If unable to make or receive funds through the international banking system or otherwise discharge the Employer's obligation upon initiation of wire transfer, please state the details:

- (i) Nature of the restriction: _____
- (ii) Jurisdiction of the restriction: _____
- (iii) Other relevant details: _____
- (m) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers are not from a country which is prohibited to export goods or services to, or receive any payments from the Employer's country and/or are not prohibited to receive payments for particular goods or services by the Employer's country 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.
- (n) We have paid, or intend to pay, either directly or indirectly, the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:⁸

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

- (o) We understand that it is our obligation to notify the Employer of any changes in connection with the matters described in paragraphs (f), (h), (i), (j), (k), (l), (m), and (n) of this Letter of Technical Bid.

⁷ These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates..

⁸ If none has been paid or is to be paid, indicate "None."

- (p) *[We are not a government-owned enterprise] / [We are a government-owned enterprise, but meet the requirements of ITB 4.5]⁹*
- (q) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (r) At any time following submission of our Bid, we shall permit and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates, or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers, or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts, and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (s) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records, and other documents related to bid submission for at least 5 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (t) If we are awarded the contract, we shall preserve all accounts, records, and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (u) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Works' Requirements) and our technical proposal, or as otherwise agreed upon with the Employer.
- (v) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in enforcement and disclosure actions, in accordance with ADB's Anticorruption Policy and Investigation and Enforcement Framework, both as amended from time to time.

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the Bidder]*

Date: *[insert date of signing]*

⁹ Use one of the two options as appropriate.

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:

OCB No.:

Invitation for Bid No.:

To:

The Joint Director
National Horticulture Board
Plot No. 85, Institutional Area, Sector-18
Gurugram-122015 (Haryana)

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 acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Investigation and Enforcement Framework, both as amended from time to time.
- (c) We offer to execute in conformity with the Bidding Documents and the Technical Bid submitted for the following Works. **Construction of office building and laboratory at CPC**
- (d) 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 should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.

- (e) The discounts offered and the methodology for their application are: [insert discounts and methodology for their application if any]
- (f) Our Bid shall be valid for a period of [insert bid validity period as specified in ITB 19.1 of the BDS] days starts from the date fixed for the bid submission deadline in accordance with ITB 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award through the issuance of Letter of Acceptance, 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 first-ranked bid or any other bid that you may receive.
- (j) At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts, and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (k) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records, and other documents related to bid submission for at least 5 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (l) If we are awarded the contract, we shall preserve all accounts, records, and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (m) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.
- (n) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in enforcement and disclosure actions, in accordance with ADB's Anticorruption Policy and Investigation and Enforcement Framework (both as amended from time to time).

Name: *[insert complete name of person signing the bid]*

In the capacity of *[insert legal capacity of person signing the bid]*

Signed: *[insert signature of person whose name and capacity are shown above]*

Duly authorized to sign the Bid for and on behalf of *[insert complete name of the Bidder]*

Date: *[insert date of signing]*

Bid Security Bank Guarantee

Beneficiary: **The Joint Director, National Horticulture Board, Plot No. 85, Institutional Area, Sector-18 Gurugram-122015 (Haryana)**

Date:.....

Bid Security No.:

We have been informed that [*name of the bidder*] (hereinafter called “the Bidder”) has submitted to you its bid dated [*please specify*] (hereinafter called “the Bid”) for the execution of [*name of contract*] under Invitation for Bids No. [*please specify*] (“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 words*] [*amount in figures*] 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 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; or (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of 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 indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758.¹⁰

[Authorized signature(s) and bank’s seal (where appropriate)]

¹⁰ Or the employer may use “Uniform Rules for Demand Guarantees (URDG) ICC Publication No. 458” as appropriate

Affiliate Company Guarantee

Name of Contract/Contract No.: _____
Name and address of Employer: _____
[together with successors and assigns].

We have been informed that *[name of Contractor]* (hereinafter called the "Contractor") is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Employer, awarding the Contract to the Contractor, we *[name of affiliated company]* irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Contractor our financial, technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (ii) we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Employer under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Employer and the Contractor from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Employer to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Employer, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) that governs the Contract and any dispute under this guarantee shall be finally settled under the *[Rules or Arbitration provided in the Contract]*. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by:
(signature)
(name)
(position in parent/subsidiary company)

Signed by:
(signature)
(name)
(position in parent/subsidiary company)

Date:

Bidder's Qualification

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

Form ELI – 1: Bidder's Information Sheet

Bidder's Information			
		Information of the Bidder	If the Bidder is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/ incorporation/registration			
Year of constitution/ incorporation/registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder's authorized representative (name, address, telephone number(s), fax number(s), e-mail address)			
Attached are copies of the following documents. 1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 21.2. 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1. 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5. 5. Organizational chart and a list of Board of Directors. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.			

Form ELI – 2: Joint Venture Information Sheet

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

Joint Venture/Specialist Subcontractor Information			
Bidder's legal name			
		Information of Joint Venture Partner or Specialist Subcontractor	If any Joint Venture Partner or Specialist Subcontractor is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/ incorporation/registration			
Year of constitution/ incorporation/registration			
Corporate or registration number			
Joint Venture Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone number(s), fax number(s), e-mail address)			
Attached are copies of the following documents. - Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. - Authorization to represent the firm named above, in accordance with ITB 21.2. - In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5. - Organizational chart and a list of Board of Directors. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.			

Form CON – 1: Historical Contract Nonperformance

Each Bidder must fill out this form in accordance with Criteria 1.2.1 and 1.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Table 1: History of Nonperforming Contracts			
Choose one of the following: ☐ No nonperforming contracts. ☐ Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture member if Bidder is a Joint Venture).			
Year	Description	Amount of Nonperformed Portion of Contract (\$ equivalent)	Total Contract Amount (\$ equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]	[insert amount]

Form FIN – 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Financial Data for Previous 3 Years ^a [\$ Equivalent]			
	Year 1:	Year 2:	Year 3:
Information from Balance Sheet			
Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = 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 3 years, ^b as indicated above, complying with the following conditions: 1) Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries or affiliates.^c 2) Historical financial statements must be audited by a certified accountant. 3) Historical financial statements must be complete, including all notes to the financial statements. 4) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).			

^a If the time period indicated under Criterion 1.3.1 of Section 3 (Evaluation and Qualification Criteria) is either four (4) or five (5) years, then the table columns above should be expanded accordingly.

^b The time period stated here should be the same as the time period indicated under Criterion 1.3.1 of Section 3 (Evaluation and Qualification Criteria).

^c When financial qualifications of Bidder's parent companies, subsidiaries, or affiliates are permitted in accordance with ITB 29.2 of Section 2, replace the text of condition 1 with "As required by Section 3 of the Bidding Documents, all such documents reflect the financial situation of the legal entity or entities comprising the Bidder, as well as financial situation of such Bidder's parent companies, subsidiaries, or affiliates which are proposed by the Bidder for Criteria 1.3 Financial Situation in Section 3 for consideration of the Employer in determining its qualifications."

Form FIN – 2: Average Annual Construction Turnover

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Annual Turnover Data for the Last.... Years ^a (Construction only)			
Year	Amount Currency	Exchange Rate	\$ Equivalent
Average Annual Construction Turnover ^b			

^a The Employer should insert the period described in Criterion 1.3.2 of Section 3 (Evaluation and Qualification Criteria).

^b To determine the average annual construction turnover, the Employer shall divide the sum of each year's annual turnover by the number of years, for which such information was requested.

Form FIN – 3: Availability of Financial Resources

Bidders must demonstrate sufficient financial resources, usually comprising of Working Capital supplemented by credit line statements or overdraft facilities and others to meet the Bidder's financial requirements for its contract commitments as defined in FIN-4, and the subject contract.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Financial Resources		
No.	Source of financing	Amount (\$ equivalent)
1	Working Capital (to be taken from FIN – 1)	
2	Credit Line ^a	
3	Other Financial Resources ^b	
Total Available Financial Resources		

^a A credit line is an unconditional and legally binding loan extended to a Bidder by a financial institution. The credit line must be free from any pledge, encumbrance, or commitment to a third party or other transactions. Credit lines should be substantiated by a letter from the bank issuing the line of credit.

^b Other financial resources are financial assets not considered in the Working Capital. They are noncurrent assets (i.e., with a maturity beyond a 12-month period) such as a loan and/or trade receivables, bank deposits, debt, or equity instruments (provided they are classified as "available for sale" in the financial statements), and are free from any pledge or commitment to a third party and get their value from contractual rights or ownership.

Form FIN – 4: Financial Requirements for Major Contract Commitments

Bidders (or each Joint Venture partner) should provide information on their commitments on all major contracts¹¹ that have been awarded¹² after the deadline of the latest financial year for which the financial statements were submitted under Form FIN-1.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Major Contract Commitments						
No.	Name of Contract	Employer's Contact (Address, Tel, Fax)	Contract Completion Date	Contract Value (X) ^a	Contract Period in months (Y) ^b	Monthly Financial Resources Requirement (X/Y)
1						
2						
3						
4						
Total Monthly Financial Requirements for Major Contract Commitments						\$

^a Values to be calculated from the letter of intent or letter of acceptance or the contract agreement. (\$ equivalent based on the foreign exchange rate as of the Base Dates of the respective contracts).

^b Construction periods (Time for Completion) as defined in the respective contracts.

¹¹ Major contracts mean contracts with a construction duration that is longer than 12 months.

¹² For the purposes of this criterion, "awarded" shall mean: either letter of intent or letter of acceptance has been received, or contract was signed.

Form FIN – 5: Self-Assessment Tool for Bidder’s Compliance to Financial Resources (Criterion 1.3.3 of Section 3)

This form requires the same information submitted in Forms FIN – 3 and FIN – 4. All conditions of “Available Financial Resources Net of Contract Commitments $\geq$ Requirement for the Subject Contract” must be satisfied to qualify.

Form FIN – 5A: For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Major Contract Commitments from FIN – 4 (C)	Available Financial Resources Net of Major Contract Commitments $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
(Name of Bidder)				a	

Form FIN – 5B: For Joint Ventures

	Total Available Financial Resources from FIN – 3(B)	Total Monthly Financial Requirement for Major Contract Commitments from FIN – 4(C)	Available Financial Resources Net of Major Contract Commitments $D = (B - C)$	Requirement for the Subject Contract(E)	Results: Yes or No [D must be greater than or equal to E](F)
One Partner:					
(Name of Partner)				b	
Each Partner:					
(Name of Partner 1)				c	
(Name of Partner 2)				c	
(Name of Partner 3)				c	
All partners combined	D = Sum of available financial resources net of major contract commitments for all partners		D =	a	

^a The Employer should insert here the total requirement for the Subject Contract (for both, single entity and all partners combined) as defined in Criterion 1.3.3 of Section 3.

^b The Employer should insert here the required share for one partner as defined in Criterion 1.3.3 of Section 3.

^c The Employer should insert here the required share for each partner as defined in Criterion 1.3.3 of Section 3.

Form EXP – 1: Contracts of Similar Size 1.4.1 (a) and Nature 1.4.1 (b)

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement or Certificate of Completion of the Works.

The exchange rate to be used to calculate the value of the contract for conversion to a specific currency shall be the selling rate of the Borrower's Central bank on the date of the contract.

Contract of Similar Size and Nature ^a		
Contract No. of	Contract Identification	
Award Date		Completion Date
Total Contract Amount	\$	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Similarity in Accordance with Criterion 1.4.1 of Section 3 (Evaluation and Qualification Criteria)		
	As mentioned in section 3.	

^a Bidder can submit separate forms corresponding to Similar Size (1.4.1 (a)) and Nature (1.4.1(b)) (if relevant)

Form EXP – 2: Construction Experience in Key Activities

Fill out one (1) form per contract. Each contract shall be supported by documents such as Signed Contract Agreement or Certificate of Completion of the Works.

Each Bidder must fill out this form.

If complied by Specialist Subcontractors, each Specialist Subcontractor must fill out this form and provide the Specialist Subcontractor's name:

Specialist Subcontractor: Not Applicable

Technical Proposal

NOTE

The Employer may substitute, delete, or add other information specifying the activities that the Bidders shall describe in their Bid. For each of the forms hereinafter, the Employer may consider specifying a maximum page limit.

The technical proposal is expected to include as a minimum information described in the following forms:

- (i) Construction Management Strategy;
- (ii) Construction Methods for Key Component;
- (iii) Construction Schedule;
- (iv) Quality Assurance and Quality Control;
- (v) Environmental, Health, and Safety Management Plan (EHSMP);
- (vi) Anticipated Risks Evaluation;
- (vii) Personnel and Organizational Chart;
- (viii) Personnel;
- (ix) Equipment;
- (x) List of Subcontractors; and
- (xi) Local Participation Plan

(i) Construction Management Strategy

The Bidder shall submit a construction management strategy that addresses as a minimum:

- (a) organizational arrangements for the construction management, including: team structure, roles and responsibilities, interface arrangements, approval procedures, and quality assurance arrangements;
- (b) subcontractor selection and management;
- (c) obtaining and managing consents, permits, and approvals;
- (d) site setup including access, accommodation, welfare facilities, arrangement for plant and material storage;
- (e) construction phasing proposals, including sequence of work and management of conflicting activities;
- (f) ensuring that geotechnical investigations or other advance works meet the environmental, health, and safety requirements; and
- (g) sustainability aspects demonstrating the Bidder's approach and commitment to sustainable construction practices (e.g., energy efficiency, reduction of wastage, material reduction, sources of materials, and others).

(ii) Construction Methods for Key Component

Bidders shall provide typical method statements for the following key activities. Each method statement shall describe the proposed approach to the construction activity, the level of staffing and experience, the safe system of work, and the construction equipment to be used.

- 1.
- 2.
- 3.
- 4.

(iii) Construction Schedule

Bidders shall set out a work program for construction of the Works to be undertaken, including the mobilization phase, showing identification of major milestones, and critical path. Detailed timetables may be submitted (as appropriate) for the following aspects:

- (a) Processes and deliverables needed to commence the Works;
- (b) Execution of the Works within the Time for Completion, highlighting activities imposing constraints on the construction sequence;
- (c) Testing, commissioning, and handing over of the completed Works; and
- (d) *[include any other relevant information as may be appropriate]*.

Work programs shall be submitted in paper (hard copy) and in a PDF format compatible with known computer programs, such as, for example, PRIMAVERA, TILOS, CAD, or MS Project (GANTT graphics), or similar programs.

Programs must include milestones, when they are applicable, and the specific personnel designation and/or labor outlines, planned for the fulfillment of each program and phase or program activity:

General work program with an outline of designated personnel and tables of theoretical duration of tasks or activities; graphic displays of the work progress in flowcharts to show daily production for each activity and the critical path.

(iv) Quality Assurance and Quality Control

Bidders shall have to submit their approach and resources for the quality assurance procedure and quality control process in connection with works and services to be executed under the Contract.

A draft quality management plan should be submitted as supporting documentation.

(v) Environmental, Health, and Safety Management Plan (EHSMP)

The Bidder shall submit an outline Environmental, Health, and Safety Management Plan (EHSMP) commensurate with the risks and impacts of the proposed works and activities as described in the EMP. These strategies and plans shall describe in detail the actions, materials, equipment, management processes, and others that will be implemented by the Contractor, and its subcontractors to avoid, minimize, and/or mitigate environmental, health, and safety risks associated with implementing the projects activities throughout the project cycle.

In developing these strategies and plans, the Bidder shall have regard to the EHS provisions of the contract and EHS risks, including those as may be more fully described in Section 6 (Works' Requirements).

The proposal shall also include details in relation to in-house policies and procedures acceptable to the Employer for EHS management such as:

- Availability of the valid International Organization for Standardization (ISO) certification or internationally recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite: *[such as]*, Quality management certificate ISO 9001, Environmental management certificate ISO 14001, Health and safety management certificate ISO 45001
- Grievance management for both contractor staff and any issues arising between contractor staff and nearby community members
- Performance monitoring system for contractor staff/ subcontractors/ suppliers/suppliers
- Existence of an Ethics Charter.
- Existence of a system for monitoring compliance with EHS commitments for the Bidder's Subcontractors and all its partners.
- Existence of official company procedures for the management of the following relevant points:
 - EHS resources and facilities and EHS monitoring system;
 - Project Areas management information (base camps, quarries, burrow pits, storage areas);
 - Health and Safety on worksites policy and related guidance;
 - Labor Management System;
 - Local recruitment and EHS training of local staff, subcontractors, and/or local partners;
 - Community stakeholder engagement practice;
 - Traffic management practice;
 - Hazardous products management practice;
 - Waste management practice;
 - Protection of water resources;
 - Biodiversity protection practices;
 - Site rehabilitation and revegetation practice;
 - Local cultural heritage protection practice;
 - Erosion and sedimentation practices; and
 - Control of infectious and communicable diseases (HIV/AIDS, malaria, COVID-19, and others)
- Personnel management system: HR policies and procedures, including documented worker grievance mechanisms and evidence of effective implementation (e.g., records of grievances received and resolved).
- System that executes and manages labor management policies and procedures day-to-day
- Evidence of compliance reports to demonstrate implementation of the EMP or other EHS management documents, audit report in past projects
- Documented HSMP plans, fatalities-free record or evidence of corrective actions in past projects

(vi) Anticipated Risks Evaluation

The Bidder should submit a risk register identifying the hazards anticipated during the implementation of the contract (e.g., geotechnical and subsurface risks).

For the key hazards ranked by impact, the risk register shall include a description of the hazard, an assessment of the potential impact on EHS, cost, program or other, and the proposed mitigation strategy for each hazard.

(vii) Personnel and Organizational Chart

The Bidder shall describe the organization of its personnel (an organizational chart shall be provided) specifying the number and specialties of each class of personnel.

For each key personnel, the Bidder shall specify the time periods and number of working days to perform each activity under the works implementation phases.

Likewise, for each specialty, the Bidder shall describe the number of personnel and will show their input over the time periods for the implementation of the Works.

(viii) Personnel Form PER

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
5.	Title of position
	Name
6.	Title of position
	Name
etc.	Title of position
	Name

Note: All titles of positions will be as listed in Section 6 (Employer's Requirements).

Form PER – 2: Résumé of Proposed Personnel

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

Position		
Personnel information	Full Legal Name	Date of birth
	Known as	Place of Birth
	Nationality	Citizenship
	Type of Government ID Attach a copy of ID to this form	ID number
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager/personnel officer)
	Fax	E-mail
	Job title	Years with present employer

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

From	To	Company/Project/Position/Relevant Technical and Management Experience

(ix) 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.

Item of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Bidder.

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

(x) List of Subcontractors: Not Applicable

Proposed Subcontractors for Major Works

The following Subcontractors and/or manufacturers are proposed for carrying out the major works.

Major Works	Proposed Subcontractors	Nationality

(xi) Local Participation Plan

Bidders are required to submit a Local Participation Plan demonstrating their commitment to employing the minimum required local labor. This plan must include a narrative addressing the following areas, along with supporting data submitted using the provided forms:

1. Execution and Sourcing Plan

- Description of the proposed approach to engage local labor across various project phases.
- Indicative sourcing plan showing potential sources of local labor (e.g., local communities and employment agencies).
- Labor deployment plan (*bidder may append a filled table following template provided below Form LP1 along with any relevant supporting attachments*)
- (others)

2. Stakeholder Roles and Responsibilities

- Identification of key stakeholders involved in implementing local participation (contractor, subcontractors, and suppliers).
- Clear delineation of roles, responsibilities, and communication mechanisms among those stakeholders to support effective coordination and monitoring.
- (others)

3. Risk and Contingency Planning

- Identification of potential risks (e.g., shortage of skilled labor, migration, or conflict with agricultural seasons for example).
- Mitigation measures and contingency actions to ensure uninterrupted achievement of participation targets.
- (others)

4. Organizational Arrangements

- Linkages to the bidder's project organization chart, highlighting key positions to be filled by local personnel.
- Designation of a responsible focal person or team for managing and reporting on local participation.
- (others)

5. Local Job Creation

- Other local job creation proposals addressing the technical criteria; such as labor exceeding mandatory requirements (e.g., 50%), gender-sensitive hiring, and increased usage of skilled labor.
- Proposal for implementation (*bidder may append a table including details using template Form LP2*).
- (others)

6. Skills Development

- On-the-job training programs.
- Structured training programs and workshops.
- Knowledge transfer.
- (others)

7. Monitoring and Reporting Mechanism

- Description of how progress toward local participation targets will be tracked, verified, and reported during implementation.
- Use of standard forms and periodic reporting consistent with contract requirements.

- (others)

Form LP1*

Category of Labor	Estimated Number of Local Labor (person-days)	Estimated Total Labor (person-days)	Percentage of Local Labor	Remarks
Skilled Labor				
Semi-skilled Labor				
Unskilled Labor				
Total				

* Bidders may further attach a labor histogram or labor deployment schedule to support the data (see below). The labor count should be limited to personnel deployed during construction activities, and should not include any estimates pertaining to the defects notification period.

The bidder may further provide details of the labor engaged from the subcontractors and suppliers if required.

Labor Histogram Template (Attachment to Form LP1)

Month	Skilled (Local)*	Skilled (Foreign)*	Semi-skilled (Local)*	Semi-skilled (Foreign)*	Unskilled (Local)*	Unskilled (Foreign)*	Total Labor*	% Local
Month 1								
Month 2								
Month 3								
Month 4								
...								
...								
Average/ Total								

* Stated in person-days

Labor Deployment Schedule Template (Attachment to Form LP1)

Position	Nationality	No. of Personnel	Start Month	End Month	Duration (months)	% Local Labor	Remarks
Project Manager	Foreign						
Site Engineer	Local						
Foreman	Local						
Skilled Labor (Mason)	Local						
Skilled Labor (Carpenter)	Local						
Semi-skilled Labor	Local						
Unskilled Labor	Local						
Equipment Operator	Foreign						
...	...						
...	...						
Total	...						

Schedules

Schedule of Payment Currencies

For insert name of Section of the Works

Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. In such a case, the Employer should prepare separate tables for each Section of the Works.

Name of Payment Currency	A Amount of Currency	B Rate of Exchange to Local Currency	C Local Currency Equivalent $C = A \times B$	D Percentage of Net Bid Price (NBP) $\frac{100 \times C}{NBP}$
Local Currency		1.00		
Foreign Currency #1				
Foreign Currency #2				
Foreign Currency #3				
Net Bid Price				100.00
Provisional Sums Currency Expressed in Local Currency	<i>To be entered by the Employer</i>	1.00	<i>To be entered by the Employer</i>	
BID PRICE				

NOTE

The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by the source specified in BDS 18.

This table [Schedule of Payment Currencies] should be made part of the Contract with the successful Bidder.

Table(s) of Adjustment Data

Not Applicable

Activity Schedule

PREAMBLE TO SCHEDULE OF QUANTITIES & RATES

1. The Price shall be read with all other sections of this Bidding Document.
2. The bidder is deemed to have studied the site conditions, specifications and details of works to be done within the Time Schedule and should have acquainted himself of the conditions prevailing at site.
3. No claim shall be entertained during currency of this Contract towards any items due to the above including where the Contractor has quoted low/ high rates.
4. All items of work mentioned in the Schedule of Quantities & Rates shall be carried out as per the specifications, drawings and instructions of Employer and the rates are deemed to be inclusive of material, consumable, labour, supervision, tools & tackles and detailing of construction drawings, isometric wherever required as called for in the detail specification and conditions of the Contract.
5. Employer reserves the right to cancel/ delete/ curtail any item or group of work if necessary. Such a step shall not be construed as reason for changing the rates.
6. **Contract Price and Payments**
 - A. The quoted rates shall be inclusive of all costs towards site visits, planning, designing , site surveys, soil investigations all material, labour, plant and machinery, tools and tackles, batching plant etc. including water & electricity, overhead charges, all taxes (including GST), duties, levies statutory charges / levies applicable from time to time and others as specified etc., incidental works and all other charges for items contingent to the work, such as inspection, packing, forwarding, insurance, freight and delivery at Site, watch and ward of all materials & successful installation, testing & commissioning at site etc, including handing over of the works to the Client, Operation & Maintenance during Defect Liability Period etc. complete as per Scope of Work. The quoted rates shall also include cost of all other inputs required in the execution of the item, all taxes and duties including Goods & Services Tax. The fee paid by the contractor for obtaining various statutory approvals shall be reimbursed to him after submission of payment receipts and other relevant documents by the contractor.
 - (i) Unless otherwise specified the rates tendered by the contractor shall be all inclusive and shall apply to all shapes, heights, lifts, leads and depth of the building and nothing extra shall be payable to him on any account.
 - (ii) Royalty, whenever payable, shall be borne by the contractor on the boulders, metal, shingle, sand and bajri etc., or any other materials collected by him for the work direct to the revenue authority of the District / State Government concerned and nothing extra shall be payable on this account.
 - (iii) The words “as specified”, “as described”, “as shown”, “as directed”, or “as approved”, shall mean as described in the specifications, Schedule of Quantities and other Contract documents as shown on the drawings or as directed by Engineer.
 - B. Payments to Contractor shall be made on the stages of payment mentioned in the SCC.
7. **Submission of bill Statement for Works**
 - a. The Contractor should submit a compliance certificate, in every bill as per provisions of the EPF and ESI Act as amended from time to time.
8. **Production of Records**
 - a. The Contractor shall, whenever required by the Engineer, produce or cause to be produced for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining the Materials supplied by the Contractor are in accordance with the Specifications laid down in the Contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the parties.

- b. If any part or item of the work is allowed to be carried out by a subcontractor, assignee or any subsidiary or allied firm, the Engineer shall have power to secure the books of such sub-Contractor, assignee or any subsidiary or allied firm through the Contractor and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or order.

Bill of Quantities

[Admeasurement Contract]

Attached separately in the Excel File

Section 5: Eligible Countries

Afghanistan	Kazakhstan	Spain
Armenia	Kiribati	Sri Lanka
Australia	Korea, Republic of	Sweden
Austria	Kyrgyz Republic	Switzerland
Azerbaijan	Lao People's Democratic Republic	Taipei, China
Bangladesh	Luxembourg	Tajikistan
Belgium	Malaysia	Thailand
Bhutan	Maldives	Timor-Leste
Brunei Darussalam	Marshall Islands	Tonga
Cambodia	Micronesia, Federated States of	Türkiye
Canada	Mongolia	Turkmenistan
China, People's Republic of	Myanmar	Tuvalu
Cook Islands	Nauru	United Kingdom
Denmark	Nepal	United States
Fiji	The Netherlands	Uzbekistan
Finland	New Zealand	Vanuatu
France	Niue	Viet Nam
Georgia	Norway	
Germany	Pakistan	
Hong Kong, China	Palau	
India	Papua New Guinea	
Indonesia	Philippines	
Ireland	Portugal	
Israel	Samoa	
Italy	Singapore	
Japan	Solomon Islands	

Section 6: Employer's Requirements

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I. BACKGROUND

1. India aims to double farmers' income, and horticulture is viewed as the main growth engine of Indian agriculture for its high value and as an important source of nutrition.¹³ Horticulture, covering fruits, vegetables, root and tuber crops, spices, flowers, and plantation crops, contributes 33% of the agriculture gross value added.¹⁴ Notably, between 2011–2012 and 2021–2022, total horticulture production has increased from 257.3 million tons to 347.1 million tons, exceeding food grain production since 2012. The growing trend in horticultural production is driven by the rise of domestic consumption because of population growth, shifting farmers' preference from food grains to high value horticulture crops, more health-conscious dietary preferences of consumers, and various government schemes that promote horticulture production.¹⁵ This has helped India become the second largest producer of fruits and vegetables in the world.¹⁶ Crop-wise, the country is the world's largest producer of mango, banana, guava, papaya, lemon, lime, and okra.¹⁷ However, the sector growth is largely driven by comparatively lower input costs, diversified agro-climatic conditions, and availability of manual labor, and the yield of several horticulture crops in India remains lower than the global average. The use of land and water resources is maximized to meet the growing domestic horticultural produce consumption and export demand. Therefore, the productivity of horticultural crops needs to be increased to meet their potential.

2. To improve farm productivity, India has been investing in providing irrigation, agriculture extension, and agricultural inputs such as fertilizers. Yet, one of the major challenges in increasing productivity in horticultural crops is the spread of plant viruses (or viral diseases) that causes as much as 30% yield loss.¹⁸ In addition, more economically destructive diseases, such as grapevine leafroll disease, can cause yield reductions of around 50% or more.¹⁹ Viral diseases prevent growth of fruit or nut trees, therefore, will not only reduce gross yields, but also marketability by reducing product quality.²⁰ Viral diseases are extremely difficult, even almost impossible, to treat and remove by farmers in the field. The key principle and most important statement in plant health management is to "start clean, stay clean". Starting an orchard with disease-free planting materials is considered as one of the most crucial elements in plant disease control.²¹ Still, in India, propagated fruit and nut planting materials are not tested and certified for disease-free status.²²

3. The project aims at improving horticulture farmers' access to certified virus tested planting materials of target crops in India. This will result in improved yields, crop quality, and climate resilience

¹³ Ministry of Agriculture and Farmers Welfare. 2017. [Report of the Committee for Doubling Farmers' Income](#). Volume VIII. Production Enhancement through Productivity Gains. New Delhi, Government of India.

¹⁴ Ministry of Agriculture and Farmers Welfare, Government of India. 2018. [Horticultural Statistics at a Glance 2018](#). New Delhi.

¹⁵ BIRTHAL et al. 2015. [Farmers' Preference for Farming: Evidence from Nationally Representative Farm Survey in India](#). Development Economics, vol 53, issue 2.

¹⁶ A. Tiwari et al. 2021. [Market Vulnerabilities and Potential of Horticulture Crops in India: with special reference to top crops](#). Mumbai, NABARD.

¹⁷ Agricultural and Processed Food Products Export Development Authority. 2023. [Fruits and Vegetables](#). New Delhi, Government of India.

¹⁸ Singh Kumar Kapoor. 2017. [Economic Analysis on Plant Disease and Pest Management in India](#). Global journal of pests, diseases and crop protection. March 2017. Mumbai.

¹⁹ A. N. Rayapati et al. 2008. [Grapevine Leafroll Disease](#). Washington State Extension Bulletin April 2008.

²⁰ R. A.C. Jones and R. A. Naidu. [Global Dimensions of Plant Virus Diseases: Current Status and Future Perspectives](#). Annu. Rev. Virol. 2019. 6:387-409.

²¹ Planting materials refer to (i) plants that are propagated (i.e., reproduced to be genetically identical to the mother stock), and (ii) parts of plants, such as rootstocks and budwoods, that are used for propagation.

²² Tissue culture raised plants are certified through the national certification system for tissue culture raised plants, established by the Department of Biotechnology, Government of India.

of horticulture crops in India in the long-term. The preliminary target crops of the project are almond, apple, avocado, berries, citrus, grapes, guava, litchi, mango, pomegranate, and walnut. The project will improve institutional and regulatory frameworks to operationalize the clean plant program for horticulture; develop clean plant centers that maintain virus tested foundation materials that will be later propagated by accredited nurseries; and increase propagation of disease-free planting materials under the certification scheme by accrediting private nurseries and testing and certifying their planting materials.

4. The project is aligned with the following impact: yields, quality, and climate resilience of horticulture crops in India improved.²³ The project will have the following outcome: target crop farmers' access to certified virus tested planting materials of target crops improved.

5. **Output 1: Institutional and regulatory frameworks, and knowledge networks for clean plant program established and operationalized.** The project will develop regulatory frameworks and institutional environment to operationalize the clean plant program (CPP) for horticulture in India. This will be done in partnership with private nurseries, researchers, state governments, and in consultation with growers' associations. More specifically, the project will: (i) update (through notifications) the Model Nursery Registration Act and the Seed Act approved in 1966 to add the clean plant certification and nursery accreditation scheme into the regulatory framework; (ii) support key horticulture production states to update (through notifications) or prepare the state Nursery Act, following the notifications of the Model Nursery Registration Act when requested; (iii) support horticulture private nurseries to establish national and crop-specific nursery associations to support growth of horticulture nursery industries; (iv) enhance capacities of the Ministry of Agriculture and Farmers Welfare (MoAFW), NHB and the Indian Council of Agricultural Research (ICAR) staff for better management of the CPP; (v) develop workforce pool in plant health management through training module development and implementation, internships, and exchange programs while improving gender equality in science by encouraging women scientist education and training; and (vi) enhance knowing-sharing and communication amongst relevant stakeholders about the CPP and raise public awareness about the benefits of using certified clean planting materials. Output 1 will be implemented by the NHB.

6. **Output 2: Clean plant centers established and operationalized.** The project will establish virus-tested target crop propagation stock in clean plant centers (CPC). CPCs will be specialized in new techniques for detection and elimination of the most common and economically important virus and virus-like pathogens affecting production of target crops (almond, apple, avocado, berries, citrus, grapes, guava, litchi, mango, pomegranate, and walnut) in India. The CPCs will maintain foundation plants free from diseases so that nurseries can propagate disease-free planting materials from them. This will be achieved by (i) building and equipping at least six public CPCs, each CPC comprising quarantine blocks for all the domestic and imported materials that are intended for commercial propagation; laboratories for diagnostic testing and tissue culture; and foundation blocks to maintain and distribute clean planting materials to certified nurseries, derived from climate resilient varieties; and (ii) developing and training CPC staff in standard operating procedures of CPC and diagnostic testing protocols. The diagnostic testing protocols are not static and should be improved continuously. Hence the project will support research and development in diagnostic testing and testing methods. Also, CPC staff are expected to contribute to research in climate resilient variety development and plant

²³ Horticulture Division, Ministry of Agriculture. 2014. *Mission for Integrated Development of Horticulture: Operational Guidelines*. New Delhi.

health-related decision-making process. The project will address a gender balanced approach in filling technical positions and ensure gender equality in research opportunities and levels of decision-making. Output 2 will be implemented by newly created CPCs, hosted by ICAR's crop-specific institutes.

7. Output 3: Certified clean planting materials produced by accredited nurseries. Private nurseries' participation in the certification scheme is voluntary. Once the candidate nurseries are assessed and accredited under the certification scheme, they will not be allowed to sell disease-affected planting materials. The project will test nurseries' planting materials, inspect the nursery facilities, and audit the certification scheme, ensuring that certified clean planting materials, which horticulture farmers buy from the accredited nurseries, are free from tested diseases. The clean plant certification scheme will be operationalized by (i) establishing horticulture plant stock certification authority and its branches under NHB; (ii) preparing the procedures and requirements for clean plant certification inspection and testing, and for documenting certified plant stocks; (iii) conducting training of trainers and staff in inspection, diagnostics, and certification document management; (iv) supporting drafting and entering an agreement between the certification authority under the NHB and participating nurseries to provide technical and financial supports to help nurseries become accredited under the clean plant certification scheme; and (v) supporting participating nurseries' infrastructure development to be eligible for the production of certified clean planting materials. The project will enforce and monitor gender pay equity in the project-supported nurseries. Output 3 will be implemented by the NHB and ICAR.

8. The proposed Clean Plant Centre's are –

- i. National Research Center for Grapes (NRCG), Pune, Maharashtra
- ii. Indian Institute of Horticultural Research (IIHR), Bangalore, Karnataka
- iii. Central Citrus Research Institute (CCRI), Nagpur, Maharashtra
- iv. Central Institute for Temperate Horticulture (CITH), Srinagar, J&K
- v. Central Institute for Temperate Horticulture (CITH), Mukteshwar, Uttarakhand
- vi. National Research Center on Pomegranate (NRCP), Solapur, Maharashtra
- vii. Central Institute for Subtropical Horticulture (CISH), Lucknow, Uttar Pradesh
- viii. Central Institute of Arid Horticulture (CIAH), Bikaner, Rajasthan
- ix. CAR – Central Institute for Subtropical Horticulture (CISH), Regional Station, Malda, West Bengal

A office building and laboratory is planned for each of the above-mentioned Institutes. **This Bid Document is meant for Construction of office building and laboratory at various CPC sites. Other Bid Documents will be taken up in the due course of the time.**

9. Clean Plant Centres (CPCs)

The primary objective of the project is to improve target crop farmers' access to disease-free planting materials through establishment of Clean Plant Centres (CPCs), strengthening certification systems, and supporting accredited nurseries for safe propagation of planting stock. In the long term, the program is expected to improve crop yields, enhance quality standards, reduce disease incidence, and increase export potential of Indian horticultural commodities.

The Clean Plant Program is expected to deliver significant institutional, infrastructural, and technical outputs for strengthening India's horticulture sector. Major outputs of the program include:

Output 1: Institutional and regulatory frameworks and knowledge network established and operationalized

Output 2: Clean plant centers established and operationalized

Output 3: Certified clean planting materials produced by accredited nurseries

Under the output 2, about nine Clean Plant Centres (CPCs) are being established across India. These centres will function as advanced facilities for pathogen testing, disease diagnosis, virus elimination, maintenance of mother plants, quarantine, tissue culture support, and production of foundation that is Generation-1 (G1) disease-free planting materials. The CPCs will act as the backbone of the national certification system and will support accredited nurseries for multiplication of certified planting stock up to farmer level. The program also envisages development of regulatory frameworks, certification mechanisms, nursery accreditation systems, and capacity building of technical personnel.

The proposed laboratory and building construction under the CPC component are therefore a critical infrastructure requirement for implementation of the Clean Plant Program. The CPC infrastructure will include specialized diagnostic laboratories, tissue culture laboratories, quarantine/containment facilities, greenhouse structures, mother blocks, administrative buildings, utility services, storage areas, and associated support infrastructure. These facilities are required to maintain stringent biosecurity standards and support advanced plant health diagnostics and certification activities.

The laboratories proposed under the project will undertake advanced pathogen detection using technologies such as PCR, ELISA, molecular diagnostics, and other internationally accepted testing protocols. The facilities will support certification of planting materials for freedom from systemic pathogens. The CPCs will also maintain pathogen tested foundation stock under controlled and insect-proof conditions to ensure continuous availability of clean propagative material for multiplication through accredited nurseries.

The project draws upon global best practices adopted in countries such as the Netherlands, Australia, Canada, and the United States, where clean plant certification systems have significantly improved horticulture productivity and disease management. International experience demonstrates that establishment of dedicated clean plant centres, combined with strict certification and traceability systems, can substantially reduce disease incidence and improve the quality of planting materials supplied to growers.

The CPCs are expected to serve as centres of excellence for clean planting material production and plant health management. These centres will support research institutions, state governments, private nurseries, and farmers through diagnostic services, technical guidance, certification support, and training programs. The infrastructure developed under the project will strengthen India's horticulture value chain and contribute towards sustainable agricultural growth, increased farmer income, and improved export competitiveness.

The construction of CPC laboratory and building infrastructure will therefore require high-quality civil works, specialized laboratory design, bio-secure containment provisions, controlled environmental systems, utility integration, and compliance with relevant national and international standards. The proposed works are aimed at creating modern, efficient, and sustainable facilities capable of supporting long-term implementation of India's Clean Plant Program and ensuring reliable availability of certified

pathogen tested planting materials for the horticulture sector.

10. Scope of the work

- i. This section provides a comprehensive narrative description of the works to be executed. It is structured to provide bidders with a clear, technical, and professional overview of the project scope, supplementing the detailed Bill of Quantities (BoQ) and architectural/engineering drawings.

• General Scope of Work

The Contractor's scope of work shall encompass the comprehensive construction, execution, and completion of the Clean Plant Centre (CPC) building, associated ancillary service buildings, and extensive site development works at various locations. All construction activities, material specifications, and finishes shall be executed strictly in accordance with the provided design drawings, technical specifications, and the directions of the Architect and Engineer-in-Charge.

• Site Development and Ancillary Infrastructure

The project footprint entails comprehensive site development and the construction of supporting infrastructure. The scope includes, but is not limited to:

- **Access and Boundary Infrastructure:** Construction of entrance and exit gates, designated sentry booths, and the perimeter boundary wall.
- **Service Structures:** Erection of an electrical substation, pump room, fertigation room for containment zone, and staff facility buildings.
- **Site Layout and Circulation:** Development of internal road networks, pedestrian pathways, comprehensive street lighting, and hard/soft landscaping.
- **Coordination:** Coordination with the specialised agency constructing the containment facilities and greenhouses at the specifically earmarked location on the site plan.

• Architectural and Spatial Configuration

The principal CPC building is designed as a single-storey structure, engineered with load-bearing provisions to accommodate the addition of another future floor.

- **Building Layout:** The structure features a square architectural plan segregated into two primary wings: a **Laboratory Wing** and an **Office Wing**.
- **Courtyards and Circulation:** The wings enclose a central courtyard, flanked by shaded peripheral courtyards designed to maximize natural daylight filtration. A colonnaded verandah encompasses the central courtyard, serving dual functions as a spill-out zone for the Office Wing and a viewing gallery for the Laboratory Wing.
- **Connecting Vault and Entrances:** A central Reinforced Cement Concrete (RCC) vaulted structure physically and visually integrates the two wings. The western termination of this vault forms the main building drop-off and entrance porch, while the eastern termination serves as the connecting node to the containment facilities.

- **Staircases:** The central courtyard features two distinct RCC staircases. Each staircase is engineered with a waist slab and landings that wrap around and cantilever outwards from a central structural RCC wall.

- **Structural Systems and Exterior Finishes**

The primary structural system shall comprise a reinforced concrete frame with AAC block masonry infill.

- **Substructure:** Foundation works shall consist of isolated and combined footings. Comprehensive anti-termite treatment shall be applied at the building's base. Stringent damp-proofing measures, including Damp Proof Courses (DPC), shall be executed to entirely eliminate soil moisture seepage into the structure.
- **Superstructure:** The building framework shall consist of an RCC structural skeleton with Autoclaved Aerated Concrete (AAC) block infill masonry.
- **Architectural Concrete and Facade:** The architectural language relies heavily on exposed or form-finished RCC structural members featuring specified design grooves. Exterior masonry walls shall be finished with stone-crete plaster.
- **Specialized Concrete Elements:** Certain form-finished RCC walls and verandah slabs will incorporate bespoke murals embedded directly into the concrete. The central RCC vault shall feature a form-finished underside and terminate with form-finished RCC spouts.
- **Columns and Shading:** Free-standing columns located in the verandahs and common areas shall be circular, form-finished RCC with demarcated grooves. Peripheral courtyards will be shaded by architectural pergolas constructed of RCC fins.

- **Interior Finishes and Fenestration**

The interior material palette is specified to meet distinct functional, acoustic, and hygiene criteria.

- **Flooring Specifications:**
 - **Reception Lobbies:** White pre-cast terrazzo tiles, laid and polished to specification.
 - **Laboratories:** Jointless, polished Indian Patent Stone (IPS) flooring to ensure strict hygiene and clean-room compliance.
 - **Toilets:** Anti-skid vitrified tiles for both flooring and wall dado.
 - **General Common Areas:** Double-polished Kota stone.
 - **Office Cabins and Meeting Rooms:** Mirror-polished Kota stone.
- **Ceiling Systems:**
 - **Laboratories:** Grid false ceiling utilizing smooth, washable, and scrubbable mineral fibre panels suitable for clean-room applications.
 - **Office Cabins:** Seamless gypsum false ceilings.
 - **Office Halls and Corridors:** Grid false ceiling with standard office-grade mineral fibre panels.

- **Wall Finishes:** Internal masonry shall be finished with high-quality plaster and paint systems as stipulated in the detailed finish schedule.

➤ **Doors, Windows, and Glazing:**

- **External:** External glazing, windows, and main reception doors shall utilize extruded aluminum profile systems.
- **Internal Office Partitions:** Modular demountable partition systems featuring Double Glazed Units (DGU) with a Sound Transmission Class (STC) rating of 46 for optimal acoustic isolation.
- **Laboratory Doors:** Specialized wooden doors featuring composite cores with a certified **2-hour fire rating**. These shall be equipped with automatic door closers, airtight perimeter seals to maintain differential room pressures, and integrated access control hardware.

● **Mechanical, Electrical, and Plumbing (MEP) Services**

The MEP infrastructure is designed to support mission-critical laboratory and office environments.

➤ **HVAC Systems**

- **Chiller Plant:** The primary cooling system shall comprise a centralized chiller plant in a **4 Working + 1 Standby (4W+1S)** configuration.
- **Laboratory Air Distribution:** The Lab Wing shall be serviced by a **100% fresh air ductable system**. Furthermore, the laboratories are classified as **ISO 8 clean rooms** and shall maintain strictly controlled ambient air pressure differentials.
- **Office Air Distribution:** Office spaces shall be conditioned via chiller-connected indoor units configured to allow air recirculation.
- **Building Management System (BMS):** Temperature, atmospheric pressure, and Relative Humidity (RH) across all laboratories shall be locally controllable and centrally monitored from the designated Supervisor's Office.

➤ **Electrical and Power Systems**

- **Primary Distribution:** Power shall be drawn from an 11kV High Tension (HT) line. The supply chain includes a dedicated meter room, isolator, HT panel, step-down transformer, and subsequent Low Tension (LT) distribution panels.
- **Emergency Power Backup:** 100% power redundancy shall be provided via a centralized Diesel Generator (DG) set. The electrical infrastructure must include provisions for the seamless integration of a future supplementary DG set.
- **Uninterruptible Power Supply (UPS):** All critical laboratory and life-safety equipment shall be supported by a centralized UPS system capable of sustaining a 30-minute operational load.
- **Renewable Energy:** A grid-connected solar power generation system shall be supplied, installed, and commissioned.

➤ **Plumbing, Public Health, and Waste Management**

- **Water Supply:** Raw water sourced from municipal lines and local borewells shall be mechanically treated and stored in an underground reinforced concrete water reservoir. Treated water shall be pumped to terrace-level storage tanks and distributed throughout the facility via variable-speed pressure booster pumps.
- **Wastewater and Sewage:**
 - A dedicated Effluent Treatment Plant (ETP) shall be installed to process all chemically or biologically contaminated laboratory wastewater prior to discharge.
 - Standard domestic sewage and toilet wastewater shall be routed to and processed within a suitably sized septic tank system.
- **Stormwater Management:** Surface runoff and rainwater shall be captured and directed to engineered rainwater harvesting pits. **Excess** overflow shall be channeled to the natural drainage topography located at the eastern edge of the site boundary.

➤ **Fire and Life Safety Systems**

- **Suppression:** The facility shall be equipped with a comprehensive automated fire sprinkler network, strategically located hose reels, and appropriately classed portable fire extinguishers.
- **Detection and Alerting:** An intelligent, addressable fire alarm system shall be installed, fully integrated with a centralized Public Address (PA) and voice evacuation system.

➤ **Security and Surveillance**

- A comprehensive Closed-Circuit Television (CCTV) surveillance system shall be installed to monitor the building perimeter, key access nodes, and internal corridors. Live feeds shall be centrally monitored and archived in the Supervisor's Office.

- ii. The built-up area of the office building and laboratory will be 2136 sqm as per details below:

Procurement of Works: Small Contracts Standard Bidding Document for Single-Stage: Two-Envelope Bidding Procedure
Without Prequalification, for projects without MPC and with SPS

Building Programme and Room Specifications														by Studio Swamp; v1; dated : 23-04-2026	
S.No	Space Name	Description in brief	Room code	Dirty / Clean Specification	HVAC: Air Pressure Specification	HVAC: Air Temperature Specification	HVAC: Fresh Air / Recirculation Specification	PLUMBING: Hot point requirement (l / m)	Max. Capacity/ Persons (nos.)	Capacity / Material	Unit Carpet Area (sq.m)	No. of Rooms	Total Carpet Area (sq.m)	Remarks	
1	Building Reception cum waiting Area	For office staff, scientists, lab staff, visitors	CA-01	-	-	20-25 °C	Recirculation Allowed	-	10	-	134.50	1	134.50		
2	Labs Zone Break-out Space		LZ-01	-	-	20-25 °C	Recirculation Allowed	-	4	-	10.52	1	10.52		
3	Labs Zone Locker Room & Toilet - Female		LZ-02	-	-	20-25 °C	Recirculation Allowed	as per layout	-	-	22.31	1	22.31		
4	Labs Zone Locker Room & Toilet - Male		LZ-03	-	-	20-25 °C	Recirculation Allowed	as per layout	-	-	23.41	1	23.41		
5	Lab Zone Toilet - Universally Accessible		LZ-04	-	-	20-25 °C	Recirculation Allowed	as per layout	-	-	3.96	1	3.96		
6	Lab Zone Electrical Rooms		LZ-05	-	-	20-25 °C	Recirculation Allowed	no	-	-	7.95	1	7.95		
7	Sample Receiving Buffer Zone	labcoats picked up from here	LZ-06	D	Negative or Neutral	20-25 °C	100% Fresh Air	no	-	-	6.49	1	6.49		
8	Sample Receiving and Tissue Sampling Area	Material and plants received here and samples initial processing (grinding, weighing)	LZ-07	D	Negative or Neutral	20-25 °C	100% Fresh Air	yes, as per layout	4	1no. Sink + 2 nos. workstations + 2.5m platform + 1no. Biosafety cabinet	13.52	1	13.52		
9	Pre-PCR Nucleic Acid Extraction Room	DNA/RNA extraction from test sample	LZ-08	C	Positive	20-25 °C	100% Fresh Air	no	3	2.5m platform + 1.5m platform + fridge	8.48	1	8.48		
10	Main Diagnostics Lab	Running the PCR/qPCR/sequencing instruments	LZ-09		Positive or Neutral	20-25 °C	100% Fresh Air	yes, as per layout 2 nos. sinks; eyewash/shower; drainage for eyewash/shower; ice machine	8	1no. Large sink with DU + 2.2m platform + emergency eyewash/shower + 1.5m platform + 1no. ice machine + 3.1m x 2 island workstation + 1no. small sink + 1no. fume hood + 1no. flammables cabinet + 1no. (-20°C) fridge + 1no. 4°C fridge	41.65	1	41.65		
11	Reagent Room		LZ-10	C+	Highest Positive	20-25 °C	100% Fresh Air	no	2	2 nos. 1 person LAR + 2nos. Small table + 0.5m storage cabinet + 1no. (-20°C) fridge	11.24	1	11.24		
12	ELISA Room		LZ-11		Positive or Neutral	20-25 °C	100% Fresh Air	yes, as per layout	3	1no. Large sink + 1no. Workstation + 0.3m platform	9.55	1	9.55		
13	Post PCR Room		LZ-12	D	Negative	20-25 °C	100% Fresh Air	no	3	1no. Workstation + 1.7m platform + 1.5m platform + 1no. (-20°C) fridge	10.17	1	10.17		

BUILDING PROGRAMME, CPC AT NRC G PUNE

23-04-2026

14	Gel Doc Room		LZ-13	D	Negative	20-25 °C	100% Fresh Air	yes, as per layout	2	1no. Workstation + 1no. Small sink + 0.3m platform	8.04	1	8.04	
15	Equipment Room (for -80°C)		LZ-14		Positive or Neutral	17-20 °C	Recirculation Allowed	no	-	16nos. 700mm wide fridges (-80°C)	41.35	1	41.35	
16	HTS/ Genomics Room	space having provision for automation of processes	LZ-15	C+	Highest Positive	20-25 °C	100% Fresh Air	yes, as per layout	8	4.2m platform + 1no. workstation + 3.1m NoS library preparation station + 2.6m x 2 central island workstation + 1no. small sink	41.65	1	41.65	
17	Vacant Room for Future Allocation		LZ-16		Positive or Neutral	20-25 °C	100% Fresh Air	yes, provision for future	4	-	20.23	1	20.23	
18	Storage Room		LZ-17	C	Positive	20-25 °C	Recirculation Allowed	no	-	12m length of racks	18.12	1	18.12	
19	AHU Room 01		LZ-18	-	-	-	-	-	-	-	19.93	1	19.93	
20	Walk-in Cooler		LZ-19	-	-	4 °C	Recirculation Allowed	no	-	5.4m length of cooled storage	9.36	1	9.36	
21	Tissue Culture Lab		LZ-20	C+	Highest Positive	20-25 °C	100% Fresh Air	yes, as per layout	6	1no. Sink + 2m platform + 1no. rack for media + 1 no. 1 person LAR station + 1no. 2 person LAR station	32.98	1	32.98	
22	Walk-in Growth Chambers - Ante-room		LZ-21	C+	Highest Positive	24-26 °C	100% Fresh Air	no	-	1no. Fridge + control panels for the walk-in growth chambers	4.85	1	4.85	
23	Walk-in Growth Chamber 01	Maintaining the cultures under controlled light, temperature, and humidity	LZ-22	C+	Highest Positive	24-26 °C	100% Fresh Air	no	-	7.5m x 2 levels shelves	7.98	1	7.98	
24	Walk-in Growth Chamber 02	Maintaining the cultures under controlled light, temperature, and humidity	LZ-23	C+	Highest Positive	24-26 °C	100% Fresh Air	no	-	3.2m x 2 levels shelves	2.91	1	2.91	
25	Growth Chambers Hall	Maintaining the cultures under controlled light, temperature, and humidity	LZ-24	C	Positive	20-25 °C	100% Fresh Air	no	3	2nos. Large stand alone growth chambers + 2nos. Small growth-chamber units + 2nos. Workstations + 1no. Table	33.16	1	33.16	
26	Common Wash Area	Washing glassware	LZ-25	-	-	20-25 °C	Recirculation Allowed	yes, as per layout 2 sinks, 1 dishwasher; drainage for ice machine	4	3.6m platform + 2no. Sinks + 2.6m platform + 0.6m drying rack + 1no. Dishwasher + 1no. ice machine	20.23	1	20.23	
27	Autoclave Room	for sterilizing media and glassware	LZ-26	-	-	20-25 °C	Recirculation Allowed	yes, as per layout	2	1no. Sink + 8.7m x 4 levels shelves for storage + 1no. Autoclave	19.93	1	19.93	

BUILDING PROGRAMME, LCU AT NEW CAMPUS

23-09-2023

28	Media Preparation and Chemical Room	preparing the nutrient media for tissue culture	L2-27	C	Positive or Neutral	20-25 °C	100% Fresh Air	yes, as per layout	4	1no. Large sink with DU = 2.0m platform + 3.0m long cabinet + 1no. Media autoclave	20.23	1	20.23	
29	AHU Room 02		L2-28	-	-	20-25 °C			-		19.93	1	19.93	
30	Supervisor Office Cabin	for lab supervisor	OF-01	-	-	20-25 °C	Recirculation Allowed	no	1		19.80	1	19.80	
31	Office Cabins	for senior officers & senior scientists	OF-02	-	-	20-25 °C	Recirculation Allowed	no	1		12.42	4	49.68	
32	Open Office Workstation Hall	for staff and researchers. Can open up and connect with Verandah and Courtyard	OF-03	-	-	20-25 °C	Recirculation Allowed	no	32		102.00	1	102.00	
33	Administration Office	Office room for Admin/ IT/ HR, Accounting staff. Office connected with Records Room	OF-04	-	-	20-25 °C	Recirculation Allowed	no	4		20.25	1	20.25	
34	Records Room		OF-05	-	-	20-25 °C	Recirculation Allowed	no	-		12.95	1	12.95	
35	Pantry		OF-06	-	-	20-25 °C	Recirculation Allowed	yes	-		8.20	1	8.20	
36	Meeting Room (10 pax)		OF-07	-	-	20-25 °C	Recirculation Allowed	no	6		21.15	1	21.15	
37	Conference Room (16 pax)	Can open up and connect with Verandah and Courtyard	OF-08	-	-	20-25 °C	Recirculation Allowed	no	10		42.30	1	42.30	
38	Library Nook cum Break-out Space		OF-09	-	-	20-25 °C	Recirculation Allowed	no	3		21.15	1	21.15	
39	Office Zone Toilet - Male		OF-10	-	-				-		16.85	1	16.85	
40	Office Zone Toilet - Female		OF-11	-	-				-		16.85	1	16.85	
41	Office Zone Toilet - Universally Accessible		OF-12	-	-				-		4.40	1	4.40	
42	AHU Room - Office Wing		OF-13	-	-				-		20.70	1	20.70	
43	Electrical Room - Office Wing		OF-14	-	-				-		20.70	1	20.70	
44	Store Room - Office Wing		OF-15	-	-				-		20.25	1	20.25	
TOTAL CARPET AREA													1021.87	
TOTAL BUILT-UP AREA AS PER DESIGN Including walls, circulation spaces, verandahs, porches													2136.04	sq.m

- iii. The work shall conform to Central Public Works Department (CPWD) Specifications, NBC-2016, IS Codes and sound engineering practices.
- iv. The Bidder is advised to visit the site of work, at their own cost, and examine the site and its surroundings to collect all information that is considered necessary for proper assessment of the prospective work, including Local Bye-laws, regulations, and formalities required to be followed.
- v. While the supply and installation of the lab equipment are not within the Contractor's scope, the Contractor shall provide all necessary backbone services—including structural support, water supply, water points (if required), drainage, electrical points, and equipment-specific earthing (if required)—based on the finalized functional requirements of the equipment. The Contractor shall coordinate with their respective PIU to determine the lab equipment to be installed. During the installation and commissioning of the lab equipment, the Contractor shall provide full support and coordination to the agency responsible for supply, installation, and commissioning.
- vi. The Contractor shall provide -
 - a. Detailed guidelines for operation and maintenance after handing over the building.
 - b. Warranties for all MEPF, HVAC equipment and AMC schedule.
 - c. Prepare and submit as built drawings, all literatures, manuals, warranty certificates etc.
- vii. All mandatory tests for the materials and execution will be carried out by the contractor at their own cost, including cost of supplying the samples to the laboratory, including transportation.
- viii. The contractor shall ensure that all necessary equipment/ plant required for timely, safe, and high-quality execution of works are available at site, in good working condition, and with valid fitness and calibration certificates where applicable.
- ix. The contractor shall also make arrangements for storage of material and equipment in the designated space at site. All equipment and tools brought to site must comply with safety norms, environmental clearances, and be operated only by certified operators. Any delay or failure due to

non-availability or breakdown of machinery shall be the contractor's responsibility and may attract penalties as per contract provision. All the equipment, T&P and machinery shall be kept in good working conditions.

- x. The Contractor shall prepare an integrated programme chart in MS Project/ MS Excel /Primavera software for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Principal Scientist within ten days of award of the contract. The integrated program chart submitted should not have any discrepancy with the physical milestones attached in the contract agreement.
- xi. The programme chart should include the following:
 - a. Descriptive note explaining sequence of the various activities.
 - b. Network (PERT/CPM/BAR CHART)
 - c. Programme for procurement of materials and manpower by the contractor.
 - d. Programme of procurement and deployment of machinery / equipment having adequate capacity, manpower activity wise & commensurate with the quantum of work to be done within the stipulated period, by the contractor.
 - e. Productivity of T&P and manpower of all categories to be employed based on which the activity wise program is being proposed
- xii. The contractor shall submit to the Principal Scientist by 7th day of each month, 2 hard copies and one soft copy (CD) of monthly progress report of the work. Such progress report will include the project progress, summary, work progress (planned vs actual), CPM chart and achievement of milestone, manpower deployment status category wise, inventory of materials and T&P deployed and photographs of important activities.
- xiii. The progress report should include progress of the various components of the work that are planned and achieved, for the month as well as cumulative upto the month, with reasons for deviations, if any, in a tabular format and including progress photographs, in colour, of the various items/components of the work done upto date, to indicate visually the actual progress of the work, quality assurance and quality control tests conducted during the month, with the results thereof, videography at various stages of construction right from the day of start of work to date of completion/occupation, covering all major events, inspections, visits by dignitaries etc., chronological brief of all sort of upto date correspondences made by the contractor and department since the award of work in tabular format.
- xiv. The contractor shall make a reasonably furnished site office at his own cost for the duration of the contract. Electricity and drinking water for site office will have to be provided by the contractor at his own cost for the site office. The Contractor shall be responsible for accommodation, feeding and sanitary necessities, for their employed persons. The Contractor shall make his own arrangement for labour camp for his labour. No labour camp shall be allowed inside the project site, unless permitted by the Principal Scientist in writing.
- xv. The contractor shall install and maintain till the completion of work and operation and maintenance period, at least six no's IP based 360-degree Rotation PTZ CCTV cameras at such locations so

that his work can be monitored at one computer at site and at the office of the Principal Scientist. The scope includes all required accessories like data connection, Network Switch, server, PC workstation, Cat-6 Wire, and power supply cable, necessary connections complete etc. The CCTV system shall have capacity to save the recordings of at least three months. The quoted rates of contractor deemed to have provisions for this arrangement and nothing extra will be payable on this ground.

Environment, Health and Safety Management Requirement

The Contractor must comply with strict Environmental, Health, and Safety (EHS) requirements. This includes adhering to applicable national, state and local environmental laws and regulations. Contractors are also responsible for implementing measures to mitigate and prevent environmental, health, and safety risks associated with their work.

A. Site Safety

- i. The Contractor's EHS Supervisor shall have the qualifications and the authority to issue instructions to the Contractor's personnel regarding protection measures to prevent accidents.
- ii. The Contractor shall provide the public with adequate information on all risks with respect to the construction works. If the general public sustains any kind of bodily injury or death, the Contractor shall be responsible for providing all necessary medical care and compensation.
- iii. During construction the Contractor shall erect, maintain and subsequently remove sufficient barricades, guards, lighting, sheeting, shoring, temporary sidewalks, danger signals as well as temporary covering of potential accident areas, as approved by the Client.
- iv. The Contractor shall conduct regular site safety inspections and risk assessments and immediately rectify any unsafe condition or practice that may pose a risk to workers, visitors, or the surrounding community.
- v. The Contractor shall provide safe pedestrian access, adequate illumination, and traffic management measures around the work site to minimize inconvenience and ensure public safety throughout the construction period.
- vi. The Contractor shall be responsible for all damages or injury which may be caused on any trespass by the Contractor's or his Subcontractor's employees in the course of their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor.

B. Environment Safeguards

The Contractor has to ensure implementation of **ADB's Safeguard Policy Statement (SPS) 2009** and shall be responsible for ensuring following environmental safeguards measures:

Design stage:

- Understand the EMP requirements and take necessary action in the design of the containment facility
- Understand the regulatory compliance requirements related to labour, welfare, safety, environment etc.

Construction stage:

- Ensure that all regulatory clearances (both project related, and contractor related) are in place before start of the construction work
- Mobilize EHS supervisor prior to start of the work
- Prepare method statement and get approved prior to the start of work
- Prepare Construction waste management plan, traffic management plan, occupational health & safety plans and get it approved by the Client
- Implement EMP and ensure compliance with all the mitigation and enhancement measures
- Conduct environmental monitoring (air, noise, water etc) as per EMP, submit monthly Environmental Monitoring Report on EMP implementation
- Comply with applicable government rules and regulations
- Site clean-up and restoration including clean-up
- Prepare and implement an Emergency Preparedness and Response Plan.
- Conduct regular EHS inspections and safety audits and close identified observations in a timely manner.
- Implement dust, noise and vibration control measures during construction activities.
- Ensure proper storage, handling and disposal of hazardous materials, if any.
- Provide adequate PPE to all workers and enforce its use at all times.
- Conduct toolbox talks and safety induction training for all workers and visitors.
- Maintain records of incidents, near misses, complaints and corrective actions taken.
- Prevent contamination of soil, surface water and groundwater from construction activities.
- Implement traffic and pedestrian safety measures around the construction site.
- Ensure restoration of all temporary work areas, storage yards and access routes after completion of works.
- Submit monthly EHS compliance and safeguards monitoring reports to the Client.
- Ensure compliance of subcontractors with approved Environmental, Health, Safety and Social (EHSS) requirements.

Environmental Management Plan

The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations. The Contractor shall prepare, obtain approval for, implement, monitor, and periodically update a Contractor's Environmental, Health, Safety and Social Management Plan and associated management plans prior to commencement of works. The Contractor shall also comply with all requirements of the national and local authorities responsible for enforcing environmental health and safety controls, such as the following aspects (but not limited to):

1. Pollution prevention and abatement
2. Health and safety of workers and nearby community people
3. Control of infectious and communicable diseases (HIV/AIDS, malaria, COVID-19 etc)
4. Local cultural conservation
5. Labor codes
6. Occupational Health and Safety (OHS) Management Plan.
7. Traffic and Transportation Management Plan, including vehicle movement and pedestrian safety measures.
8. Emergency Preparedness and Response Plan covering fire, medical emergencies, accidents, chemical spills, natural disasters, and evacuation procedures.
9. Construction Waste Management Plan and Hazardous Waste Management Plan.

10. Dust, Air Quality, Noise and Vibration Management Plan.
11. Labour Camp and Workers Welfare Management Plan, where labour camps are established.
12. Community Health, Safety and Security Management Plan.
13. Stakeholder Engagement, Information Disclosure and Consultation Plan.
14. Grievance Redress Mechanism (GRM) Implementation Plan for workers and affected communities.
15. Labour Management Plan, including measures for prevention of child labour, forced labour, discrimination, harassment, and ensuring equal opportunity at the workplace.
16. Gender and Social Inclusion Action Plan, including measures for prevention of Gender-Based Violence (GBV), Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH).
17. Chance Find Procedure for protection of archaeological, cultural, religious, and heritage resources discovered during construction activities.
18. Site Restoration and Rehabilitation Plan for temporary construction areas, storage yards, labour camps, and access roads.

With guidance from Employer and/its consultants, the Contractor shall fully abide to the provisions of (i) Environment Protection Act 1986, Air (Prevention and Control of Pollution) Act, 1981 and its amendment; (ii) Water Prevention and Control of Pollution) Act, 1974 and its amendment; (iii) Wild Life Protection Act, 1972 and its amendment; (iv) Noise Pollution (Regulation and Control Act) 2000 and its amendment; (v) Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016; (vi) Municipal Solid Waste (Management and Handling) Rules, 2016; (vii) Construction and Demolition Waste Management Rules, 2016; (viii) Plastic Waste Management Rules, 2016; and (ix) other national and state environment and biodiversity rules and regulations.

Necessary approvals for construction to be obtained by Contractor from the State Pollution Control Board (SPCB) which includes Consent to Establish (CTE) and Consent to Operate (CTO) for construction and operation, diesel generators sets under Air (Prevention and Control of Pollution) Act, 1981 and Water Prevention and Control of Pollution) Act, 1974 its amendments. Authorization for storage and handling of hazardous waste such as used oil etc. shall also be obtained from SPCB under Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016. Approval required from local authorities regarding construction waste management under Construction and Demolition Waste Management Rules, 2016. License to store petroleum beyond prescribed quantity (if applicable) also to be required from Deputy Commissioner/Concerned authority under Petroleum Rules 2002. Pollution under control (PUC) certificate for construction vehicles also to be obtain from Transport Department under Central Motor Vehicle Act 1988. Generally, government approved operational borrow areas located nearby should be selected for extracting earth materials for construction. However, for new borrow area, guidelines/ procedure to ensure environmentally sound good-practice for borrow and quarry area operation and management. In case contractor opens own quarry and borrow area, then prior NOC to be obtained from local administration. Take advice from SPCB regarding prevailing statutory clearance in the district regarding quarrying and borrowing before start any operation. Contractor shall also take consent for setting labour camp (if any) form local administration.

The Contractor is responsible for providing site workers with safe and healthy working conditions to minimize occurrence of accidents, injuries, and disease. This includes the establishment of preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities. The Contractor will be responsible for ensuring the construction's compliance with relevant laws and regulations of the government and Safeguards Policy Statement (SPS) 2009 of ADB.²⁴ The Contractor will be guided by the Employer and its consultants in adhering to its site-specific environment, health and safety management plan (EHSMP) and environmental monitoring plan (EMoP) requirements.

²⁴ [Safeguard Policy Statement \(June 2009\) \(adb.org\)](https://www.adb.org/documents/safeguard-policy-statement-june-2009)

With guidance from Employer and/or its consultants, the Contractor shall (a) establish an operational system for managing environmental, health and safety impacts aligned with the initial environmental examination (IEE) as per ADB' SPS 2009 and its updated version;²⁵ (b) develop a site-specific EHSMP based on Tables: 1, 2 & 3 EHSMP of Section 6 and/or its updated version due to revalidation of data based on the site visit and discussions with the Community prior to work, and site-specific EHSMP may be updated by the Contractor with guidance from the Employer and its consultants during construction works; (c) comply with the measures and requirements relevant to the Contractor set forth in the environment, health and safety management plan in Tables 1, 2 & 3, with any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time, and government rules, requirements and standards; (d) allocate the budget required to ensure that such measures, requirements and actions are carried out.

The Contractor shall be involved on resolving complaints and issues from affected people relevant with the scope of works through grievance redress mechanism of the project.

In the event of a significant injury involving medical treatment or hospitalization and fatal accident the Contractor shall notify the Employer immediately by verbal communication and submit a formal report as soon as practicable after its occurrence. For all accidents, whether fatal or not, the Contractor shall also notify the appropriate local authorities in accordance with the Laws of the Country.

Cooperate with the Employer and its consultants who will coordinate with AIDS control organizations and other public health agencies to carry out HIV/AIDS awareness programmes for labour and dissemination of information at worksites on risks of sexually transmitted diseases and HIV/AIDS as part of health and safety measures for those employed during construction. The Contractor shall conduct health and safety programs for workers employed under the project, and shall include information on the risks of diseases. The Contractor shall carry out disease awareness programs for labour and disseminate information at worksites on risks of diseases as part of health and safety measures for those employed during pre-construction, construction, and operations and maintenance. The Contractor shall cooperate with the Employer and/or its consultants who will coordinate with public health agencies to carry out diseases awareness programmes for labour and dissemination of information at worksites on risks of disease and follow relevant national and/or state provisions on health, safety, welfare, sanitation and working conditions and appropriate working campsites during the construction and maintenance period. The contractor shall follow legally mandated provisions on health, safety, welfare, sanitation and working conditions and appropriate working campsites during the construction period. At all times, take reasonable precautions to maintain the health and safety of workers and personnel, and to provide a safe work environment. In collaboration with local health authorities, the Contractor shall ensure availability of first aid facilities, medical staff, sick bay ambulance service to Personnel. The Contractor shall make suitable arrangements for all necessary welfare and hygiene requirements and for the prevention of epidemics to include: (a) provision of a sufficient supply of suitable food, (b) adequate supply of drinking water and other water for the use of the Contractor's Personnel, and (c) protection from insect and pest nuisance. Maximise employment of females and local poor and disadvantaged persons for construction and routine maintenance purposes provided that the requirements for efficiency are adequately met.

The Contractor shall secure and renew applicable environmental permits and clearances in a timely manner. With guidance from Employer and/or its consultants, the Contractor shall ensure that emissions, surface discharges and effluents from Contractor's activities shall not exceed values stated by applicable laws and guidelines of internationally recognized standards such as the World Bank Group's Environment, Health and Safety Guidelines.²⁶

The Contractor will provide its staff and workers with a safe and healthy working environment, taking into

²⁵ <https://www.adb.org/projects/documents/ind-57041-001-iee>

²⁶ <https://www.ifc.org/en/insights-reports/2000/general-environmental-health-and-safety-guidelines>

account risks inherent to the particular sector and specific classes of hazards in the work areas. The Contractor will take steps to prevent accidents, injury, and disease arising from, associated with, or occurring during the course of work by (i) identifying and minimizing the causes of potential hazards to workers; (ii) providing preventive and protective measures; (iii) providing appropriate equipment to minimize risks and requiring and enforcing its use; (iv) training workers; (v) documenting and reporting occupational accidents, diseases, and incidents; and (vi) having emergency prevention, preparedness, and response arrangements in place. With the guidance from the Employer, the contractor will apply preventive and protective measures consistent with international good practice, as reflected in internationally recognized standards such as the World Bank Group's Environment, Health and Safety Guidelines (see footnote on IFC).

Road-side trees, shrubs, natural plants, poles, lines, fences, signs, monuments, water and sewer pipelines, and highway facilities within or adjacent to the construction site will not to be disturbed, and shall be protected from damage. During construction, the Contractor shall take all adequate protective measures against soil erosion, water pollution, air pollution, noise pollution etc. before start of operation. The Contractor shall submit to the Employer for approval of his work plan, including the site-specific EHSMP in reference with Tables 1, 2 & 3. All materials arising from clearing and grubbing operations shall be disposed by the Contractor as directed by the Employer. All salvaged materials from clearing, which, in the opinion of the Employer, cannot be used or auctioned, shall be cleared away from the construction site in a manner as directed by the Employer and/or its consultants.

The first priority should be to re-use the excess materials from the construction work. Discarded materials that cannot be used for construction and fill, may, if suitable, be used for other useful measures. Extreme care should be taken to avoid disposal, whether on the land or for the area that will cause inconvenience or deprive local residents of their livelihood.

The Contractor shall consult the Employer and nearby people before locating project offices, sheds, and construction plants. Camps should not be located within forest areas and shall not affect drinking water intakes. Water supply and pit latrine facilities should be provided for employees and no trees should be cut for this purpose. Soil filling/surfacing/maintenance space should be cemented or sand be spread over it. To avoid contamination of soil beneath, if cemented, oil-spreader should be provided and water be made to push through it. Used oil and lubricants should be reclaimed and re-used or removed from the site. Explosives, oil, petrol, and grease should be managed according to the government guidelines. Solid waste should be managed according to the following preference hierarchy; i.e., re-use, recycling, burial or burning. On conclusion of construction, all wreckage, rubbish or temporary works that are no longer required shall be removed. The site should be restored to near natural or stable condition. The Contractor should report to the Employer in writing that the sites are restored to pre-project condition before acceptance of the work.

Labour camps shall not be located near settlements or near drinking water supply intakes or to negatively impact local residents' access to drinking water. Camps shall not be located in the vicinity of land-slide and flood plains. The camps shall be operated within a self-sufficient infrastructure. No trees should be cut for fuel-wood, and removal of vegetation should be minimized. Workers' camp shall be provided with pit latrines for answering nature's call. This will help in preventing soil contamination and improving hygienic condition of workers' camp. The wastewater generated by the workers' camp be passed through settling tank before sending it for treatment. Water and sanitation facilities shall be provided for employees. The Contractor shall recruit, to the maximum possible extent, local persons for the labour force and should provide appropriate training where necessary. On conclusion of work, all temporary structures, including sleeping quarters, cooking and food storage structures and latrines shall be removed to prevent encroachment within the road right-of-way.

All heavy equipment and machinery shall be fitted with air pollution control and noise dampening devices that are operating correctly. Stockpiled sand and soil shall be slightly wetted before loading, particularly

during windy weather. Vehicles transporting sand and soil shall be covered with tarpaulin. Stockpiled sand should be sprinkled regularly with water and dust suppression measures be taken to contain air pollution. All heavy equipment shall strictly follow the noise regulation.

In Tables 1, 2 & 3, the EHSMP provided with this bid will serve as a model environmental management plan to the Contractor. The site-specific EHSMP shall be prepared by the Contractor based on the EHSMP with guidance from Employer and/its consultants. With the support from Employer and/its consultants, Contractor will identify the site-specific environment, health and safety hazards and associated risks. Once the risks have been assessed, the next step is to develop control measures to mitigate these risks. Control measures can be either avoiding action, engineering and biological controls, construction best practices, administrative controls, or by using personal protective equipment's. Contractor will involve all stakeholders in the development and implementation of the site-specific EHSMP. This plan should be monitored and evaluated on a regular basis to ensure that it is effective and that it is being implemented properly.

To evaluate the effectiveness of environmental management programme, regular monitoring of the important environmental parameters will be taken up by the contractor as shown Tables 1, 2 & 3, EmoP (such as air quality, water quality, and noise levels) shall be conducted by an authorized company or laboratory accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL) and/or Ministry of Environment, Forest and Climate Change (MOEFCC), Govt. Contractor shall fill construction site checklist for SSEHSMP implementation and monitoring, and maintain records of emissions, spills, accidents and complaints, and provide copies to the Employer and its consultants as part their monthly progress reports on environment safeguard compliance report. Environmental Monitoring Report shall also be submitted by the contractor on a monthly basis to the Employer.

Contractor shall participate and adhere Grievance Redressal Mechanism (GRM) established under the project which to receive and facilitate resolution of the affected people's concerns and grievances regarding the project's environmental performance. Contractor makes all affected persons and his staff aware of processes available for the redress of grievances that are easily accessible. The contractor shall also ensure installation of display boards at construction site with GRM information. Construction-related complaints (such as issues related to dust, localized flooding, noise, lost access, dangers to life, damage caused to access roads, agriculture fields from heavy machinery, deteriorating water quality and quantity, damage to property and crops, soil erosion, and others) and managing them is the contractor's responsibility under the contract.

The Contractor shall engage qualified personnel to ensure compliance with environmental, health, and safety regulations during both the design and construction phases. The environment, health and safety expert shall oversee the implementation of the site-specific EHSMP, ensuring compliance with ADB SPS 2009, regulatory permits, and mitigation measures for air, water, noise, and waste management. The expert shall be responsible for developing and enforcing site-specific health and safety plans, conducting risk assessments, and ensuring the availability of personal protective equipment to maintain a safe working environment. The expert shall be deployed full-time to monitor daily site activities, enforce safety protocols, conduct toolbox talks, and ensure compliance with worksite hazard mitigation strategies. These roles shall be incorporated into the Contractor's staffing plan, with clear reporting mechanisms and responsibilities to ensure the effective execution of environmental, health, and safety requirements throughout the project duration.

The Contractor shall submit monthly reports to the Employer on the carrying out of site-specific EHSMP and compliance with government rules. Contractor will prepare and accomplish the environmental monitoring forms and submit to the Employer. Such reports shall be monitored by the Employer and/or its Consultants.

Contractor shall ensure appropriate level of expertise for site-specific EHSMP implementation and

monitoring prior to implementation. Contractor will bear the costs of all mitigation measures and monitoring during construction and shall be budgeted in the bid. As may be instructed by the Employer, the Contractor shall undertake additional works recommended in the updated SEMP. Additional cost to the Contract of such variation shall be determined mutually by Contractor and Employer.

The EHSMP and EMoP are given below:

- **The PIU refers to the IIRH Bnagalore, CCRI Nagpur, CITH Uttrakhand, NRCP Solapur, CISH Lucknow, CIAH Bikaner & ICAR-CISH Malda**
- **PMU refers to the NHB/ICAR or PISC appointed by the NHB**

Environmental Management Plan for Construction Site: Table-1

Sl. no	Environmental Issues	Mitigation Measures	Indicators and Targets	Responsibility for implementation	Responsibility for Supervision
1.	Location Impacts				
1.1	Location impacts pertain to siting of facilities for construction of new building including laboratory. • Clearing of wild vegetatio's (if any) • Maintain slope for natural drain • Excess earth disposal • Avoid blockage of natural drainage paths. • Reuse excavated soil within site as far as possible. • Dispose surplus earth only at approved locations. • Prevent soil erosion and runoff from exposed areas. • Avoid unnecessary	• The siting of facilities will be in line with the Respective Region Development Authority approved Plan. • The site allotted for the construction of new building (including laboratory) belongs to CPCs. Hence there are no land acquisition issues anticipated. • The land is vacant and having gentle slope towards eastern direction. Hence levelling operations have to be conducted for the construction purpose. By doing so it is anticipated to generate excavated excess earth/ soil (cut and filling), which has to be disposed in an authorised/ identified landfill or disposal area. If the site is a new disposal area, then it has to be approved by the PIU. • There are few trees identified in the project site, which has to be preserved through design considerations or it shall be transplanted to the designated landscaping area.	• List of tree species • Tree cutting permit/permission from the competent authority. • Identification of Disposal site for disposing debris and Excavated soil	PIU Project Consultants	PMU

	tree cutting and vegetation removal. • Protect existing trees and landscaped areas. • Locate stockpiles away from drains and access roads.				
1.2	Lack of sufficient planning to assure long term sustainability of the developments	• The subproject design shall include adequate provisions for ensuring effective maintenance and protection of the assets created so as to ensure the long-term sustainability of the sites. • The designs will be worked out and implemented in accordance with the provisions.	• DPR and designs Approved from competent authority. • Designs prepared and approved by PMU.	PIU Project Consultants	PMU
1.3	Land acquisition (Socio economic Impacts)	• No additional land will be required, the proposed subproject will be constructed in the land available with CPCs. • Resettlement and/or land acquisition problems are not anticipated in the construction activities.	• Revenue records	PIU Project Consultants	PMU
1.4	Clearing of trees/ Removal of vegetation	• All reasonable measures shall be undertaken to ensure that no native fauna is harmed or placed at risk during the course of the clearing activities. • As per the proposed design, felling of trees is not	Tree count information and compensation ratio	PIU Project Consultants	PMU

		envisaged at any stage of the project. However, under unavoidable conditions if any of the trees are required to be cut/ felled, then prior permission as per existing procedure from Forest department, ensuring appropriate compensation including compensatory plantation at 1:10 ratio			
2.	Design and Pre-Construction Impacts				
2.1	Increased storm water runoff from alterations of the site's natural drainage patterns due to excavation works	• Design of proposed building components will enable efficient drainage of the sites and maintain natural drainage patterns. The siting of the project components, involving physical construction shall be done to ensure no disruption of natural drainage patterns or flows into the nearby drain/nallah. • Construction activities (including excavation and trenching works) shall be restricted during the monsoon season. • The Contractor shall discuss with the PIU to carryout necessary construction activities in the monsoon season by providing appropriate safety measures to the satisfaction of the PIU.	• Site drainage plan to be prepared and applied. • Construction of drains to prevent water logging at site during rains	PIU Project Consultants	PMU
2.2	Consents, permits, clearances, NOCs, etc.	• All the necessary approvals/ permissions/ clearances/ NoCs should be obtained by	• Conditions as mentioned in the approvals/ permissions/ clearances/ NoCs	PIU Project Consultants	PMU

		the PIU before start of the construction activities. • Meaningful consultations with communities to keep them informed of anticipated activities and associated impacts	• Consultation meeting outcomes and records		
2.3	Selection of materials and construction technologies, if not carefully chosen, will adversely impact the visual appeal of the buildings	• Designs to be worked out in such a manner that exposed steel and concrete structures are avoided. • The design brief for all building components proposed will strictly conform to the respective region • Respective Region Development Authority approved Plan requirements. • Any new landscaping elements will only utilize native species to protect local biodiversity	• List of approved quarry sites and source of material • List of trees/ shrubs for landscaping • List of materials to be procured for construction works included in BOQ	PIU Project Consultants	PMU
2.4	Integration of energy efficiency and energy conservation programs in design of building components	• The detailed designs for the building components shall ensure that environmental sustainability principles, including energy efficiency, resource recycling, waste minimization etc. are integrated, and designs accordingly worked out. • All the electrical and mechanical equipment's used in the construction works shall be energy efficient and ISO certified as per BOQ provisions.	• DPR and designs approved from competent authority. • Use of energy efficient and ISO certified equipment in construction works. • PUC for all construction vehicles	PIU Project Consultants	PMU

2.5	Odour/ smell from Sewage Treatment Plant (STP) and Solid waste collection area	• The detailed design/ layout should have designated STP and the solid waste areas, which should be located away from the main building to prevent odour issues	• DPR and designs approved from competent authority. • solid wastes should be collected frequently. • STP should be maintained	PIU Project Consultants	PMU
2.6	Sourcing of water for construction activities	• Contractor shall purchase water from the ULB or private vendors for the construction activities. The agreement/ MoU has to be shared with the PIU. • Use of groundwater for construction purpose is prohibited. • Water demand during construction should be reduced by use of premixed concrete, curing agents and other best practices prevalent. • Tapping of surface water from river sources should not affect the downstream water users (appropriate permission for the same should be obtained) • Tapping of surface water from tanks/ ponds should be in consultation with the local communities and the same records should be submitted to the PIU and PMU. • For any other arrangements for the source of water, the evidence for the same has to be furnished to the PIU	• Regular monitoring is required. • Feedback from the local communities	Contractor and PIU Project Consultants	PMU
2.7	Installation of Diesel	• As per the CPCB norms, place the Diesel Generators	• Standards prescribed by the CPCB.	Contractor and PIU	PMU

	Generators	(DG's) in an acoustic enclosure or other sound insulation. • Place the DG's at least 100 m from the nearest building. • Low Sulphur Diesel shall be used for operating diesel generator. • Ensure DG sets comply with the noise standards prescribed by the CPCB	• conducting frequent noise monitoring	Project Consultants	
3.	Pre-Construction activities by Contractor				
3.1	Submission of updated EMP/ CEMP; EMP implementation and reporting	• Appoint Environment, Health and Safety Supervisor to ensure EMP implementation. • Submission of updated EMP/ CEMP prior to starting of work, • Timely submission of monthly monitoring reports including documentary evidence on EMP implementation such as photographs and consultation records. • CEMP documents shall include information about site restoration, noise and dust control, wastewater management, spills response, community and site health and safety, traffic control, tree cutting, construction of labour camps, storage areas, hauling roads, regulatory permissions, disposal areas for solid and hazardous wastes, sensitive features like schools and hospitals	• Compliance with EMP/ CEMP • Contractor consultation records	Contractor and PIU Project Consultants	PMU Project Consultants

		• Provide project-related information to stakeholders, communities and/or affected people before and during construction works.			
3.2	Consents, permits, clearances, NOCs, etc.	• Obtain all necessary consents, permits, clearance, NOCs, etc. prior to the award of civil works. • Ensure that all necessary approvals for construction to be obtained by the contractor are in place before the start of construction. • Acknowledge in writing and provide a report on compliance of all obtained consents, permits, clearance, NOCs, etc.	All the project related clearances should be obtained	Contractor and PIU Project Consultants	PMU
3.3	Sources of construction materials (Impact on natural land contours, vegetation, disturbance to natural drainage patterns, water logging, and water pollution.)	• Maximize the re-use of earth cut materials, spoils, and construction & demolition debris/wastes. • Specify materials that are recycled, have recycled content or are from sustainable sources. • Obtain construction materials only from government- • approved quarries with prior approval of PIU. • PIU to review and ensure that proposed quarry sources have all necessary clearances/ permissions in place prior to approval. • Contractor to submit to PIU the documentation every	Contractor to prepare a list of approved quarry sites and sources of materials with the approval of PIU before any construction commences	Contractor and PIU Project Consultants	PMU

		month with the details of the material obtained from each source (quarry/ borrow pit) • Avoid the creation of new borrow areas, quarries, etc., for the project; if unavoidable, contractor to obtain all clearances and permissions as required under law, including Environmental Clearance (EC) prior to approval by PIU			
3.4	Construction Camps – Location, Selection, Design and Layout	• The construction camps will be located at 100m away from settlements and water bodies. The construction camps including separate female and male sanitation facilities, shelter, canteen, first aid, health care, day crèche facilities must be adequately drained, and must not be subject to periodic flooding. • The camps must be located such that the drainage from and through the camps will not risk any domestic or public water supply. • All sites must be graded, ditched and rendered free from depressions such that water may get stagnant and cause a nuisance. • Solid wastes and domestic sewage generated from the construction camp should be disposed on day-to-day basis. • Potable water (as per IS 10500 standard) to the	• Location of construction camp approved by PIU. • Construction camp having all the basic amenities with proper sanitary conditions drainage and watery supply	Contractor and PIU Project Consultants	PMU

		labours/ construction workers should be provided by the Contractor. • Comply with the ban on one time use and throwaway plastics. • First Aid Room shall be provided in the project site during the entire construction and operation phases of the project			
3.5	Stockpiling of materials	• Storage of construction material confined to work sites in a way to ensure that there is no obstruction to natural drainage pattern, efficient drainage is maintained. • Stockpiles to be covered to reduce dust generation. • Develop and implement the Materials Management Plan (including warehouses/ storage)	• Location of construction camp approved by PIU • Approved materials management plan.	Contractor and PIU Project Consultants	PMU
3.6	Establishment of baseline environmental conditions prior to start of civil works	• Conduct documentation of location of components, areas for construction zone (camps, staging, storage, stockpiling, etc.) and surroundings (within direct impact zones), locations of environmental monitoring Include photos and GPS coordinates. • The monitoring parameters and the frequency of the monitoring should comply with the Environmental Monitoring Plan	Baseline environmental profile including ambient air, noise, water quality as per the standards indicated in the monitoring plan	Contractor and PIU Project Consultants	PMU

3.7	Drinking water availability and water arrangement	• The contractor will be responsible for arrangement of water in every workplace at suitable and easily accessible place for the whole construction period. • Sufficient supply of cold potable water (as per IS 10500) to be provided and maintained. • If the drinking water is obtained from an intermittent public water supply, then, storage tanks will be provided.	• Records of drinking water supply to workers • Feedback from workers	Contractor and PIU Project Consultants	PMU
3.8	Identification of disposal sites	• The contractor will confirm that disposal of the material does not impact natural drainage courses or surface water bodies or low-lying areas and that no endangered/ rare flora is impacted by such materials. • The disposal sites shall be identified in consultation with the ULB. • Information on the disposal site should be included in the CEMP (submitted by the contractor before start of construction activities)	• Disposal site selected and approved by PIU. • Records of materials disposed at disposal site. • Logbook maintained for debris disposal	Contractor and PIU Project Consultants	PMU
3.9	Shifting of Utilities	• Identify and include locations and operators of these utilities in the detailed design documents to prevent unnecessary disruption of services during the construction phase.	• List showing utilities to be shifted. • Contingency plan for services disruption	Contractor and PIU Project Consultants	PMU

		• Require contractors to prepare a contingency plan to include actions to be done in case of unintentional interruption of services. • Obtain from the PIU the list of affected utilities and operators. • If relocation is necessary, Contractor will coordinate with the providers to relocate the utility and communicate the dates and duration in advance to affected communities/ persons/ business.			
3.10	Social and Cultural Resources	• No cultural properties or religious structures shall be removed or relocated without the knowledge and written consent of the concerned parties or communities and local administration as the case may be. Sites for the relocation of these religious structures shall be identified following the choice of the community. • For any Chance find, consult Archaeological Survey of India (ASI) to obtain an expert assessment of the archaeological potential of the site. • Consider alternatives if the site is found to be of medium or high risk.	Chance find protocol	Contractor and PIU Project Consultants	PMU

		• 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. • With support from PMU, develop a protocol for use by the construction contractors in conducting any excavation work, to ensure that any chance finds are recognized, and measures are taken to ensure they are protected and conserved.			
3.11	Circulation plan during construction in the densely populated areas	• Prior to mobilization and commencement of site activities, contractor has to prepare site work plan approved by PIU so that no works or activities shall interrupt safe passage of local residents/ road users during construction stage, including development of alternatives access routes, traffic regulations, signage etc., during construction. • The sensitive receptors like residential settlements, schools and hospitals in the close proximity of the resettlement site have to be consulted to discuss the site work plan for their suggestions and feedback, accordingly the plan shall be	• Site work plan prepared by contractor and approved by PIU. • Traffic plan and records of road signage's	Contractor and PIU Project Consultants	PMU

		modified. The Contractor with support of the PIU will carry out dissemination of these information			
3.12	Access	• Traffic congestion near the entry and exit points from the roads adjoining the proposed subproject site must be avoided. • Plan transportation routes (NH 65 (Solapur Road), Manjari road etc,) so that heavy vehicles do not use narrow local roads, except in the immediate vicinity of delivery sites. • Schedule transport and hauling activities during non-peak hours. • Locate entry and exit points in areas where there is low potential for traffic congestion. • Keep the site free from all unnecessary obstructions. • Drive vehicles in a considerate manner.	Temporary Traffic management Plan	Contractor and PIU Project Consultants	PMU
3.13	Occupational health and safety	• Comply with IFC EHS Guidelines on Occupational Health and Safety Develop comprehensive site specific health and safety (H&S) plan. The overall objective is to provide guidance to Contractor on establishing a management strategy and applying practices that are intended to eliminate, or	Health and safety (H&S) plan	Contractor and PIU Project Consultants	PMU

		reduce, fatalities, injuries and illnesses for workers performing activities and tasks associated with the project. Include in H&S plan measures such as: (i) type of hazards in the construction site; (ii) corresponding personal protective equipment for each identified hazard; (iii) H&S training for all site personnel (including labours); (iv) Procedures to be followed for all site activities; and (v) Documentation of work related accidents. • Provide medical insurance coverage for workers. • Contractor to nominate an onsite environment, health and safety officer. • Contractor shall undertake a COVID risk assessment of project area and prepare a COVID Response and Management Plan (C-R&MP) and submit to PIU for approval			
3.14	Site clearance activities including delineation of construction areas	• Commencements of site clearance activities shall be undertaken after permissions of PIU to minimize environmental impacts. • All areas used for construction and camp activities shall be restored to	Construction and workers camp sites should be restored as per the original situation	Contractor and PIU Project Consultants	PMU

		their former conditions after project completion and no impact to the baseline environment indicators have to be confirmed.			
3.15	Excessive disturbance to communities due to prolonged construction	• Meaningful consultations with communities to keep them informed of anticipated activities, in particular those that may result in disruption with respect to area access, utilities, and noisy or dust generating activities that are likely to result in significant disturbance. • Identify and adhere to strict construction schedule. • Liaise with schools that are in close proximity to construction sites on school examination periods and scale down construction activities and avoid noisy activities (including piling) during such periods. • Alert communities and residents if night time construction work shall occur nearby (no night time construction within 500 m of the nearest household) and ensure safe alternative access is provided • Ensure communities are aware of Grievance Redress Mechanism (GRM) entry points.	• Community Health and Safety Plan • Contractor consultation records	Contractor and PIU Project Consultants	PMU

		• Create awareness of health & safety risks of transmittable diseases (HIV/AIDs and COVID-19), child labour, bonded labour or forced labour. • Develop and implement the Community Health and Safety Plan			
4.	Construction Impacts				
4.1	Improper stockpiling of construction materials cause impacts starting from obstruction of drainage, disturbance/ safety hazard etc.	• Adequate safety precautions will be ensured during transportation of quarry material from quarries to the construction site. • Vehicles transporting material will be covered to prevent spillage. • Operations to be undertaken by the contractor as per the direction and satisfaction of PIU.	• Proper stockpiling of construction materials • vehicles transporting construction materials covered to prevent spillage	Contractor and PIU Project Consultants	PMU
4.2	Impacts due to Batching Plant operation	• Batching plant shall comply with the requirements and specifications of the relevant current emission control legislation. • Batching plant shall be located 1000m (1km) away from residential/ settlements and commercial establishments preferably 300m in the downwind direction. • The Contractor shall submit a detailed layout plan for all such sites and seek prior approval of PIU before	• Batching Plants should be kept/ stationed 1000 m away from residential / settlements	Contractor and PIU Project Consultants	PMU

		entering into a formal agreement with a landowner for setting-up such sites. • Actions by PIU against any non-compliance shall be borne by the Contractor at his own cost. • Arrangements to minimize dust pollution through the provision of windscreens, mist spray units, and dust encapsulation shall have to be provided at all such sites. • Specifications of batching plant shall comply with the requirements of the relevant current emission control legislation and Consent/NOC for such plant shall be submitted to the PIU. • No such installation by the Contractor shall be allowed till all the required legal clearances are obtained from the competent authority and the same is submitted to the PIU.			
4.3	Quarry, borrow areas operations	• If quarry, borrow areas are exclusively opened for the project, the contractor shall ensure that they qualify all the legal conditions to operate such areas. • Consent to Operate (CtO) for quarry sites have to take from Maharashtra Pollution Control Board (MPCB) and a copy of the same has to be kept in record and submitted to PIU.	• list of approved quarry sites and sources of materials • CtE and CtO certificated obtained by contractors for quarry sites, batching plant and DG sets and submitted to PIU	Contractor and PIU Project Consultants	PMU

		• Contractor has to comply all the conditions stipulated in Consent to Operate document. • If contractor purchases the materials from other party, he has to ensure that quarry has obtained the necessary clearance from Maharashtra Pollution Control Board (MPCB) and should take a copy of it and submit in PIU.			
4.4	Stripping, stocking and preservation of topsoil	• The topsoil will be stripped to a specified depth of 150mm, translocate and stored in stockpiles. • The stockpiles will be covered with gunny bags or tarpaulin. It will be ensured by the contractor that the topsoil will not be unnecessarily trafficked either before stripping or when in stockpiles. Such stockpiled topsoil will be returned to cover the disturbed area and cut slopes.	• Topsoil preservation plan prepared and approved by PIU. • Record of topsoil excavated, preserved, and reutilized	Contractor and PIU Project Consultants	PMU
4.5	Soil and water pollution due to storage of fuels, lubricants, construction vehicles and construction wastes	• Fuel and lubricant storage areas shall be designed in such a way that oil may not contaminate soil or water. • The floor of storage area shall be protected by impermeable membrane and covered by roof so that it is not affected by rain. • Oil pumps should be used to take out the oil from the	• Proper storage of fuel and lubricants • Impermeable membrane used in flooring of storage yard to prevent soil and water pollution. • Construction waste disposal records • Waste management plan	Contractor and PIU Project Consultants	PMU

		container and no oil spillage shall take place. • All the construction waste should be disposed properly after end of the day so that it may not create nuisance at site. • Soil and water pollution parameters shall be monitored as per the monitoring plan. • Dispose waste oil and lubricants that have been generated as per provisions of • Hazardous Waste (Management and Handling) Rules, 1989. • Inspect all vehicles daily for fluid leaks before leaving the vehicle staging area, and repair any leaks before the vehicle resumes operation • Strictly prohibit open defecation by workers in nearby areas			
4.6	Siltation of drains/ water bodies due to spillage of construction wastes	• Silt fencing to be provided at construction sites during rain period to prevent sediments from the construction site to enter into the watercourses/ nearby settlements. The number of units of silt fencing to be installed is to be decided by the PIU. • Haul roads on the site and approaches to the watercourse (or drains	• Site fencing • Numbers of Silt traps constructed at site. • Proper drainage system provided at site. • Regular cleaning of drains during rain period	Contractor and PIU Project Consultants	PMU

		leading to watercourses) will be regularly cleaned to prevent the build-up of mud; areas of bare soil will be kept to a practical minimum to reduce silt runoff. • Extraneous construction wastes will be transported to the pre-identified disposal site for safe disposal.			
4.7	Emission from Construction Vehicles, Equipment and Machinery	• The discharge standards promulgated under the Environmental Protection Act will be strictly adhered to. • All vehicles, equipment and machinery used for construction will conform to the relevant Standard. • All vehicles, equipment's and machinery used for construction will be regularly maintained to ensure that pollution emission levels comply with the relevant requirements. • All the construction vehicles shall have Pollution under Control (PUC) certificates to check air pollution.	• PUC available for all vehicles • maintenance record of construction vehicles and equipment	Contractor and PIU Project Consultants	PMU
4.8	Erosion Hazards	• Save topsoil removed during excavation and use to reclaim disturbed areas, as soon as it is possible to do so. • Use dust abatement such as water spraying to minimize windblown erosion.	• Slope stability • Frequent monitoring during the piling operation • Monitoring noise and vibration	Contractor and PIU Project Consultants	PMU

		• Provide temporary stabilization of disturbed/excavated areas that are not active under construction. • Apply erosion controls (e.g., silt traps) along the drainage leading to the water drains. Maintain vegetative cover within unused land to prevent erosion and periodically monitor the area to assess erosion. • Clean and maintain catch basins, drainage ditches and culverts regularly. • Conduct routine site inspection to assess the effectiveness and the maintenance requirements for erosion and sediment control systems			
4.9	Cut and fill (soil erosion and dust pollution)	• The Contractor should check the soil stability and to avoid highly erodible soils (if any) and also the slope stability. • Appropriate compaction will have to be conducted in arresting the loose soil that will occur during trenching and piling works, which may lead to erosion. • Appropriate PPEs (as per Material Safety Data Sheet (MSDS)) have to be provided by the contractor to the workers/ labours who are involved in the use of chemical stabilizers.	• Slope stability	Contractor and PIU Project Consultants	PMU

4.10	Pilling Operation (Noise and Vibration Impacts)	• The Contractor should perform construction activities in a phased manner especially during drilling the piles, which may disturb the surrounding area due to vibration	• Frequent monitoring (noise and vibration) during the piling operation	Contractor and PIU Project Consultants	PMU
4.11	Generation of Dust	• The contractor will take every precaution to reduce the levels of dust at construction sites. • All earth works to be protected/ covered in a manner acceptable to the satisfaction of the PIU to minimize dust generation. • Clearance will be implemented immediately by manual sweeping and removal of debris, or if so directed by the PIU, the road surfaces will be hosed or watered using necessary equipment. • Construction site shall regularly be wetted by sprinkling of water during dusty conditions especially during summer seasons and winds. • Ambient Air Quality monitoring has to be performed as per the Environmental Monitoring Program	• records of housekeeping g • records of water sprinkling at site • vehicles carrying excavated soil covered. • AAQ parameters (Particulate matter (PM10 & PM2.5), SOx, NOx, CO) to be monitored	Contractor and PIU Project Consultants	PMU

4.11	Noise from construction activities and equipment	• The Contractor will ensure appropriate noise monitoring carried out continuously during piling works. • Prior to piling works the contractor should inform surrounding areas as well and it will be prohibited at night. Specify the limit for noise for the piling works. • Maintenance of vehicles, equipment and machinery will be regular and to the satisfaction of the PIU, to keep noise from these at a minimum. • All vehicles and equipment used for construction will be fitted with exhaust silencers. During routine servicing operations, the effectiveness of exhaust silencers will be checked and if found to be defective will be replaced. • Noise limits for construction equipment used in this project (measured at one metre from the edge of the equipment in free field) such as compactors, rollers, front loaders, concrete mixers, cranes (movable), vibrators and saws will not exceed 75 dB (A). • Notwithstanding any other conditions of contract, noise level from any item of plant(s) will comply with the noise standards specified by CPCB.	• maintenance record of construction vehicles and equipment • exhaust silencers working properly. • use of proper PPEs as work sites • records of noise monitoring as per EMP	Contractor and PIU Project Consultants	PMU
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		• If specific noise complaints are received during construction, the Contractor may be required to implement one or more of the following noise mitigation measures, as directed by the PIU: • Shut off idling equipment. • Reschedule construction operations to avoid periods of noise annoyance identified in the complaint. • Notify nearby residents whenever extremely noisy work will be occurring. • The Contractor shall provide necessary PPEs as per the direction of the environmental specialist (PIU) • The Contractor shall adopt IS 5121-1969 (Indian standard Safety Code for Piling and Other Deep Foundation Works) to ensure safety is maintained during the piling operations. • Ambient Noise levels has to be monitored as per the Environmental Monitoring Program			
4.12	Impacts on flora and fauna	• Strictly instruct workers not to cut trees for fuel wood. • Do not harm existing vegetation in the area except for those indicated in site plan. • Limit activities within the work area.	• Baseline information of the flora and fauna for the project area	Contractor and PIU Project Consultants	PMU

		• Strictly prohibit poaching of birds and animals in the vicinity of work sites			
4.13	Material Handling at Site	• All workers employed on mixing asphaltic material, cement, 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. • Workers engaged in stone breaking activities will be provided with protective goggles and clothing and will be seated at sufficiently safe intervals.	• use of proper PPEs as work sites • records of PPEs procured and issued for use	Contractor and PIU Project Consultants	PMU
4.14	Disposal of Construction Waste /Debris/Cut Material	• The waste generated will be reused in the construction activities, either as a fill material or otherwise, based on its suitability of reuse to the maximum extent possible. • Safe disposal of the extraneous material will be ensured in the pre-identified disposal locations. In no case, any construction waste will be disposed around the project locations indiscriminately. • Burning of municipal solid waste or hazardous waste will be prohibited.	• records of excavated soil and other materials • records of reuse and disposal of excavated soil • disposal site identified and approved. • AAQ parameters (Particulate matter (PM10 & PM2.5), SOx, NOx, CO) to be monitored	Contractor and PIU Project Consultants	PMU

4.15	Safety Measures during Construction	• Personal Protective Equipment (PPE) for workers on the project and adequate safety measures for workers during handling of materials at site will be taken up. • The contractor has to comply with all regulations regarding safe scaffolding, ladders, working platforms, gangway, stairwells, excavations, trenches and safe means of entry and egress. • Appropriate safety measures have to be adopted for the construction during the night time (Lux level shall be equivalent to a minimum of two 500-watt flood lights)	• use of PPEs • records of PPEs procured and issued for use. • Compliance of all regulations regarding scaffolding, ladders, and work at height	Contractor and PIU Project Consultants	PMU
4.16	Risk caused by Force Majeure	• All reasonable precaution will be taken to prevent danger of the workers and the public from fire, flood, drowning, etc. • All necessary steps will be taken for prompt first aid treatment of all injuries likely to be sustained during the course of work.	• records of aid at of to first facilities site • records safety training workers	Contractor and PIU Project Consultants	PMU
4.17	Malaria Risk	• The Contractor will, at his own expense, conform to all antimalarial instructions given to him by the PIU; mosquito prevention at site should be done. • The frequency of the testing for malaria should be increased during the monsoon season	• records of use of mosquito prevention measures at site and work camps anti-malaria instructions to workers	Contractor and PIU Project Consultants	PMU

4.18	Clearing of Construction Camps & Restoration	• Contractor to prepare site restoration plans for approval by the PIU. 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 should be removed, 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 PIU.	• restoration plan for site and work camps prepared. • restoration of site and work camps as per plan	Contractor and PIU Project Consultants	PMU
4.19	Influx of migrant workers	• Local labourer's to be given preference for job opportunities and each contractor should be bound by this commitment. • The Contractor has to adopt a Code of Conduct for the migrant labour to resolve any issues with locals. • Ensure labour-related regulations are met. • In case of hiring outside labour, ensure that their working conditions as well as camps meet local regulations and the best practices of the industry • (refer to IFC Workers' Accommodation: Processes and Standards)	• Health and safety risks • Chances of spread of sexually transmittable diseases like AIDS. • Water pollution • Health & Safety Risks due to Transmittable diseases (HIV/AID and COVID19)/ awareness plan	Contractor and PIU Project Consultants	PMU

Environmental Management Plan for Operation and Maintenance: Table-2

Sl. no	Environmental Issues	Mitigation Measures	Indicators and Targets	Responsibility for implementation	Responsibility for Supervision
1.	Operation and Maintenance Impacts				
1.1	Solid waste (debris, excavated soils, etc.)	• Re-establish the original grade and drainage pattern to the extent practicable. • Restore access roads, staging areas, and temporary work areas. • Remove all tools, equipment, barricades, signs, surplus materials, debris, and rubbish. Demolish buildings/structures not required for O&M. Dispose in designated disposal sites. • Request in writing from PIU that construction zones have been restored.	• Pre-existing condition	PIU Project Consultants	PMU
1.2	Rainwater Harvesting Pit management	• Regular inspection and cleaning of catchment, gutters, filters, and tanks reduce the likelihood of contamination. • Water from other sources should not be mixed with that in the tank. • Storm water drains will be maintained periodically to maintain free flow of storm water without any obstacles	• Monitoring plan during project operation	PIU Project Consultants	PMU

1.4	Management of the STP	• CPCs will carry out regular maintenance of the STP to prevent any impacts, including pollution of groundwater and nearby water courses. • It is the sole responsibility of the CPCs that the treated sewage water disposed (as per PART A Schedule VI of the Environmental Protection Rules 1986) for green belt development/ avenue plantation should not pollute the soil/ groundwater/ adjacent canals/ lakes/ ponds, etc. • The treated water will be used for irrigation purpose (within the premises) • Any sludge after anaerobic treatment and drying will be disposed of with the municipal solid waste (organic waste). The treated sludge shall be as per compost quality standard given in the • Solid waste management rules 2006 (schedule II A, standards for composting). • Workers who interact with any sludge will be provided all appropriate PPE's including gloves, safety shoes, protective eyewear and masks	• Proper sanitation and solid waste management	PIU Project Consultants	PMU
1.5	Laboratory Waste Management (Chemical waste and Biohazard waste)	• Keep inventories up to date with thorough record-keeping. • Make substitutions for chemicals whenever possible. • Try to avoid purchasing chemical materials in bulk quantities. • Recycle as many agents as possible – some common examples of laboratory materials that can be distilled, filtered, or recycled include xylene, formalin, and ethyl alcohol. • Reduce the size and number of the containers.	• Laboratory Waste Management Plan	PIU Project Consultants	PMU

		• Manage all chemicals as if they were hazardous to ensure there is no possibility of contamination. • Make sure storing all hazardous waste in the appropriate storage containers. • Confirm that each container holding hazardous laboratory waste is appropriately labelled with the correct details for what's inside. • Regularly train laboratory technicians and staffs in safety procedures for adding waste to and removing from storage containers.			
1.6	Unhygienic condition due to poor maintenance of sanitation facilities and irregular solid waste collection	• CPCs will carry out maintenance of the sewer system (including the pipeline, collection system etc.), and carry out the regular collection of wastes, and will also ensure that Sanitation improvements proposed do not result in pollution of groundwater. • Municipal solid waste will be segregated as organic waste and inorganic waste; accordingly, it will be handled in the ULB's disposal and treatment area. • The transfer of waste will also ensure no spillage and all wastes will be transported to a designated solid waste treatment site.	• Proper sanitation and solid waste management	PIU Project Consultants	PMU
1.7	Firefighting/ Emergency preparedness	• Firefighting equipment including fire extinguishers and sand buckets has to be annually maintained. Fire extinguishers have to be checked regularly for the expiry date and has to be refilled or replaced accordingly. Wet sand (if any) in the bucket should be replaced with dry sand. • Fire mock drills should be conducted as a part of emergency preparedness to create awareness among the staffs	• Fire extinguisher expiry date • Emergency preparedness plan • Training records	PIU Project Consultants	PMU

1.8	Occupational Safety and Health (OHS) - Operations of laboratories and nursery facilities	• Capacity building to the laboratory technicians, workers and staff involved with the project on each CPC on international standards of environment, health and safety, inspection, diagnostics, and certification document management. • CPCs, should adopt the following management measure to improve workplace safety. • Provide regular safety training for CPC operation manager/ quality control manager (nodal officer) and laboratory technicians/ staffs. • Lead by example and demonstrate safe work habits. • Regularly check that laboratory technicians/ staffs are following ICAR-NRC safety procedures. • Regularly check the laboratory technicians/ staffs are correctly using the protective equipment's and devices provided. • Encourage laboratory technicians/ staffs to report illness and injuries immediately. • Encourage laboratory technicians/ staffs to report potential hazards. • Keep workplace health and safety programs current. • Stay aware of workplace hazards and how to handle them. • Response promptly to all health and safety concerns	• Dress Code for workers • Use of proper PPEs as work sites • Records of PPEs procured and issued for use	PIU Project Consultants	PMU
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Pre-construction & Construction Stage Environmental Monitoring Plan: Table-3

Monitoring field	Monitoring location	Monitoring parameters	Frequency	Responsibility
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Construction disturbances, nuisances, public and worker safety	Construction site	• Implementation of construction stage EMP including dust control, noise control, traffic management, and safety measures. • Site inspection checklist to review implementation is appended at Appendix 4	Weekly during construction	Contractor under the supervision of PIU
Ambient air quality	<u>Pre-Construction Stage</u>: one sample at construction site <u>Construction stage</u>: two samples at construction site Sampling method: At the work sites during preconstruction stage and 50 m downwind direction near the work sites during the construction stage	• PM10, PM2.5 NO2, SO2 and CO	• Once before start of Construction (preconstruction) • Quarterly monitoring (except monsoon season) during construction activity.	Contractor under the supervision of PIU (sampling locations shall be identified by the PIU). The PIU shall decide the frequency of the monitoring as per the construction schedule.
Ambient noise	Similar to ambient air quality locations and sample size including methodology.	• Day time and night time noise levels	• Once before start of construction (preconstruction) • Quarterly monitoring (except monsoon season) during construction activity.	Contractor under the supervision of PIU (sampling locations shall be identified by the PIU). The PIU, shall decide the frequency of the monitoring as per the construction schedule

Groundwater quality	<u>Pre-Construction Stage</u>: one sample at construction site <u>Construction stage</u>: two sample at construction site	pH, Oil and grease, Cl, F, NO3, TC, FC, Hardness, Turbidity BOD, COD, DO, Ecoli, Total Alkalinity, heavy metals, and pesticides.	- Once before start of construction (preconstruction) - Quarterly monitoring (except monsoon season) during construction activity.	Contractor under the supervision of PIU (sampling location shall be identified by the PIU)
Ambient air quality	<u>Operation Stage</u>: Two samples at CPP site <u>Sampling method</u>: one sampling location should be located at 50 m downwind direction from the CPC site and another sampling location should be located within the premises	PM10, PM2.5 NO2, SO2 and CO	Every 6-month period during operation (for 4 years)	PIU
Ambient noise	Similar to ambient air quality location and sample size and same methodology.	Day time and night time noise levels	Every 6-month period during operation (for 4 years)	PIU
Groundwater quality	<u>Operation Stage</u>: one sample at CPC site	pH, Oil and grease, Cl, F, NO3, TC, FC, Hardness, Turbidity BOD, COD, DO, E-coli, Total Alkalinity ,heavy metals and pesticides.	Every 6- month period during operation (for 4 years)	PIU

Water Quality (STP)	<u>Operation</u> Stage: Two water samples to be collected at (i) Inlet and (ii) outlet from the STP. One sample to be collected at the wastewater from the laboratory.	• Total suspended solids, pH, Oil and grease, Ammoniacal nitrogen, Biochemical Oxygen, Dissolved Oxygen, and Phenolic compounds (as C₆H₅OH)	Every 6- month period during operation (for 4 years)	STP service provider/ third party monitoring under the supervision of PIU (Cost for monitoring should be borne by the STP service provider)
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The complete IEE of the project is available at the link:

<https://www.adb.org/projects/documents/ind-57041-001-iee>

Social Safeguards Requirements

- (i) The contractor will be responsible for dissemination of information and prior information of the construction work to the public through pre-construction public consultation.
- (ii) The contractor himself or deploy his team members and particularly the Social Safeguard Officer to carry out intermittent consultation with community around the construction site for any positive/negative impact.
- (iii) The contractor will support the executing agency in meetings, consultations, and site-level grievance resolution.
- (iv) The Contractor shall maintain access to residences, shops, and social, cultural, religious or any other structures irrespective of the nature and purpose of use during the construction period; by making necessary arrangements like provision of planks with handrails, displaying proper signages, using footbridge with handrails (where required) etc. to avoid any potential adverse impact
- (v) The Contractor will ensure that works are undertaken only on available vacant and unused government land; where no temporary or permanent impact is envisaged.
- (vi) The contractor to appoint or designate a person as a Social / Gender Safeguard Officer at the site for the entire construction period, who will be responsible for implementing and monitoring social safeguards issues and ensuring that they are addressed in a timely and appropriate manner.
- (vii) The Contractor shall ensure that all workers are informed about the Code of Conduct (CoC), including provisions related to respectful behavior, prohibition of discrimination, harassment, child labour, forced labour, and Gender-Based Violence (GBV)/Sexual Exploitation and Abuse/Sexual Harassment (SEA/SH). The Contractor shall maintain signed records of acknowledgement by all workers and subcontractors.
- (viii) The contractor will prepare a work plan and get it approved by the Principal Scientist, including the vehicle movement plan, the waste management plan and the different phases of construction works.
- (ix) The contractor will put up a “grievance box” at the site for anyone to put up complaints in connection to any negative impact due to the construction works. Contractor will maintain a grievance register at the site to record all types of grievances received from the complainant and also assist them in lodging any complaint clearly mentioning the name and contact details, date and time of complaint, nature of the complaint, mode of complaint (written, telephonic etc.) and redress them within 10 days of receipt of any such complaint. In a situation where the complaint can't be addressed by him, he will have to inform/report the PIU/PMU, involving them in resolving the same.
- (x) Contractor will be responsible for timely escalation and reporting on status of grievances, documentation of pre-construction and post-construction status of sites and alignments, documentation of avoided impacts during construction, if any and documentation of unanticipated impacts, if any and alerting the PIU/PMU regarding such impacts, apart from managing and maintaining all the relevant safeguards documents.
- (xi) The Contractor shall ensure separate and adequate sanitation facilities, drinking water, rest areas, and changing facilities for male and female workers at the construction site and labour camps, where applicable.

- (xii) The contractor with support of PIU will conduct monthly GRC meetings for the addressal of unresolved complaints. The contractor to maintain all safeguards documents in relation to the activities being taken up this cluster. The documents include, grievance register, grievance formats, and so on.
- (xiii) The Contractor shall maintain a register of stakeholder consultations, public interactions, grievances, corrective actions taken, and community feedback received during the construction period, and submit the same as part of the monthly safeguards monitoring report.
- (xiv) The contractor to ensure involving any individual at the worksite, irrespective of their caste, class and gender.
- (xv) The contractor will ensure no trespassing/entry for anyone, particularly children at the construction site without permission.
- (xvi) The Contractor shall provide advance notification to nearby residents, institutions, commercial establishments, and other affected stakeholders regarding temporary disruptions such as road diversions, utility interruptions, movement of heavy vehicles, high-noise activities, or any other construction-related inconvenience.
- (xvii) The Contractor shall ensure that no child labour (below the legally permissible age) or forced labour is engaged directly or indirectly through subcontractors, suppliers, or labour agencies during the project implementation period.
- (xviii) The contractor to inform and report to PIU/PMU of any chance findings while the construction work is being carried out that may be of religious, cultural and heritage importance that needs to be protected and preserved.

Drawings

Attached Separately

Personnel Requirements

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

Sl. No	Key Personnel	Number	Period of Deployment
1.	Construction Manager - General qualifications. BE/B. Tech (Civil) having certification/ sPG Diploma in Contract/ Construction Management. - Total work experience. Demonstrate 10 years in a similar position. - Experience in similar work. Demonstrate 7 years in similar work or comparable projects - Experience with International Organizations or in externally aided projects	1	Intermittent. Based on the project requirements and in alignment with the construction and design schedule proposed by the Contractor
2	Structural Engineer / Structural Designer - BE/B.Tech in Civil Engineering with M.Tech/PG Degree in Structural Engineering or equivalent. - Demonstrate 10 years of professional experience in structural design and engineering. - Demonstrate 7 years of experience in structural design of institutional, commercial, public, or infrastructure projects, including preparation and review of structural drawings and design calculations. - Experience with International Organizations or in externally aided projects. Experience in ADB, World Bank, JICA, or other externally aided projects will be preferred.	1	
3	Architect - Bachelor's Degree in Architecture (B.Arch.) from a recognized university and registered with the Council of Architecture (CoA), India. - Demonstrate 10 years of professional experience in architectural planning and design. - Demonstrate 7 years of experience in architectural design, preparation of working/GFC drawings, coordination with structural and MEP disciplines, statutory approvals, and supervision of institutional, commercial, or public building projects. - Experience with International Organizations or in externally aided projects. Experience in ADB, World Bank, JICA, or other externally aided projects will be preferred.	1	
4	Site Engineer – Civil - General qualifications. BE/B. Tech (Civil) - Total work experience. Demonstrate 7 years in a similar position. - Experience in similar work. Demonstrate 5 years in similar work or comparable projects	1	

	• Experience with International Organizations or in externally aided projects		
5	Site Engineer – Electrical/ Mechanical • General qualifications. BE/ B. Tech (Elect/Mechanical). • Total work experience. Demonstrate 7 years in a similar position. • Experience in similar work. Demonstrate 5 years in similar work or comparable projects • Experience with International Organizations or in externally aided projects	1	
6	MEP Engineer (Mechanical, Electrical & Plumbing) • BE/B.Tech in Mechanical or Electrical Engineering with relevant specialization in MEP systems. • Demonstrate 10 years of professional experience in MEP engineering. • Demonstrate 7 years of experience in the design, coordination, and supervision of Mechanical, Electrical, Plumbing, Fire Fighting, HVAC, and associated building services for institutional or public infrastructure projects. • Experience with International Organizations or in externally aided projects. Experience in ADB, World Bank, JICA, or other externally aided projects will be preferred.	1	
7	Quality Assurance/Quality Control (QA/QC) Engineer • BE/B.Tech in Civil Engineering with certification/training in Quality Management, QA/QC, or ISO Quality Systems. • Demonstrate 10 years of professional experience in construction quality assurance and quality control. • Demonstrate 7 years of experience in quality management, material testing, inspection, compliance monitoring, and implementation of QA/QC procedures for building or infrastructure projects. • Experience with International Organizations or in externally aided projects. Experience in ADB, World Bank, JICA, or other externally aided projects will be preferred.	1	
8	Environment, Health & Safety Manager • Bachelor's degree in the fields of environment, economics, engineering, social science, policy, and other related disciplines, preferably with advance training on EHS. • Demonstrate 10 years in a similar position. • Demonstrate 5 years in similar work or comparable projects • Experience with International Organizations or in externally aided projects	1	
9	Gender & Social Safeguards Specialist • Master's Degree in Social Sciences, Sociology, Social Work, Gender Studies, Development Studies, or a related discipline.	1	

	• Demonstrate 10 years of professional experience in social development, gender mainstreaming, and safeguard implementation. • Demonstrate 7 years of experience in conducting social impact assessments, preparing and implementing Gender Action Plans (GAP), stakeholder consultations, community engagement, and monitoring social safeguard compliance in infrastructure or development projects. • Experience with International Organizations or in externally aided projects. Experience in ADB, World Bank, JICA, or other externally aided projects, including compliance with environmental and social safeguard frameworks, will be preferred.		
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Equipment Requirements

Using Form EQU in Section 4 (Bidding Forms), the Bidder must demonstrate that it has the key equipment listed below: **The Contractor needs to have necessary construction, MEP and erection equipment for structure as per requirements.**

Sl. No.	Indicative Equipment	Numbers
1.	Excavator cum loader (JCB 3D model or equivalent).	2
2.	DG set of minimum capacity 62.5 KVA.	2
4.	Mini batching plant (6 cum./hr.).	1
5.	Transit mixers.	As per requirement
6.	Concrete pump	1
7.	Needle Vibrators.	6
8.	Screed leveler.	2
9.	Plate Vibrator	1
10.	Automatic Ring making machine (Reinforcement)	1
11.	Dumper/Tipper	As per requirement
12.	Reinforcement bending machine.	2
13.	Reinforcement cutting machine.	2
14.	Power driven earth rammer (Soil compactor).	1
15.	Total survey station.	1
16.	Water tanker (Minimum capacity of 5000 liters)	2
17.	Welding machine 400 Ampere	1
18.	Screener for coarse sand and fine sand	2
19.	Centrifugal mono block water pump minimum capacity 2 HP	2
22.	Road roller / Vibratory roller 8 to 10 tonnes	1
21.	Drilling machine	1 Nos.
22.	Steel Shuttering with necessary tubular pipe props	1000 sq.mt.
23.	Floor grinding/polishing machines	1 Nos.
24.	Granite cutting machine	1 Nos.
25.	Ceramic tile cutting machine	2 Nos.
26.	Granite polishing machine	1 Nos.
27.	Granite hand polishing machine	2 Nos.
28.	Vacuum dewatering machine for concrete	2
29.	Good quality Camera and handycam for taking photographs and video recording of major activities for record purpose and for quality assurance	1 each
36.	Any other machinery required for completion of the work as per decision of Principal Scientist.	As per Actual Requirement

Note:

1. Workshop facilities for fabrication/addition and alterations, and other allied works shall be arranged by the contractor at his own cost.
2. The list of equipment/T&P/machinery as per above is for general guidance. In addition to these, machinery / equipment as required shall be arranged by the contractor in case the requirement at any stage exceeds as per the Programme finalized at his own cost and nothing extra whatsoever on this account shall be paid. This includes equipment for arrangement of concrete from RMC producing plants also.
3. All the equipment, T&P and machinery shall be kept in good working conditions.
4. Equipment like batching plants, concrete pump excavators/Transit mixer etc. shall be allowed to be moved away from the site when, the same are no longer required at site of work.
5. In addition to above list, contractor is bound to brought at site any test equipment for any item of work, at his own cost. Nothing extra shall be paid to contractor in this regard. Direction of Principal Scientist in this regard shall be final & binding.
6. If contractor fails to comply such directions within time specified, the same shall be brought to site by Principal Scientist by any means at cost of contractor itself and nothing shall be paid in this regard.

Testing Materials and Quality Assurance

1. The contractor shall ensure quality construction in a planned and time-bound manner. Any sub-standard material/work beyond set out tolerance limit shall be summarily rejected.
2. The contractor shall ensure quality control measures on different aspects of construction including materials, workmanship and correct construction methodologies to be adopted. He shall have to submit quality assurance programme within two weeks of the award of work. The quality assurance programme should include a statement method for various items of work to be executed along with check lists to enforce quality control.
3. Contractor shall be required to submit detailed method statement for all activities associated with the execution and completion of the work. Such method statement should contain all required details like checklists for pre, post and during execution of the activity/item of work, details of testing methodology, frequency, relevant testing standards as defined in the contract of the items involved in the activity. Principal Scientist reserves the right to direct any amendment/modification in the submitted method statement and contractor shall be bound to submit the amended/modified method statement as directed by Principal Scientist, after which only contractor shall be allowed to take up such activity. Contractor shall be required to get inspected any activity to be executed on a day from the Principal Scientist or his authorized representatives and get signed the checklist as per the method statement, after which only the activity on that particular day shall be allowed to start. Contractor shall be fully responsible for all contractual implications, for any delay caused, if any, on account of delay in submission of such method statement or modified method statement or checklists. Nothing extra, whatsoever, shall be paid on this account and his quoted amount shall be deemed to be inclusive of all such activities.
4. The contractor shall prepare all the needed shop drawings well in advance at his risk and cost deemed to be included in the overall quoted cost and get them approved before placing the order and execution of the item
5. Contractor shall prepare and submit shop drawings for approval before taking up different activities. Contractor shall be required to make modifications as may be directed and shall resubmit modified shop drawings. Contractor shall not be allowed to execute the related items without approval of such shop drawings and he shall be fully responsible for all contractual implications, for any delay caused, if any, on account of delay in submission of such shop drawings or modified shop drawings. Nothing extra, whatsoever, shall be paid on this account and his quoted amount shall be deemed to be inclusive of all such activities.
6. Shop drawings shall be submitted for approval four weeks in advance of planned delivery and installation. No claims for extension of time shall be entertained because of any delay in the work due to his failure to produce shop drawings at the right time, in accordance with the approved program.
7. Before taking up the work, the contractor shall also provide integrated drawings for various civil and electrical services showing details of lay out plan including sectional elevations. Contractor shall plan and mobilize his resources as per the integrated drawings and as per the site conditions to facilitate convenient execution, installation as well as maintenance of these services. Nothing extra shall be payable on this account.

8. The contractor shall produce all the materials in advance so that there is sufficient time for testing and approving of the material and clearance of the same before use in work.
9. Materials used on work without prior inspection and testing (where testing is necessary) and without approval are liable to be considered unauthorized, defective and not acceptable. The Principal Scientist shall have full powers to order the removal of any or all of the materials brought to site by contractor which are not in accordance with the contract specifications or do not confirm, in character or quality to the samples approved by the Principal Scientist. In case of default on the part of the contractor in removing rejected materials, the Principal Scientist shall be at liberty to have them removed at the risk and cost of the contractor
10. The contractor shall provide at his own cost, suitable weighing, surveying, levelling and measuring arrangements as may be necessary and directed by Principal Scientist at site for checking. All such equipment shall be got calibrated in advance from laboratory, approved by the Principal Scientist. Nothing extra shall be payable on this account.
11. The contractor shall give performance test of the entire installation(s) as per the specifications & codes in the presence of the Principal Scientist or his authorized representative before the work is finally accepted and nothing extra what-so-ever shall be payable to the contractor for the test
12. Wherever work is specified to be done through specialized agencies, their names shall be got approved well in advance from Principal Scientist. Failure to do so shall not justify delay in execution of work. The contractor should negotiate with concerned specialist agencies and send their names with all required requisite documents, for approval to Principal Scientist within 30 days of issue of letter of award of work
13. All materials obtained shall be got checked by the Principal Scientist or his any authorized supervisory staff on receipt of the same at site before use.
14. The contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of work.
15. Samples of various materials required for testing shall be provided free of charge by the contractor. Testing charges, if any, shall be borne by the contractor. All other expenditure required to be incurred for taking the samples, conveyance, packing etc. shall be borne by the contractor himself.
16. The contractor or his authorized representative shall associate in collection, preparation, forwarding and testing of such samples. In case, he or his authorized representative is not present or does not associate him, the results or such tests and consequences thereon shall be binding on the contractor
17. For certain item, if frequency of tests is not mentioned in the CPWD Specifications, then relevant BIS code shall be followed and tests shall be carried out as per the frequency specified therein
18. If any load testing or special testing is to be done for any sample whose strength is doubtful, the cost of the same shall also be borne by the contractor.
19. Samples of all materials and fittings to be used in the work in respect of brand manufacturer and quality shall be got approved from the Principal Scientist, well in advance of actual execution and shall be preserved till the completion of the work. If a particular brand of material is specified in the item of work in Schedule of Quantity, the same shall be used after getting the same approved from Principal Scientist. Wherever brand / quality of material is not specified in the item of work, the contractor shall submit the

- samples as per approved list of brand names given in the tender document / additional specifications for approval of Principal Scientist. For all other items, materials and fittings of ISI Marked shall be used with the approval of Principal Scientist. Wherever ISI Marked material / fittings are not available, the contractor shall submit samples of materials / fittings manufactured by firms of repute conforming to relevant specifications or IS codes and use the same only after getting the approval.
20. To avoid delay, contractor should submit samples as stated above well in advance so as to give timely orders for procurement. If any material, even though approved by Principal Scientist is found defective or not conforming to specifications shall be replaced / removed by the contractor at his own risk & cost
 21. The contractor shall get the source of all other materials, not specified elsewhere in the document, approved from the Principal Scientist. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Principal Scientist for which tests etc. shall be done by the contractor at his own cost. Similarly, the contractor shall submit brand/ make of various materials not specified in the agreement, to be used for the approval of the Principal Scientist along with samples and once approved, he shall stick to it
 22. The contractor shall get the source of various raw materials namely aggregate, cement, sand, steel, water etc. to be used on the work, approved from the Principal Scientist and trial mixes for controlled concrete shall be done using the approved materials. The contractor shall stick to the approved source unless it is absolutely unavoidable. Any change shall be done with the prior approval of the Principal Scientist for which tests etc. shall be done by the contractor at his own cost.
 23. Similarly, the contractor shall submit brand/make of various materials to be used for the approval of the Principal Scientist along with samples and once approved, he shall stick to it. Any change will have to be got approved from Principal Scientist in advance.
 24. The contractor shall get the water tested with regard to its suitability and conforming to the relevant IS Code. The contractor shall obtain written approval from the Principal Scientist before he proceeds by using the same for execution of work. The water testing charges shall be borne by the contractor. If tube well water is not suitable, the contractor shall arrange Municipal water or from any other source at his own cost and nothing extra shall be paid on this account. The water shall be got tested at frequency specified in latest CPWD Specifications / BIS Code
 25. No concreting shall be done until the mix-design is approved by Principal Scientist. In case of change of source or characteristic properties of the ingredients used in the concrete mix- design during the work, a revised concrete mix-design conducted by laboratory established at site shall be submitted by the contractor as per the direction of the Principal Scientist. Nothing extra shall be paid on this account. No claim for extra time or delay, whatsoever, on this account shall be entertained
 26. The contractor shall submit shop drawings of staging and shuttering arrangement, stone cladding and other works including mock work as desired by Principal Scientist for his approval before execution. The contractor shall also submit bar bending schedule for approval of Principal Scientist before execution.
 27. Before taking up the finishing work such as Flooring, Plastering, sample unit of toilet, room etc., contractor shall prepare full-scale sample for large-scale repetitive items and get approved from Principal Scientist before taking up for execution.

28. Based on the samples approved by the Principal Scientist for various flooring and dado / cladding, materials as specified hereinafter, the contractor shall prepare mockup(s) at site of work as specified under relevant flooring and dado / cladding items, for approval of quality of workmanship and material specified. If the quality of the workmanship and the material is as per the required standards and approved by the Principal Scientist, the mock up shall be allowed as part of the work and measured for payment. Otherwise, it shall be dismantled by the contractor as directed by the Principal Scientist and taken away from the site of the work at his own cost. The mock up(s) so made shall be kept till completion of respective works for reference. Nothing extra shall be payable on this account
29. The contractor shall invariably prepare the samples of finishing items i.e. flooring of different types, external & internal finishing i/c colour scheme of paint, tiles in dado, flooring in platforms & staircase, water supply & sanitary fittings and any other item as per direction of Principal Scientist. The contractor shall proceed with further finishing items only after getting the samples of these items approved in writing from Principal Scientist.
30. Water tanks, taps, sanitary, water supply and drainages pipes, fittings and accessories should conform to the specifications provided in bidding documents, if CPWD Specifications are not available, NBC–2016, IS codes shall be follows. The contractor(s) should engage approved, licensed plumbers for the work and get the materials (fixtures/fittings) tested, by the municipal Body/Corporation authorities wherever required at his own cost. The Contractor(s) shall submit for the approval of the Principal Scientist the name of the plumbing Agency proposed to be engaged by him.
31. All the hidden items such as water supply lines, drainage pipes, conduits, sewers etc. are to be properly tested as per the design conditions submitted before covering.
32. The contractor shall give a performance test of the entire installation(s) as per standing specifications before the work is finally accepted by making his own arrangements for water supply, electricity etc. and nothing extra whatsoever shall be payable to the contractor for the test
33. Door/window frames/shutters and other factory-made materials shall be procured from reputed and approved manufacturers or their authorized dealers. Decision of Principal Scientist in this regard shall be final and binding.

SPECIAL CONDITIONS FOR CEMENT & STEEL

1 SPECIAL CONDITIONS FOR CEMENT

The contractor shall procure 43 grade Ordinary Portland Cement (OPC) conforming to IS:8112/Portland Pozzolana Cement (PPC) [conforming to IS:1489 (Part-I)], as required in the work, from reputed manufacturers of grey cement such as ACC, Ultra tech, Vikram, Shree Cement, Ambuja, Jaypee Cement & J. K. Cement from any other reputed cement Manufacturer having a production capacity not less than one million tonnes per annum. Supply of cement shall be taken in 50 Kg. bags bearing manufacturer's name and ISI marking. Samples of cement arranged by the contractor shall be taken by the Principal Scientist and got tested in accordance with provisions of relevant BIS codes. In case test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected and shall be removed from the site by the contractor at his own cost within a week's time of written order from the Principal Scientist to do so.

IS:456-2000 Code of Practice for Plain and Reinforced Concrete (as amended upto date) shall be followed in regard to Concrete Mix Portion and its production as under:

The concrete mix design shall be done as "Design Mix Concrete" as prescribed in clause-9 of IS: 456 mentioned above.

The cement godown of the capacity to store a minimum of 500 bags of cement shall be constructed by the contractor at the site of work for which no extra payment shall be made. The actual issue and consumption of cement on work shall be regulated and proper accounts maintained. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustments need to be made. Cement brought to site and cement remaining unused after completion of work shall not be removed from site without written permission of the Principal Scientist.

Damaged cement shall be removed from site immediately by the contractor on receipt of notice in writing from the Principal Scientist. If he does not do so within three days of receipt of such notice, the Principal Scientist shall get it removed at the cost of the contractor. Separate cement registers showing the receipt of the OPC and PPC shall be maintained at site. The contractor shall construct separate godowns for storage of OPC & PPC at site and nothing extra on this account shall be payable.

2 SPECIAL CONDITIONS FOR STEEL

The Contractor shall procure IS marked TMT bars of various grades from Primary Steel manufacturers such as SAIL, TATA steel Ltd., RINL, Jindal Steel & Power Ltd., and JSW steel Ltd. Or any other steel manufacturers or their authorized dealers having valid BIS license for IS:1786:2008 (Amendment -1 November 2012)

The contractor shall supply free of charge the steel required for testing including transportation to testing laboratories. **The cost of tests shall be borne by the contractor.**

Reinforcement including authorized spacer bars and overlaps shall be measured in length of different diameters, as actually (not more than as specified in the drawing) used in the work, nearest to a centimeter. Wastage and unauthorized overlaps shall not be measured.

The standard sectional weights referred to as in Table 5.4 under para 5.3.4 in CPWD Specifications for works 2009 Vol. 1 will be considered for conversion of length of various sizes of MS bars, Tor steel bars and TMT bars into standard weight Records of actual sectional weight shall also be kept dia-wise & lot-wise. The average sectional weight for each diameter shall be arrived at from samples from each lot of steel received at site.

Project Signage Requirements

1. The Contractor is responsible for the design, supply, and installation of the project information signage. The signage shall provide relevant information to the public about the project, including the proper designation of the project, the Employer, the Contractor, and the Bank.
2. For this purpose, one or several sign boards shall be installed at the Site as soon as practicable after the Commencement Date and shall remain in place at all times until taking-over of the Works. If sign board(s) is(are) damaged or become(s) unreadable during this period, it shall be promptly replaced by the Contractor at the Contractor's cost.
3. The sign board design shall be submitted by the Contractor to the Project Manager for Review in accordance with Sub-Clause 21.2. Unless otherwise required under the applicable Laws, the sign board design should comply with the following:
 - (a) General
 - The number and locations of sign board(s)
 - (b) Content
 - Borrowing Country's flag and/or logo
 - Project and Contract title
 - Accepted Contract Amount
 - Time for Completion
 - Bank's name and logo (in accordance with Branding Tool Kit – Visual Identity guidelines of the Asian Development Bank and, as the case may be, the other financiers' requirements)
 - Employer's name
 - Contractor's name
 - Engineer's name
 - Complaint handling contact information (email and/or phone number)
 - (c) Design
 - The General layout including sample colors: to be proposed by the Contractor
 - Dimensions: minimum of 2.5 meters X 2.5 meters
 - Font size and type: they should be such as to ensure that the content shall be visible from a distance.
 - Language of the signage: national and/or local language and English
 - Material: the sign board(s) shall be made of a material that shall be weatherproof and appropriate to withstand the whole execution period until taking-over of the Works
4. No other signage is allowed except with the approval of the Project Manager. The Contractor shall not post nor display any sign or item that could provide misleading information about the project. No national symbols or flags other than those of the Country may be displayed without the express approval of the Project Manager.

Contract Management Plan

The Contractor shall prepare the monthly progress report as per the format agreed with NHB and Respective PIU/ CPCs.

Section 7: General Conditions of Contract

The General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein should be a complete document expressing fairly the rights and obligations of both parties. The standard text of the GCC must be retained intact to facilitate its reading and interpretation by Bidders and its review by ADB. Any amendments and additions to the GCC, specific to the contract in hand, should be introduced in Section 8 (Particular Conditions of Contract).

The use of standard conditions of contract for all building and civil works throughout a country will ensure comprehensiveness of coverage, general acceptability of its provisions, savings in cost and time in bid preparation and review, and the development of a solid background of legal case histories.

The form of Conditions of Contract that follows has been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry toward simpler, more straightforward language.

The GCC in this bidding document provides for the usual arrangement where the Contractor constructs the Works in accordance with design provided by the Employer, and also for contracts that include, or wholly comprise, contractor-designed civil, mechanical or electrical works. Section 7 is generally based on the Conditions of Contract of the World Bank's *Standard Bidding Documents for Procurement of Works, Smaller Contracts, December 2012*.

The GCC can be used for lump sum contracts and, with the modifications recommended in the PCC, also for small unit price contracts. Design work by the contractor is also provided for in these Conditions.

For relatively simple contracts, the Short Form of Contract, First Edition, 1999 prepared by the Fédération Internationale des Ingénieurs-Conseils (FIDIC) is recommended to be used.

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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 handwritten, typewritten, 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 Bid, 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 Employer'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 Project Manager 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 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 Contractor 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 firms, all such firms shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such firms to act as the lead firm 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 Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations 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

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 or its representative to inspect the Contractor's site, assets, 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 bid submission and the execution of the Contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer. The Contractor shall provide any documents necessary for the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations and require its employees or agents with knowledge of the Contract to respond to questions from ADB.
- 28.4 ADB's right to inspect the Site and/or the Contractor's accounts and records relating to the performance of the Contract stated in Sub-Clause 28.3 and 74.2(e) shall survive termination and/ or expiration of this Contract.

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

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 nondiscrimination 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

35. Program

- 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.
- 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.
- 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.
- 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.

36. Extension of the Intended Completion Date

- 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.
- 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.

37. Acceleration

- 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.
- 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.

38. Delays Ordered by the Project Manager

- 38.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

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

45. Contract Price

- 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.
- 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.

46. Changes in the Contract Price

- 46.1 In the case of an admeasurement contract:
- (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.
 - (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.
 - (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.
- 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.

47. Variations

- 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.
- 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.
- 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.
- 47.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying 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 GCC 46.1 [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:

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

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 coefficients²⁷ specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

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 the PCC 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

²⁷ 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, for the nonadjustable portion of the payments, is a 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.

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 the PCC 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 the PCC. 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 the PCC 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 the PCC by the date stated in the PCC, 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 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 radioactivity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation, or radioactivity; 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 from 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 sub-paragraphs (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

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

- 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.
- 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.

73. Termination

- 73.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 73.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (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;
 - (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 integrity violations 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 If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, or other integrity violations, including the failure to disclose any required information which constitutes a fraudulent practice, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 73 [Termination] shall apply as if such termination had been made under Sub-Clause 73.2 (i).

74.2 ADB requires Borrowers (including beneficiaries of ADB-financed activities) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees, and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). 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) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard; and
 - (vi) “integrity violation” means any act, as defined under ADB’s Investigation and Enforcement Framework (as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: failure to disclose and manage conflict of interest,²⁸ obstructive practice, violation of debarment, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standards;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers, or manufacturers 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, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (d) will impose enforcement and disclosure actions on a firm or an individual at any time, in accordance with ADB’s Anticorruption Policy and Investigation and Enforcement Framework, including declaring ineligible, either indefinitely or for a stated period of time, to participate²⁹ in activities financed, administered, or supported by ADB or to benefit from a contract financed, administered, or supported by ADB 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
 - (e) will have the right to require that a provision be included in the Bidding Document and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers, contractors, consultants, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees, and personnel, to permit ADB or its representative to inspect the site and their assets, accounts, and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

- 74.3 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities and their respective officers, directors, employees, and personnel, are required to cooperate fully in any investigation when requested by ADB to do so. As determined on a case-by-case basis by ADB, such cooperation is set out in detail in the Investigation and Enforcement Framework (as amended from time to time).
- 74.4 All Bidders, consultants, contractors, and suppliers shall require their officers, directors, employees, personnel, and agents to ensure that, in its contracts with its subconsultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors, and other third parties similarly are required to cooperate fully in any investigation when requested by ADB to do so.
- 74.5 The Contractor undertakes that no fees, gratuities, rebates, gifts, commissions, or other payments, other than those shown in the bid, have been given or received in connection with the procurement process or in the contract execution.³⁰

²⁸ “Conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

²⁹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

³⁰ The undertaking also applies during the period of performance of the contract.

75. Payment upon Termination

- 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.
- 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.

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

- 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,
- (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.
 - (b) if the Contractor has not received sums due it within the 28 days for payment provided for in GCC 50.1 [Payments], the Contractor may immediately issue a 14-day termination notice.

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, incorporated, or registered, 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

Particular Conditions of Contract

A. General

GCC 1.1(d)	The financing institution is Asian Development Bank.
GCC 1.1(r)	The Employer is – For Lot 1, the Employer shall be ICAR-CITH Mukteshwar and ICAR-CISH Lucknow acting jointly. For Lot 2, the Employer shall be NRCP Solapur and CCRI Nagpur acting jointly. For Lot 3, the Employer shall be IIHR Bengaluru. For Lot 4, the Employer shall be CIAH Bikaner. For Lot 5, the Employer shall be ICAR-CISH Malda. NHB facilitated the procurement process on behalf of the Employer(s) but is not a Contracting Party and shall have no payment obligations under the Contract.
GCC 1.1 (r)	For Lots 1 and 2, the two CPC entities identified in PCC GCC 1.1(r) collectively constitute the Employer. Each entity shall sign the Contract Agreement through its duly authorized representative. The Employer entities shall jointly administer the Contract through a jointly nominated Project Manager. Payment obligations shall be discharged by the respective Employer responsible for the site to which the certified work relates. NHB shall not bear any contractual liability after award of the Contract.
GCC 1.1(w)	The Intended Completion Date for the whole of the Works shall be the date after 18 months (540 calendar days) from the date of the Notice to Proceed.
GCC 1.1(cc)	The Project Manager is the person designated by the Employer and notified to the Contractor. For Lots 1 and 2, the Project Manager shall be jointly nominated by the Employer entities and shall act on their behalf for administration of the Contract. For Lots 3, 4 and 5, the Project Manager shall be nominated by the respective Employer.
GCC 1.1(ff)	The Sites are located at: 1. ICAR-Indian Institute of Horticultural Research (IIHR), Hessaraghatta Lake Post, Bengaluru, Karnataka, India – 560089 2. CAR-Central Citrus Research Institute, Amravati Rd, Kachimet, Nagpur, Maharashtra 440033 3. ICAR-Central Institute of Temperate Horticulture, CITH Rd, Mukteshwar, South Gola Range, Uttarakhand 263138 4. ICAR-National Research Centre on Pomegranate, NH-65, Solapur-Pune Highway, PO, Kegaon, Maharashtra 413255 5. ICAR-Central Institute for Subtropical Horticulture, Rehmankhhera, P.O. Kakori, Lucknow - 226101, Uttar Pradesh, India 6. ICAR- Central Institute for Arid Horticulture, Sri Ganganagar Highway, Beechhwal, Bikaner-334 006, Rajasthan 7. ICAR-CISH Krishi Vigyan Kendra Malda, W.B., Madhabnagar, Post- Mokdumpur, PS, Dist, Malda, West Bengal 732103
GCC 1.1(ii)	The Start Date shall be one week after the date of entering into a Contract Agreement under GCC 4.1.
GCC 1.1(mm)	The Works consist of Construction of office building and laboratory at various CPC's

	including site development works. Further details are in Section-6, Employer's Requirements.
New GCC 1.1 (nn)	"Local" means pertaining to, or originating within, the territory of Employer's Country. "Local Labor" means laborers, workers, or employees (whether unskilled, semi-skilled, or skilled) who are legally entitled to work under the laws of the Employer's Country and are ordinarily residents therein. "Local Participation" means the engagement of Local Labor and the implementation of other measures for local job creation and skills development in the performance of the Works, as specified in the Contract
GCC 2.2	Sectional Completions are: Not applicable
GCC 2.3(j)	The following documents also form part of the Contract: None
GCC 3.1	The language of the contract is English. The law that applies to the Contract is the law of India.
GCC 4.2	<i>Add Subclause 4.2</i> Any modification or variation of the terms and conditions of this Contract may only be made by written agreement between the Parties.
GCC 11.1	The Project Manager i.e. The appointed person from its respective PIU/ CPCs form may delegate any of his duties and responsibilities.
GCC 13.2	<i>Add Subclause 13.2</i> Any change in duly approved Subcontractors shall only be made upon written consent of the Project Manager, and such change shall not entail any additional cost or extension of time to complete the Works
GCC 14.1	Schedule of other contractors: Not applicable
GCC 19.1	The minimum insurance amounts and deductibles shall be - for loss or damage to the Works, Plant and Materials: equal to the contract value and the materials as per the contract price. Deductible Indian Rupees (INR) 1,000,000. - for loss or damage to Equipment: INR 10 million. Deductible INR 500,000. - for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract INR 20 million. Deductible INR 500,000. - for personal injury or death: INR 5 million. Deductible INR 500,000.
GCC 20.1	Site Investigation Reports are: Not applicable
New GCC 21.2	"The Contractor shall prepare the sign board design in accordance with the Works' Requirements. The sign board design shall be submitted to the Project Manager for Review. No physical Works shall commence on Site until the Project Manager has given (or is deemed to have given) a Notice of No-objection to the sign board design and until the sign board(s) have been properly installed in the agreed-upon location(s) at the Site."
GCC 23.1	The following shall be designed by the Contractor: The Contractor shall be responsible for the preparation of all designs and drawings related to the assignment, including the Good for Construction (GFC) drawings for the building and associated site development works, as well as obtaining the necessary approvals from NHB/ ICAR.
New GCC 24.2	"The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel and to provide a safe work environment.

	The Contractor shall conduct health and safety programs for workers employed under the project and shall include information on the trafficking of women and the risk of sexually transmitted diseases, including HIV/AIDs in such programs."
New GCC 24.3	"The Contractor is responsible for providing site workers with safe and healthy working conditions and establish an operating system to prevent accidents, injuries, and disease. This includes the establishment of preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities."
GCC 26.1	The Site Possession Date(s) shall be: The date of entering into a Contract Agreement under GCC 4.1
GCC: 26.2	<i>Add Subclause 26.2</i> The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site, including any additional facilities outside the Site required for purposes of completing the Works.
GCC 29.1	Appointing Authority for the Adjudicator: Chairman, Institution of Engineers India, from its respective region Local Centre.
GCC 30.3	The Adjudicator shall be paid: Daily Fee INR 12,000/- per day; The reimbursable expenses are: 1. Lodging: As per actual but not exceeding INR 8,000/- per night excluding taxes 2. Transport : a) Transport is allowed by air economy class or by rail AC first class or by AC taxi or by Bus (AC or Non AC). b) Local conveyance for airport/railway station/bus stop from residence and vice versa without production of bill maximum up to INR 1000/- per one side journey. The expenses of the Adjudicator shall be borne equally by the contractor and employer. However payment to the Adjudicator shall be released by the Employer. 50% of the same will be charged to the contractor by the employer along with the bills.
GCC 30.4	Institution whose arbitration procedures shall be used: <i>[select from below]</i> (a) Contracts with foreign contractors: International arbitration shall be conducted in accordance with the rules of Singapore International Arbitration Centre (SIAC). If no rules have been specified, then Rules of the Singapore International Arbitration Centre (SIAC) shall apply. Arbitration shall be administered by SIAC. The place of arbitration shall be: the place of the institution administering the arbitration. (b) Contracts with domestic contractors: Arbitration shall be conducted in accordance with the laws of the Employer's country.
GCC 34.1	The following is added after the last paragraph: The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, Indigenous Peoples, and/or ethnic minorities, migrant workers, and children (of working age in accordance with Sub-Clause 32.1 <i>[Child Labor]</i>).
GCC 34.2	The following sentence shall apply:

	Respectful Work Environment The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified. The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and Subcontractors who have attended and completed such training programs and provide such records to the Employer or the Project Manager at their first written request.
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B. Time Control

GCC 35.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.
GCC 35.3	The period between Program updates is mentioned in Section 6. Non-submission of such programme or submission of incomplete programme without all required details of manpower T&P etc., shall attract the recoveries @ Rs.5000/- (Rupees Five Thousand only) per day of delay.

C. Quality Control

New GCC 41.2	"In addition to the foregoing, the Contractor shall provide the Project Manager with a written notice of any unanticipated environmental or resettlement risks or impacts that arise during construction, implementation or operation of the Plant or Permanent Works, which were not considered in the initial environmental examination, the environmental management plan or the resettlement plans.
GCC 43.1	The Defects Liability Period is: 365 days reckoned from issuance of a Certificate of Completion of the Works.
GCC 44.2	<i>Add Subclause 44.2</i> During the Defect Liability Period, if any part of the Works is required to be removed from its location on Site or removed from the Site entirely in order to remedy a Defect, the Employer may, at their discretion, require the Contractor to provide a temporary replacement for the removed part. The temporary replacement shall be of a similar nature, quality, and functionality as the part being removed. The Contractor shall provide and install the temporary replacement in a timely manner, ensuring minimal disruption to the overall progress of the Works and operational functionality of the Site. The costs associated with providing, installing, and maintaining the temporary replacement shall be borne by the Contractor, unless otherwise agreed upon with the Employer

D. Cost Control

GCC 50.1	<i>Amend Subclause 50.1</i>
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	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 45 days of the date of each certificate and submission by the Contractor of complete documentation supporting its request for payment. 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. For Lots 1 and 2, payments shall be made by the respective Employer responsible for the site to which the certified work relates. For Lots 3, 4 and 5, payments shall be made by the respective Employer. NHB shall not process or make payments under the Contract.
GCC 53.1	The currency of the Employer's country is: Indian rupees (INR)
GCC 54.1	The Contract is not subject to price adjustment.
GCC 55.1	The proportion of payments retained is: 5% from each claim bill subject to limit of 5% of the Accepted Contract Amount.
GCC 56.1	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.
GCC 57.1	Bonus for the whole of the Works: Not applicable
GCC 58.1	10% of the Accepted Contract Amount, excluding the portion of it which is covering the Operation and Maintenance Service and the Provisional Sums, payable in the currencies and shall be paid to the Contractor no later than 30 days of receipt of corresponding unconditional Bank Guarantee and payable in two instalments; i. First instalment of 5% is payable within a week of contract signing based on the request from Contractor and ii. Second instalment of 5% is payable after mobilization by contractor at site, which has to be certified by the engineer. Advance payment is interest free, and contractor has to submit bank guarantee equivalent to 110% of the advance amount. The advance bank payment guarantee shall be in the amount and in the currency of the advance payment. The bank guarantee will be released when the advance payment has been fully set off.
GCC 58.3	Repayment of the Advance Payments shall be: Deductions from Payment Certificates will commence in the first Interim payment certificate. Deductions will be in 5 equal installments
GCC 59.1	a) The Performance Security amount is 10% of the Contract price subject to additional performance security, if any, required due to a seriously unbalanced or front-loaded or abnormally low bid in accordance with ITB 38 and 39. (b) If the institution issuing performance security is located outside the country of the Employer, it shall be counter-guaranteed or encashable by a bank in the Employer's country.
GCC 59.2	Add Subclause 59.2 The Performance Security shall be proportionately increased in the case of approved Variations causing an increase in the Contract Price. The Contractor shall provide for the necessary additional performance security within 14 days from the approval of such Variation.

E. Finishing the Contract

GCC 72.1	The date by which “as built” drawings and Operation and Maintenance Manuals are required is no later than Contractor’s request to the Project Manager for issuance of the Completion certificate for the Works under GCC 69.1 The digitized drawings in 2 sets to be submitted in 2 electronic flash drives and 3 print copies.
GCC 72.2	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 INR 10,000,000.
GCC 73.2(h)	The maximum number of days is: 90 days
GCC 75.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 25%.
New GCC 80	The Contractor is responsible for providing site workers with safe and healthy working conditions and establish an operating system to prevent accidents, injuries, and disease. This includes the establishment of preventive measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities within 25 days from the date of the Letter of Acceptance, the Contractor shall submit a detailed site specific Environmental, Health and Safety Management Plan (EHSMP) for the Employer or Project Manager’s no objection showing how it intends to comply with environmental, health and safety laws and regulations and other specific requirements prescribed in the Contract, addressing the monitoring and mitigation measures set forth in the Initial Environmental Examination (IEE) and the Environmental Management Plan (“EMP”) of the project as well as related Supplementary Information attached in Section 6- Employer’s Requirements. Work shall not commence on the Site until no objection of site-specific EHSMP and environmental monitoring plan (EMoP) has been obtained from the Project Manager or Employer. Such confirmation of objection by the Project Manager or Employer shall not relieve the Contractor of any of his obligations or responsibilities under the Contract. The Contractor is required to provide all personnel on site including Employer’s Personnel and visitors with personal protective equipment in accordance with the Contractor’s site-specific EHSMP. The Contractor should ensure that his Subcontractors comply with the site-specific EHSMP and provide all such necessary equipment to their personnel. The Contractor shall plan, provide, and maintain sufficient budget, personnel, equipment, and materials to effectively implement the approved site-specific EHSMP and EMoP for the duration of the Contract. The Contractor’s obligations under this Clause are continuous and non-delegable. The Contractor shall carry out environmental and occupational health & safety monitoring as specified in the EMoP, EHSMP and IEE, and maintain complete records, including calibration certificates, sampling logs, chain-of-custody forms, and training attendance. The Contractor shall submit monthly EHS reports in the format specified by the Employer, summarizing resource utilization, monitoring results, incidents/near misses, corrective actions, and training conducted. Where unanticipated health and safety hazards, or environmental risks or impacts become apparent during the Contract, the Contractor is required to update the site-specific EHSMP to outline the potential impacts to site works and associated mitigation measures for the Project Manager’s approval. In the event of a significant injury involving medical treatment or hospitalization and fatal accident the Contractor shall notify the Project Manager immediately by verbal communication and submit a formal report as soon as practicable after its occurrence. For all accidents, whether fatal or not, the Contractor shall also notify the appropriate local authorities in accordance with the Laws of the Country. All accidents and incidents, including lost-time injuries and significant environmental events, shall be immediately notified to the Project Manager, followed by a formal report and corrective action plan within 48 hours.

New GCC 81	“The Contractor shall provide the Employer with quarterly reports of its activities, including each of its obligations in Sub-Clauses 2.3, 22, 24, 31, 32, 33, 34, 80, and 82.” For delay in submission of the report or submission of incomplete report without all the details mentioned herein, recovery @ Rs.5000/- (Rupees Five Thousand only) per day of delay subject to maximum of Rs.20,000/- (Indian Rupees Twenty Thousand only) for each report will be recovered from the amount payable to the contractor.
New GCC 82	Add new Clause 82 as: “The Contractor shall comply with all relevant (a) labour laws and regulations applicable to the Contractors personnel, including staff, consultants, contractors, and agents; and (b) workplace health and safety laws.”

Part A – Environmental, Health, and Safety (EHS)

Metrics for Progress Reports

NOTE TO EMPLOYER

The following metrics may be amended to reflect the specifics of the Contract. The Employer shall ensure that the metrics provided are appropriate for the Works and EHS risks and impacts and/or key issues identified in the Environmental, Health, and Safety assessment.

Metrics for regular reporting:

- a. Incidents for Nonconformance
 - (i) Environmental incidents or nonconformance with contract requirements as defined in EMP, including contamination, pollution, or damage to ground or water supplies, air, and soil;
 - (ii) Health and safety incidents, accidents, injuries that require treatment, and all fatalities;
 - (iii) Interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none).
- b. Status of All Permits and Agreements
 - (i) Work permits: number required, number received, and actions taken for those not received;
 - (ii) Status of permits and consents:
 - (a) List areas and facilities with permits required (quarries, asphalt, and batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), and status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, and others).
 - (b) List areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, and dates submitted to resident engineer (or equivalent).
 - (c) Identify and highlight major activities and environmental and health and safety mitigation measures undertaken in each area in the reporting period (such as land clearing, provisioning of temporary access, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation).
 - (d) For quarries: indicate status of relocation and compensation (completed, or details of activities and current status in the reporting period).
 - (e) List parts of the Site for which Notice to commence work and confirmation by the Employer as per Sub-Clause 2.1 [*Right of Access to the Site*] was received by the Contractor and the other parts of the Site for which such Notice is pending.
- c. Compliance³¹
 - (i) Compliance status for conditions of all relevant consents and permits for the Work, including quarries, and others: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

³¹ For projects categorized as Category C for environment for which no EMP has been prepared, item (ii) should be deleted.

- (ii) Compliance status of SSHSMP (as per Sub-Clause 4.8 [*Health and Safety Obligations*] and SSEMP as per Sub-Clause 4.18 [*Protection of the Environment*]): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance; and
- (iii) Other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, and others. Cross-reference other sections as needed.

d. Supervision

- (i) Environmental and Social Supervision
 - (a) Environmental specialist: number of days worked, areas inspected, number of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, and others), highlights of activities and findings (including violations of environmental requirements/best practices, actions taken), and reports to environmental specialist, construction, and site management;
 - (b) Social Specialist and Community liaison person(s): number of days worked (hours community center is open), number of people met, highlights of activities (issues raised, and others), and reports to specialist, construction, and site management.
- (ii) Health and Safety Supervision
 - (a) Health and Safety specialist: number of days worked, number of full and partial inspections, and reports to construction and project management;
 - (b) Number of workers, work hours, metric of personal protection equipment (PPE) use (percentage of workers with full PPE, partial, and others), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, and follow-up actions taken (if any);
 - (c) Number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, work site, clinic, HIV/AIDS center, community centers, and others), highlights of activities (including violations of environmental, health and safety and social requirements observed, actions taken), and reports to health and safety specialist, construction, and site management.

e. Worker Accommodations

- (i) Number of expats housed in accommodations and number of locals;
- (ii) Date of last inspection and highlights of inspection including status of accommodations' compliance with national and local laws and good practice, including sanitation, space, and others; and
- (iii) Actions taken to recommend or require improved conditions, or to improve conditions.

f. Training

- (i) Number of new workers, number receiving induction training, and dates of induction training;
- (ii) Number and dates of toolbox talks, number of workers receiving training related to Environmental, Health, and Safety (EHS);
- (iii) Number and dates of communicable diseases (including sexually transmitted diseases [STDs]) sensitization and/or training, number of workers receiving training (in the reporting period and in the past), and same questions for gender sensitization and flag person training; and
- (iv) Number and date of EHS-related prevention sensitization and/or training events, including number of workers receiving training on EHS Code of Conduct for Contractor's Personnel (in the reporting period and in the past), and others.

g. Grievances

List of EHS-related grievances: grievances from affected communities and Worker grievances as recorded in the Contractor's grievance redress mechanism; traffic, road safety, and vehicles and equipment (health and safety or safeguard or environmental specialist needs to provide these requirements):

- (i) Traffic and road safety incidents and accidents involving project vehicles and equipment: provide date, location, damage, cause, follow-up;
- (ii) Traffic and road safety incidents and accidents involving nonproject vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, and follow-up; and

h. Overall condition of vehicles or equipment (subjective judgment by environmental specialist and social specialist); nonroutine repairs and maintenance needed to improve safety and/or environmental and social performance (to control smoke, and others). Mitigations and Issues (what has been done):

(i) Environmental Mitigations

- (a) Dust: number of working bowsters, number of watering per day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); percentage of rock and spoil lorries with covers, and actions taken for uncovered vehicles;
- (b) Erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, and emergency repairs needed to control erosion or sedimentation;
- (c) Quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental protection—land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, and decommissioning implementation;
- (d) Blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, and others), and incidents of off-site damage or complaints (cross-reference other sections as needed);
- (e) Spill clean-ups, if any: material spilled, location, amount, actions taken, and disposal (report all spills that result in water or soil contamination);
- (f) Waste management: types and quantities generated and managed, including amount taken off-site (and by whom) or reused, recycled, or disposed on-site;
- (g) Details of tree plantings and other mitigations required undertaken in the reporting period;
- (h) Details of water and swamp protection mitigations required undertaken in the reporting period;
- (i) The Contractor shall identify and report on any special or temporary right of way and any additional facility that have temporary and/or permanent impacts on affected persons' assets, access to assets, and/or livelihoods (income sources). It shall put in place corresponding mitigation measures, and implement them;
- (j) Restoration of the environment due to damage caused by the construction activities

(ii) Health and Safety Mitigations

- (a) Occupational Health and Safety (OHS): Implement OHS Plan; provide and enforce PPE use; conduct safety inspections and toolbox talks.
- (b) compliance status of labor management plan and prevention, mitigation, and response measures: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance.
- (c) Establish systems to monitor their own employment practices and the practices of any appointed sub-contractors.
- (d) Workforce Management: Ensure all workers have valid contracts, are registered, and receive induction on EHS code of conduct and grievance mechanism.

- (e) Worker Accommodation and Welfare: Maintain compliant, gender-segregated, and hygienic accommodation with clean water, sanitation, and waste systems.
- (f) Grievance Mechanism: Maintain and publicize Contractor's personnel grievance mechanism and grievance mechanism for the project; ensure anonymity and timely resolution of worker grievances.
- (g) Training and Capacity Building: Conduct training on OHS, labour rights, and respectful workplace behaviour.
- (h) Contractor and Subcontractor Compliance: monitor contractors for compliance with labor, OHS, and welfare standards.
- (i) Child and Forced Labor Prevention: Screen workforce; monitor supply chain; remediate any violations immediately.
- (j) Details of hazard prevention and control mitigations required undertaken in the reporting period.

Section 9: Contract Forms

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

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Letter of Acceptance

[on letterhead paper of the Employer]

[date]

To: [name and address of the contractor]

Subject: Contract No. [please specify]

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 in the equivalent of [amount in words and figures 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 and any additional security required as a result of the evaluation of your bid, 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: Draft Contract

Beneficial Ownership Disclosure Form

NOTE

NOTE TO BIDDERS:

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder.

Contract No. *[please specify]*

To: *[insert complete name of Employer]*

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights

- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]”

Name of the Bidder: *[insert complete name of the Bidder]

Name of the person duly authorized to sign the Bid on behalf of the Bidder: **[insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid: [insert complete title of the person signing the Bid]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Contract Agreement

THIS AGREEMENT made the [date] day of [month], [year], between [insert the name(s) of the Employer applicable to the awarded Lot, as specified below] (hereinafter collectively, where more than one entity is named, “the Employer”³²), 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 “Construction of Office Building and Laboratory at [insert applicable CPC site or sites], Lot [insert Lot number], Package No. CPC-CW02” 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 Contract 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 Contract Agreement shall be interpreted in the following order of priority and shall prevail over all other Contract documents.
 - (a) Letter of Acceptance,
 - (b) Letter of Technical Bid,
 - (c) Letter of Price Bid,
 - (d) Addenda Nos. *[insert addenda number if any]*³³
 - (e) Particular Conditions of Contract, including attachments
 - (f) List of Eligible Countries that was specified in Section 5 of the bidding document,
 - (g) General Conditions of Contract,
 - (h) Specifications,
 - (i) Drawings,
 - (j) Completed Activity Schedules or Bill of Quantities, and
 - (k) Environmental, Health, and Safety Code of Conduct for Contractor’s Personnel;
 - (l) Environmental, Health, and Safety Management Plan (ESMP) and other EHS assessment and management documents *[list the documents here, if applicable]*;
 - (m) any other documents identified in the Particular Conditions of Contract as forming part of the Contract, including, for Lots 1 and 2, the schedule specifying site-wise scope, Accepted Contract Amount, certification arrangements, and payment responsibilities.
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. For a Lot comprising two CPC sites, the payment responsibilities of the respective entities constituting

³² Lot 1: Mukteshwar and Lucknow: ICAR-Central Institute of Temperate Horticulture, Mukteshwar, Uttarakhand, and ICAR-Central Institute for Subtropical Horticulture, Lucknow, Uttar Pradesh, acting jointly
Lot 2: Solapur and Nagpur: ICAR-National Research Centre on Pomegranate, Solapur, Maharashtra, and ICAR-Central Citrus Research Institute, Nagpur, Maharashtra, acting jointly
Lot 3: Bengaluru: ICAR-Indian Institute of Horticultural Research, Bengaluru, Karnataka
Lot 4: Bikaner: ICAR-Central Institute for Arid Horticulture, Bikaner, Rajasthan
Lot 5: Malda: ICAR-Central Institute for Subtropical Horticulture, Regional Station/Krishi Vigyan Kendra, Malda, West Bengal.

WHEREAS NHB conducted the bidding process on behalf of the Employer but is not a party to the Contract.

³³ Information contained in the addenda and or addendum should preferably be included in the contract documents to avoid potential ambiguities during contract implementation. If however, unavoidable priority should be decided depending on the nature of information provided in the addenda/addendum.

the Employer shall be as specified in the Particular Conditions of Contract and the applicable site-wise payment schedule forming part of the Contract.

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

Signed by
for and on behalf of the Employer

in the presence of

Witness, Name, Signature, Address, Date

Signed by
for and on behalf the Contractor

in the presence of

Witness, Name, Signature, Address, Date

Performance Security

[Bank's name and address of issuing branch or office]³⁴

Beneficiary:

Lot 1: ICAR-CITH Mukteshwar and ICAR-CISH Lucknow acting jointly.

Lot 2: NRCP Solapur and CCRI Nagpur acting jointly

For Lot 3, IIHR Bengaluru.

For Lot 4, CIAH Bikaner.

For Lot 5, ICAR-CISH Malda.

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 *[date]* 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 words]³⁵ [amount in figures]* 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 *[date]* day of *[month]*, *[year]*,³⁶ 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 (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.³⁷

.....
[Signature(s) and seal of bank (where appropriate)]

Note to Bidder

³⁴ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

³⁵ 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 in any 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.

³⁶ Insert the date 28 days after the expected defect liability period. 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."

³⁷ Or the employer may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.

If the bank issuing performance security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country.

Advance Payment Security

[Bank's name and address of issuing branch or office]³⁸

Beneficiary: [Name and address of the 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 [date] 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 words]³⁹ [amount in figures] 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 words]⁴⁰ [amount in figures] 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:

- (a) used the advance payment for purposes other than the costs of mobilization and cash flow support in respect of the Works; or
- (b) has failed to repay the advance payment when it has become due and payable in accordance with the conditions of the Contract, specifying the amount payable by the Contractor.

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 [date] day of [month], [year],⁴¹ 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 (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.⁴²

Signature(s) and seal of bank (where appropriate)

Note to Bidder

If the bank issuing advance payment security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country.

³⁸ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

³⁹ 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 any freely convertible currency acceptable to the employer.

⁴⁰ 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 any freely convertible currency acceptable to the employer.

⁴¹ 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."

⁴² Or the employer may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.

Environmental, Health, and Safety Code of Conduct

Environmental, Health, and Safety Code of Conduct for Contractor's Personnel Form

NOTE TO EMPLOYER

The following minimum requirements shall not be modified. The Employer may add additional requirements to address identified issues, informed by relevant environmental, health, and safety assessment.

Delete this Box prior to issuance of the Bidding Document.

NOTE TO BIDDER

The minimum content of the Environmental, Health, and Safety (EHS) Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the EHS Code of Conduct form as part of its bid.

ENVIRONMENTAL, HEALTH, AND SAFETY CODE OF CONDUCT FOR CONTRACTOR'S PERSONNEL

We are the Contractor, [enter name of Contractor]. We have signed a contract with [enter name of Employer] for [enter description of the Works]. These Works will be carried out at [enter the Site and other locations where the Works will be carried out]. Our contract requires us to implement measures to address environmental, health, and safety (EHS) risks related to the Works.

This EHS Code of Conduct is part of our measures to deal with environmental, health, and safety risks related to the Works as contained in the Environmental, Health, and Safety Management Plan (EHSMP) and other relevant project documents. It applies to all our staff, laborers, and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "Contractor's Personnel" and are subject to this EHS Code of Conduct.

This EHS Code of Conduct identifies the behavior that we require from all Contractor's Personnel.

Our workplace is an environment where unsafe, offensive, abusive, or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out its duties competently and diligently;
2. comply with this EHS Code of Conduct and all applicable laws, regulations, and other requirements, including requirements to protect the health, safety, and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment, including by:
 - (a) ensuring that workplaces, machinery, equipment, and processes under each person's control are

- safe and without risk to health;
- (b) wearing required personal protective equipment;
- (c) using appropriate measures relating to chemical, physical, and biological substances and agents;
- and (d) following applicable emergency operating procedures;
- 4. report work situations that it believes are not safe or healthy and remove itself from a work situation that it reasonably believes presents an imminent and serious danger to its life or health;
- 5. treat other people with respect and not discriminate against specific groups such as women, people with disabilities, migrant workers, or children;
- 6. report violations of this EHS Code of Conduct; and
- 7. not retaliate against any person who reports violations of this EHS Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that it believes may represent a violation of this EHS Code of Conduct, or that otherwise concerns it, it should raise the issue promptly. This can be done by calling *[insert number]* to reach the Contractor's hotline (if any) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

CONSEQUENCES OF VIOLATING THE ENVIRONMENTAL, HEALTH, AND SAFETY CODE OF CONDUCT

Any violation of this EHS Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination of the employment and/or engagement contract and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

I have received a copy of this EHS Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this EHS Code of Conduct, I can contact *[enter name of Contractor's contact person(s) with relevant experience]* requesting an explanation.

Name of Contractor's Personnel: *[insert name]*

Signature:

.....
[day month year]:

Date:

Countersignature of authorized representative of the Contractor:

Signature:

.....
[day month year]:

Date:

NOTE TO THE BIDDER

The minimum content of the Environmental, Health, and Safety (EHS) Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.