

Request for Tenders

FOR

**Construction of Approach Road for 400/220/132Kv Substation
at Sonapur including construction of CD works, RCC drain
cum FP, RCC toe wall etc.**

(Package- H1)

**SINGLE STAGE TWO ENVELOPE
(e-Tender)**

UNDER

**ASSAM INTRA-STATE TRANSMISSION SYSTEM ENHANCEMENT PROJECTS
(PHASE I)**

funded by

ASIAN INFRASTRUCTURE INVESTMENT BANK(AIIB)



ASSAM ELECTRICITY GRID CORPORATION LIMITED

The State Transmission Utility of Assam
Regd. Office, Bijulee Bhawan
Paltanbazar, Guwahati - 781001

Preface

This Standard Procurement Document (SPD) for Works has been prepared for the use in contracts financed by Asian Infrastructure Investment Bank (AIIB)

This Standard Procurement Document is applicable to the Procurement of Works funded by AIIB financed projects.

This SPD for provision of Works through national competitive procurement using a Request for Tenders (RFT) method, two (2) envelope process in projects that are financed in whole, or in part, by the AIIB through Investment Project Financing, is to be used when the Employer wishes to evaluate the technical responsiveness and the Tenderers' qualifications before opening the priced Tenders.

This SPD is to be used for the procurement of works of ad measurement (unit price or rate) or lump-sum through national competitive procurement using a Request for Tenders (RFT) method, two-envelope tendering process, in projects that are financed in whole or in part by the AIIB through Investment Project Financing.

This document includes a lump-sum contract. Lump-sum contracts are used in particular for buildings and other forms of construction where the Works are well defined and are unlikely to change in quantity or specification, and where encountering difficult or unforeseen site conditions (for example, hidden foundation problems) is unlikely. Lump-sum contracts should be used for Works that can be defined in their full physical and qualitative characteristics before tenders are called, or where the risks of substantial design variations are minimal, such as bus shelters or school ablution units. In lump-sum contracts, the concept of priced "activity schedules" is used, to enable payments to be made on the basis of percentage completion of each activity.

Standard Procurement Document

Summary

Specific Procurement Notice

Specific Procurement Notice - Request for Tenders (RFT)

The template attached is the Specific Procurement Notice for Request for Tenders method, two-envelope tendering process. This is the template to be used by the Borrower.

Tendering Document: Request for Tenders – Small Works (Two-Envelope Tendering Process)

PART 1 – TENDERING PROCEDURES

Section I - Instructions to Tenderers (ITT)

This Section provides relevant information to help Tenderers prepare their Tenders. It is based on two (2) envelope Tendering process. Information is also provided on the submission, opening, and evaluation of Tenders and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II - Tender Data Sheet (TDS)

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Tenderers.

Section III - Evaluation and Qualification Criteria

This Section specifies the criteria to determine the Most Advantageous Tender. The Most Advantageous Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- (a) substantially responsive to the tendering document, and
- (b) the lowest evaluated cost.

Section IV - Tendering Forms

This Section includes the forms for the Tender submission, Bill of Quantities or Activity Schedules to be completed by the Tenderer and submitted as part of its Tender.

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Fraud and Corruption

This section includes the Fraud and Corruption provisions which apply to this Tendering process.

PART 2 – WORKS REQUIREMENTS

Section VII - Works' Requirements

This Section contains the Specification, the Drawings, and supplementary information that describe the Works to be procured. The Works' Requirements shall also include the environmental, social(including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety (ESHS) requirements to be satisfied by the Contractor in executing the Works.

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions of Contract

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section IX - Particular Conditions of Contract

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Employer.

Section X - Contract Forms

This Section contains the Letter of Acceptance, Contract Agreement and other relevant forms.

**Specific Procurement Notice
Template**

**Request for Tenders
Works**

(Two-Envelope Tendering Process)

Employer: Assam Electricity Grid Corporation Limited

Project: Assam Intra-state Transmission System Enhancement Project

Contract title: Construction of Approach Road for 400/220/132Kv Substation at Sonapur including construction of CD works, RCC drain cum FP, RCC toe wall etc

Country: *India*

Loan No. /Credit No. / Grant No.: *L-0302A*

RFT No: AEGCL/MD/AIIB/PACKAGE-H 1/2023/02-H 1

Issued on: 19.04.2023

1. The Govt of India *has received* financing from the Asian Infrastructure Investment Bank toward the cost of the Assam Intra-state Transmission System Enhancement Project and intends to apply part of the proceeds toward payments under the contract for **Construction of Approach Road for 400/220/132Kv Substation at Sonapur including construction of CD works, RCC drain cum FP, RCC toe wall etc**
2. **Assam Electricity Grid Corporation Limited** now invites sealed Tenders from eligible Tenderers for Construction of Approach Road for 400/220/132Kv Substation at Sonapur including construction of CD works, RCC drain cum FP, RCC toe wall etc
3. Tendering will be conducted through National competitive procurement using Request for Tenders (RFT).
4. Interested eligible Tenderers may obtain further information from **Assam Electricity Grid Corporation Limited, Office of the Chief General Manager (PP&D), Bijulee Bhawan, Paltanbazar, Guwahati (Assam), Pin:781001.**
5. The tendering document in English may be obtained by interested eligible Tenderers from E-tender portal <http://assamtenders.gov.in> and also in official website of AEGCL www.aegcl.co.in. The fee of tender document shall be Rs. 30,000 (Rupees Thirty Thousand). The method of payment will be through NEFT/RTGS/Demand Draft payable to AEGCL.

6. Tenders, both Technical and Financial Parts (Price Tenders), shall be submitted online on the e-procurement system (<https://assamtenders.gov.in>) on or before **30.05.2023**. Late Tenders will be rejected..

The electronic Tender submission portal shall be <http://assamtenders.gov.in>. Detailed guidelines for viewing tenders and submission of online tenders are available in the website <https://assamtenders.gov.in> under the section “**Help for Contractors**”.

The technical as well as Financial (Price) tender should be submitted through online portal only.

First Envelope:

- (i) The Electronic Form/Template of the tender for First Envelope (Technical), as available on the portal, shall be duly filled.
- These Electronic Forms/Templates of one tenderer shall not be viewable by other Tenderers at any stage after opening of First Envelope tenders.
- (ii) The soft copy of the tender consisting of the documents listed in ITT including relevant scanned documents along with scanned copy of evidence of tender security and tender fee shall be uploaded through the portal.

Second Envelope:

- (i) The Electronic Form/Template of the tender for Second Envelope (Price - Part) covering details regarding price tender.
7. All Tenders must be accompanied by a “*Tender Security*” of **₹ 1.5 Crores (Rupees One crore Fifty Lakhs only)** in the in the form of Bank Guarantee/RTGS/DD/FIXED DEPOSIT from any Nationalised Bank/Scheduled Bank in favour of ASSAM ELECTRICITY GRID CORPORATION LIMITED, AEGCL payable at Guwahati, Assam. The tender security in the form of Bank Guarantee or Fixed Deposit shall be valid for a period of 210 days from the last day of tender submission.8.The address referred to above is:

Sri Loknath Choudhury, The Chief General Manager (PP&D)
O/O The Managing Director, Assam Electricity Grid Corporation Ltd
Street Address: Bijulee Bhawan, Paltanbazar

Floor/Room number: First Floor

City: Guwahati, PIN Code: 781001

Country: India, Telephone: +91 361 2739520

Facsimile number: +91 361 2739513

Email Address: pd.aiib@aegcl.co.in, Website: www.aegcl.co.in

Request for Tenders Works (Two-Envelope Tendering Process)

Procurement of:

Construction of Approach Road for 400/220/132Kv Substation at Sonapur including construction of CD works, RCC drain cum FP, RCC toe wall etc

RFT No: AEGCL/MD/AIIB/PACKAGE-H 1/2023/02-H1

Project: Assam Intra-state Transmission System Enhancement Project

Employer: Assam Electricity Grid Corporation Limited

Country: *India*

Issued on: *19.04.2023*

Standard Procurement Document

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PART 1 – Tendering Procedures

Section I - Instructions to Tenderers

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Section I - Instructions to Tenderers

A. General

1. **Scope of Tender**
 - 1.1 In connection with the Specific Procurement Notice – Request for Tenders (RFB), specified in the **Tender Data Sheet (TDS)**, the Employer, as **specified in the TDS**, issues this tendering document for the provision of Works as specified in Section VII, Works’ Requirements. The name, identification, and number of lots (contracts) of this RFB are **specified in the TDS**.
 - 1.2 Throughout this tendering document:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the TDS**, distributed or received through electronic-procurement system used by the Employer) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; (c) “Day” means calendar day, unless otherwise specified as a “Business Day.” A Business Day is any day that is a working day of the Borrower. It excludes the Borrower’s official public holidays;
 - (d) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety; and
 - (e). The word “tender” is synonymous with “Tenders” and “tenderer” with “Tendersder”, and the words “tender documents” with “Tendersding documents”.
2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the TDS** has received or has applied for financing (hereinafter called “funds”) from the Asian Infrastructure Investment Bank (hereinafter called “the Bank”) in an amount **specified in the TDS**, toward the project **named in the TDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this tendering document are issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Prohibited Practices

3.1 The Bank requires compliance with the Bank's Policy on Prohibited Practices as set forth in Section VI.

3.2 In further pursuance of this policy, Tenderers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Tenderers

4.1 A Tenderer may be a firm that is a private entity, or a state-owned enterprise or institution—subject to ITT 4.6—or any combination of them in the form of a joint venture (JV), under an existing agreement, or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Unless **specified in the TDS**, there is no limit on the number of members in a JV.

4.2 A Tenderer shall not have a conflict of interest. All Tenderers found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:

(a) directly or indirectly controls, is controlled by or is

- under common control with another Tenderer; or
- (b) receives or has received any direct or indirect subsidy from another Tenderer; or
 - (c) has the same legal representative as another Tenderer; or
 - (d) has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Employer regarding this Tendering process; or
 - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Tender; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation;
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project **specified in the TDS 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
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender 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 the Bank throughout the procurement process and execution of the contract; or
 - (i) is an affiliate of the Recipient, or of a procurement agent engaged by the Recipient, unless the Recipient demonstrates to the satisfaction of the Bank that there is no significant degree of common ownership, influence or control between the Recipient on the one hand, and

the Recipient's agent and the affiliate on the other.

- 4.3 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative Tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a subcontractor in more than one Tender.
- 4.4 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4.8. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Tenderer that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, tender for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the TDS.
- 4.6 Tenderers that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer or its procuring agency.
- 4.7 A Tenderer shall not be under suspension from Tendering by the Employer as the result of the operation of a Tender-Securing or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with

that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITT 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

4.9 A Tenderer shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment;

(a) relates to fraud or corruption or other prohibited practices; and

(b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Eligible Materials, Equipment and Services

5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Tenderers may be required to provide evidence of the origin of materials, equipment and services.

B. Contents of Tendering Document

6. Sections of Tendering Document

6.1 The tendering document consist of Parts 1, 2, and 3, which include all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 8.

PART 1 Tendering Procedures

- Section I - Instructions to Tenderers (ITT)
- Section II - Tender Data Sheet (TDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Tendering Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

PART 2 Works' Requirements

- Section VII – Works' Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions of Contract
- Section IX - Particular Conditions of Contract
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Tenders (RFT) issued by the Employer is not part of this tendering document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the tendering document, responses to requests for clarification, the minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information and documentation as is required by the tendering document.

7. Clarification of Tendering Document, Site Visit, Pre-Tender Meeting

7.1 A Tenderer requiring any clarification of the tendering document shall contact the Employer in writing at the Employer's address **specified in the TDS** or raise its inquiries during the pre-Tender meeting if provided for in accordance with ITT 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 Tenders within a period **specified in the TDS**. The Employer shall forward copies of its response to all Tenderers who have acquired the tendering document in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so **specified in the TDS**, the Employer shall also promptly publish its response at the web page **identified in the TDS**.

Should the clarification result in changes to the essential elements of the tendering document, the Employer shall amend the tendering document following the procedure under ITT 8 and ITT 22.2.

- 7.2 The Tenderer is advised to visit and examine the Site of works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 7.3 The Tenderer and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Tenderer, 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 If so **specified in the TDS**, the Tenderer's designated representative is invited to attend a pre-Tender meeting and/or a Site of works visit. 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 Tenderer is requested, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-Tender meeting, if applicable, including the text of the questions asked by Tenderers, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the tendering document in accordance with ITT 6.3. If so **specified in the TDS**, the Employer shall also promptly publish the Minutes of the pre-Tender meeting at the web page **identified in the TDS**. Any modification to the tendering document that may become necessary as a result of the pre-Tender meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

8. Amendment of

- 8.1 At any time prior to the deadline for submission of

Tendering Document

Tenders, the Employer may amend the tendering document by issuing addenda.

8.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Employer in accordance with ITT 6.3. The Employer shall also promptly publish the addendum on the Employer’s web page in accordance with ITT 7.1.

8.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

C. Preparation of Tenders

9. Cost of Tendering 9.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Employer shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

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

11. Documents Comprising the Tender 11.1 The Tender shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Tendering process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL TENDER”.

11.2 The **Technical Part** shall contain the following:

- (a) **Letter of Tender – Technical Part**, prepared in accordance with ITT 12;
- (b) **Tender Security or Tender-Securing Declaration**, in

accordance with ITT 19.1;

- (c) **Alternative Tender - Technical Part:** if permissible in accordance with ITT 13, the Technical Part of any Alternative Tender;
- (d) **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3;
- (e) **Tenderer's Eligibility:** documentary evidence in accordance with ITT 17.1 establishing the Tenderer's eligibility to Tender;
- (f) **Qualifications:** documentary evidence in accordance with ITT 17.2 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- (g) **Conformity:** a technical proposal in accordance with ITT 16;
- (h) any other document **required in the TDS.**

11.3 The **Financial Part** shall contain the following:

- (a) **Letter of Tender – Financial Part:** prepared in accordance with ITT 12 and ITT 14;
- (b) **Bill of Quantities or Activity Schedule** completed in accordance with ITT 12 and ITT 14 as specified **in the TDS;**
- (c) **Alternative Tender - Financial Part:** if permissible in accordance with ITT 13, the Financial Part of any Alternative Tender; and
- (d) any other document **required in the TDS.**

11.4 The Technical Part shall not include any information related to the Tender price. Where material financial information related to the Tender price is contained in the Technical Part the Tender shall be declared non-responsive.

11.5 In addition to the requirements under ITT 11.2, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the

proposed Agreement.

- 11.6 The Tenderer shall furnish in the Letter of Tender – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

12. Letters of Tender and Schedules

- 12.1 The Letter of Tender – Technical Part, Letter of Tender – Financial Part and Priced Activity Schedules or Bill of Quantities shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Tenders

- 13.1 Unless otherwise **specified in the TDS**, alternative Tenders shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the tendering document must first price the Employer’s design as described in the tendering 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 Tenderer with the Most Advantageous Tender conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When **specified in the TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be **identified in the TDS** and described in Section VII, Works’ Requirements. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.

14. Tender Prices and Discounts

- 14.1 The prices and discounts quoted by the Tenderer in the Letter of Tender – Financial Part and in the Priced Activity Schedule or Bill of Quantities shall conform to the

requirements specified below.

- 14.2 The Tenderer shall fill in rates and prices for all items of the whole of the Works described 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 Tenderer shall be deemed covered by the rates for other items and prices in the Bill of Quantities and will not be paid for separately by the Employer.
- 14.3 The price to be quoted in the Letter of Tender – Financial Part, in accordance with ITT 12.1, shall be the total price of the Tender, excluding any discounts offered.
- 14.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Letter of Tender - Financial Part, in accordance with ITT 12.1.
- 14.5 Unless otherwise **provided in the TDS**, and the Conditions of Contract, the prices quoted by the Tenderer shall be fixed. If the prices quoted by the Tenderer are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data in Section IV- Tendering Forms and the Employer may require the Tenderer to justify its proposed indices and weightings.
- 14.6 If so specified in ITT 1.1, Tenders are invited for individual lots (contracts) or for any combination of lots (packages). Tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Tenders, shall be included in the rates and prices¹ and the total Tender price submitted by the Tenderer.

15. Currencies of

- 15.1 The currency(ies) of the Tender and the currency(ies) of

¹ In lump-sum contracts, delete “rates and prices and the.”

- Tender and Payment** payments shall be the same and shall be as **specified in the TDS.**
- 15.2 Tenderers 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 unit rates and prices and shown in the Schedule of Adjustment Data are reasonable², in which case a detailed breakdown of the foreign currency requirements shall be provided by Tenderers.
- 16. Documents Comprising the Technical Proposal** 16.1 The Tenderer shall furnish a technical proposal in the Technical Part of the Tender including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tendering Forms, in sufficient detail to demonstrate the adequacy of the Tenderers’ proposal to meet the work’s requirements and the completion time.
- 17. Documents Establishing the Eligibility and Qualifications of the Tenderer** 17.1 To establish Tenderer’s eligibility in accordance with ITT 4, Tenderers shall complete the Letter of Tender, – Technical Part, included in Section IV, Tendering Forms.
- 17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tendering Forms.
- 17.3 If a margin of preference applies as specified in accordance with ITT 38.1, domestic Tenderers, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 38.1.
- 18. Period of Validity of Tenders** 18.1 Tenders shall remain valid for the Tender Validity period **specified in the TDS.** The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Employer in accordance with ITT 22.1). A Tender valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders. The request

² For lump-sum contracts, delete “unit rates and prices and shown in the Schedule of Adjustment Data are reasonable” and replace with “Lump-sum.”

and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender, except as provided in ITT 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Tender validity period, the Contract price shall be determined as follows:

- (a) in the case of fixed price contracts, the Contract price shall be the Tender price adjusted by the factor **specified in the TDS**;
- (b) in the case of adjustable price contracts, no adjustment shall be made; or
- (c) in any case, Tender evaluation shall be based on the Tender price without taking into consideration the applicable correction from those indicated above.

19. Tender Security

19.1 The Tenderer shall furnish as part of its Technical Part of its Tender, either a Tender-Securing Declaration or a Tender Security as **specified in the TDS**, in original form and, in the case of a Tender security, in the amount and currency **specified in the TDS**.

19.2 A Tender-Securing Declaration shall use the form included in Section IV, Tendering Forms.

19.3 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee, and in any of the following forms at the Tenderer's option:

- (a) an unconditional guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security **specified in the TDS**,

from a reputable source, and an eligible country. If an unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a

correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Tender submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Tender Security shall be submitted either using the Tender Security Form included in Section IV, Tendering Forms, or in another substantially similar format approved by the Employer prior to Tender submission. The Tender Security shall be valid for twenty-eight (28) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

- 19.4 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Employer as non-responsive.
- 19.5 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and if required in the TDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITT 50.
- 19.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security and if required in the TDS, the Environmental, Social, Health and Safety (ESHS) Performance Security.
- 19.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Letter of Tender – Technical Part and repeated in the Letter of Tender – Financial Part or any extension thereto provided by the Tenderer; or
 - (b) if the successful Tenderer fails to:
 - (i) sign the Contract in accordance with ITT 49; or
 - (ii) furnish a Performance Security and if required in the TDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in

accordance with ITT 50.

19.8 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been constituted into a legally enforceable JV, at the time of Tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent mentioned in ITT 4.1 and ITT 11.5.

19.9 If a Tender Security is not required in the TDS, pursuant to ITT 19.1, and:

- (a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer in the Letters of Tender; or
- (b) if the successful Tenderer fails to: sign the Contract in accordance with ITT 49; or furnish a Performance Security and if required in the TDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITT 50;

the Borrower may, if provided for **in the TDS**, declare the Tenderer ineligible to be awarded a contract by the Employer for a period of time as **stated in the TDS**.

20. Format and Signing of Tender

20.1 The Tenderer shall prepare the Tender, in accordance with this Instruction, ITT 11 and ITT 21.

20.2 Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information.

20.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as **specified in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

20.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced

by a power of attorney signed by their legally authorized representatives.

- 20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission of Tenders

21. Sealing and Marking of Tenders

- 21.1 The Tenderer shall deliver the Tender in two separate, sealed envelopes (the Technical Part and the Financial Part.) These two envelopes shall be enclosed in a separate sealed outer envelope marked “ORIGINAL TENDER”.
- 21.2 In addition, the Tenderer shall submit copies of the Tender in the number **specified in the TDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked “COPIES: TECHNICAL PART”. Copies of the Financial Part shall be placed in a separate sealed envelope marked “COPIES: FINANCIAL PART”. The Tenderer shall place both of these envelopes in a separate, sealed outer envelope marked “TENDER COPIES”. In the event of any discrepancy between the original and the copies, the original shall prevail. If alternative Tenders are permitted in accordance with ITT 13, the alternative Tenders shall be submitted as follows: the original of the alternative Tender Technical Part shall be placed in a sealed envelope marked “ALTERNATIVE TENDER – TECHNICAL PART” and the Financial Part shall be placed in a sealed envelope marked “ALTERNATIVE TENDER – FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE TENDER – ORIGINAL”, the copies of the alternative Tender will be placed in separate sealed envelopes marked “ALTERNATIVE TENDER – COPIES OF TECHNICAL PART”, and “ALTERNATIVE TENDER – COPIES OF FINANCIAL PART” and enclosed in a separate sealed outer envelope marked “ALTERNATIVE TENDER - COPIES”
- 21.3 The envelopes marked “ORIGINAL TENDER” and “TENDER COPIES” (and, if appropriate, a third envelope marked “ALTERNATIVE TENDER”) shall be enclosed in a separate sealed outer envelope for submission to the Employer.
- 21.4 All inner and outer envelopes, shall:

- (a) bear the name and address of the Tenderer;
 - (b) be addressed to the Employer in accordance with ITT 22.1;
 - (c) bear the specific identification of this Tendering process indicated in ITT 1.1; and
 - (d) bear a warning not to open before the time and date for Tender opening.
- 21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.
- 22. Deadline for Submission of Tenders**
- 22.1 Tenders must be received by the Employer at the address and no later than the date and time **specified in the TDS**. When so **specified in the TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures **specified in the TDS**.
- 22.2 The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT 8, in which case all rights and obligations of the Employer and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 23. Late Tenders**
- 23.1 The Employer shall not consider any Tender that arrives after the deadline for submission of Tenders, in accordance with ITT 22. Any Tender received by the Employer after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.
- 24. Withdrawal, Substitution, and Modification of Tenders**
- 24.1 A Tenderer may withdraw, substitute, or modify its Tender 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 ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and

- (b) received by the Employer prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.
- 24.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.
- 24.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Letter of Tender or any extension thereof.

E. Public Opening of Technical Parts of Tenders

- 25. Public Opening of Technical Parts of Tenders**
- 25.1 Except in the cases specified in ITT 23 and ITT 24.2, the Employer shall publicly open and read out all Tenders received by the deadline, at the date, time and place **specified in the TDS**, in the presence of Tenderers` designated representatives and anyone who chooses to attend. All Tenderers, or their representatives and any interested party may attend a public opening. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 22.1, shall be as **specified in the TDS**.
 - 25.2 First, the written notice of withdrawal in the envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderder. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
 - 25.3 Next, envelopes marked “Substitution” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderder. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
 - 25.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

- 25.5 Next, all other envelopes marked “TECHNICAL PART” shall be opened one at a time. All envelopes marked “SECOND ENVELOPE: FINANCIAL PART” shall remain sealed, and kept by the Employer in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part parts of the Tenders. On opening the envelopes marked “TECHNICAL PART” the Employer shall read out: the name of the Tenderer, the presence or the absence of a Tender Security, or Tender-Securing Declaration, if required, and whether there is a modification; and Alternative Tender - Technical Part; and any other details as the Employer may consider appropriate.
- 25.6 Only Technical Parts of Tenders and Alternative Tender - Technical Parts that are read out at Tender opening shall be considered further for evaluation. The Letter of Tender-Technical Part and the separate sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” are to be initialed by representatives of the Employer attending Tender opening in the manner **specified in the TDS**.
- 25.7 At the Tender opening the Employer shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).
- 25.8 The Employer shall prepare a record of the Technical Parts of Tender opening that shall include, as a minimum:
- (a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - (b) the receipt of envelopes marked “SECOND ENVELOPE: FINANCIAL PART”;
 - (c) the presence or absence of a Tender Security or Tender-Securing Declaration, if one was required; and
 - (d) if applicable, any Alternative Tender – Technical Part.
- 25.9 The Tenderers’ representatives who are present shall be requested to sign the record. The omission of a Tenderer’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 Tenderers who submitted Tenders in time, and posted online when electronic Tendering is permitted.

F. Evaluation of Tenders – General Provisions

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 44.
- 26.2 Any effort by a Tenderer to influence the Employer in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.
- 26.3 Notwithstanding ITT 26.2, from the time of Tender opening to the time of Contract award, if a Tenderer wishes to contact the Employer on any matter related to the Tendering process, it shall do so in writing.
- 27. Clarification of Tenders**
- 27.1 To assist in the examination, evaluation, and comparison of the Tenders, and qualification of the Tenderers, the Employer may, at its discretion, ask any Tenderer for a clarification of its Tender given a reasonable time for a response. Any clarification submitted by a Tenderer 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, including any voluntary increase or decrease in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders, in accordance with ITT 36.
- 27.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Employer's request for clarification, its Tender may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of Tenders, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the tendering document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering

document.

- 29. Nonmaterial Nonconformities**
- 29.1 Provided that a Tender is substantially responsive, the Employer may waive any nonconformities in the Tender.
- 29.2 Provided that a Tender is substantially responsive, the Employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Tender related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.
- 29.3 Provided that a Tender is substantially responsive pursuant to ITT 31, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Tender price. To this effect, the Tender price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner **specified in the TDS**.

G. Evaluation of Technical Parts of Tenders

- 30. Evaluation of Technical Parts**
- 30.1 In evaluating the Technical Parts of each Tender, the Employer shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 31. Determination of Responsiveness**
- 31.1 The Employer's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 11.
- 31.2 A substantially responsive Tender is one that meets the requirements of the tendering 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 tendering document, the Employer's rights or the Tenderer's obligations under the proposed

Contract; or

- (b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.3 The Employer shall examine the technical aspects of the Tender submitted in accordance with ITT 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

31.4 If a Tender is not substantially responsive to the requirements of the tendering 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. Qualification of the Tenderer

32.1 The Employer shall determine to its satisfaction whether the eligible Tenderers that have submitted substantially responsive Tender - Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the tendering document), or any other firm different from the Tenderer.

32.3 If a Tenderer does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Tender shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32.4 Only Tenders that are both substantially responsive to the tendering document, and meet all Qualification Criteria shall have their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" opened at the second public opening.

33. Subcontractors

33.1 Unless otherwise stated **in the TDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.

33.2 The subcontractor's qualifications shall not be used by the

Tenderer to qualify for the Works unless their specialised parts of the Works were previously designated by the Employer **in the TDS** as can be met by subcontractors referred to hereafter as ‘Specialized Subcontractors’, in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications.

33.3 Tenderers may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.

H. Public Opening of Financial Parts of Tenders

34. Public Opening of Financial Parts

34.1 Following the completion of the evaluation of the Technical Parts of the Tenders, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Tenderers whose Tenders were considered non-responsive to the tendering document or failed to meet the Qualification Criteria, advising them of the following information:

- (a) the grounds on which their Technical Part of Tender failed to meet the requirements of the tendering document;
- (b) their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” will be returned to them unopened after the completion of the selection process and the signing of the Contract; and
- (c) notify them of the date, time and location of the public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART”.

34.2 The Employer shall, simultaneously, notify in writing those Tenderers whose Technical Part have been evaluated as substantially responsive to the tendering document and met all Qualifying Criteria, advising them of the following information:

- (a) their Tender has been evaluated as substantially responsive to the tendering document and met the Qualification Criteria;
- (b) their envelope marked “SECOND ENVELOPE: FINANCIAL PART” will be opened at the public opening of the Financial Parts; and

- (c) notify them of the date, time and location of the second public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART” **as specified in the TDS.**
- 34.3 The opening date should allow Tenderers sufficient time to make arrangements for attending the opening. The Financial Part of the Tender shall be opened publicly in the presence of Tenderers’ designated representatives and anyone who chooses to attend.
- 34.4 At this public opening the Financial Parts will be opened by the Employer in the presence of Tenderers, or their designated representatives and anyone else who chooses to attend. Tenderers who met the Qualification Criteria and whose tenders were evaluated as substantially responsive will have their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” opened at the second public opening. Each of these envelopes marked “SECOND ENVELOPE: FINANCIAL PART” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Tenderer, and the total Tender prices, per lot (contract) if applicable, including any discounts and Alternative Tender - Financial Part, and any other details as the Employer may consider appropriate.
- 34.5 Only envelopes of Financial Part of Tenders, Financial Parts of Alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Letter of Tender – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Tender opening in the manner **specified in the TDS.**
- 34.6 The Employer shall neither discuss the merits of any Tender nor reject any envelopes marked “SECOND ENVELOPE: FINANCIAL PART”.
- 34.7 The Employer shall prepare a record of the Financial Part of the Tender opening that shall include, as a minimum:
- (a) the name of the Tenderer whose Financial Part was opened;
 - (b) the Tender price, per lot (contract) if applicable, including any discounts; and
 - (c) if applicable, any Alternative Tender – Financial Part.

34.8 The Tenderers whose envelopes marked “SECOND ENVELOPE: FINANCIAL PART” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Tenderer’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 Tenderers.

I. Evaluation of Financial Parts of Tenders

35. Evaluation of Financial Parts

35.1 To evaluate the Financial Part, the Employer shall consider the following:

- (a) the Tender price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities³ for admeasurement contracts, but including Daywork⁴ items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITT 36.1;
- (c) price adjustment due to discounts offered in accordance with ITT 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITT 37;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITT 29.3; and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.2 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 Tender evaluation.

35.3 If this tendering document allows Tenderers to quote separate prices for different lots (contracts), the methodology

³ In lump-sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

⁴ Daywork is work carried out following instructions of the Project Manager and paid for on the basis of time spent by workers, and the use of materials and the Contractor’s equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders’ quoted rates and included in the total Bid price.

to determine the lowest evaluated cost of the contract combinations, including any discounts offered in the Letter of Tender – Financial Part, is specified in Section III, Evaluation and Qualification Criteria

**36. Correction of
Arithmetical
Errors**

36.1 In evaluating the Financial Part of each Tender, 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; and
- (c) 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) and (b) above.

36.2 Tenderers shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITT 36.1, shall result in the rejection of the Tender.

**37. Conversion to
Single Currency**

37.1 For evaluation and comparison purposes, the currency(ies) of the Tenders shall be converted in a single currency as **specified in the TDS**.

**38. Provision for
Development of
Domestic Industry**

38.1 Unless otherwise **specified in the TDS**, a provision of development of domestic industry (such as a margin of preference for domestic Tenderers⁵) shall not apply.

⁵ An individual firm is considered a domestic bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the

- 39. Comparison of Financial Parts** 39.1 The Employer shall compare the evaluated costs of all responsive and qualified Tenders to determine the Tender that has the lowest evaluated cost.
- 40. Abnormally Low Tenders** 40.1 An Abnormally Low Tender is one where the Tender price, in combination with other constituent elements of the Tender, appears unreasonably low to the extent that the Tender price raises material concerns as to the capability of the Tenderer to perform the Contract for the offered Tender price.
- 40.2 In the event of identification of a potentially Abnormally Low Tender, the Employer shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the tendering document.
- 40.3 After evaluation of the price analyses, in the event that the Employer determines that the Tenderer has failed to demonstrate its capability to deliver the contract for the offered tender price, the Employer shall reject the Tender.
- 41. Unbalanced or Front Loaded Tenders** 41.1 If the Tender for an admeasurement contract, which results in the lowest evaluated cost, in the Employer’s opinion, seriously unbalanced or front loaded the Employer may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Tender prices with the scope of works, proposed methodology, schedule and any other requirements of the tendering document.
- 41.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Employer may as appropriate:
- (a) accept the Tender; or
 - (b) require that the amount of the performance security be increased at the expense of the Tenderer to a level not exceeding 20% of the Contract price; or
 - (c) reject the Tender.

country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

- 42. Most Advantageous Tender**
- 42.1 Having compared the evaluated costs of Tenders, the Employer shall determine the Most Advantageous Tender. The Most Advantageous Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:
- (a) substantially responsive to the tendering document; and
 - (b) the lowest evaluated cost.
- 43. Employer’s Right to Accept Any Tender, and to Reject Any or All Tenders**
- 43.1 The Employer reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender Securities, shall be promptly returned to the Tenderers.
- 44. Standstill Period**
- 44.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITT 48. The Standstill Period commences the day after the date the Employer has transmitted to each Tenderer the Notification of Intention to Award the Contract. Where only one Tender is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.
- 45. Notification of Intention to Award**
- 45.1 The Employer shall send to each Tenderer (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Tenderer. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Tenderer submitting the successful Tender;
 - (b) the Contract price of the successful Tender;
 - (c) the names of all Tenderers who submitted Tenders, and their Tender prices as readout, and as evaluated;
 - (d) a statement of the reason(s) the Tender (of the unsuccessful Tenderer to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
 - (e) the expiry date of the Standstill Period; and
 - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

J. Award of Contract

- 46. Award Criteria** 46.1 Subject to ITT 43, the Employer shall award the Contract to the successful Tenderer. This is the Tenderer whose Tender has been determined to be the Most Advantageous Tender as specified in ITT 42.
- 47. Notification of Award**
- 47.1 Prior to the expiration of the Tender Validity Period and upon expiry of the Standstill Period, specified in ITT 44.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Tenderer, in writing, that its Tender has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter, and in the Conditions of Contract and Contract Forms, called “the Contract Price”).
- 47.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;
 - (b) name and reference number of the contract being awarded, and the selection method used;
 - (c) names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening, and as evaluated;
 - (d) names of all Tenderers whose Tenders were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor;
 - (e) the name of the successful Tenderer, the final total contract price, the contract duration and a summary of its scope; and
 - (f) successful Tenderer’s Beneficial Ownership Disclosure Form, if specified in TDS ITT 49.1
- 47.3 The Contract Award Notice shall be published on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s country, or in the official gazette. The Employer shall also

publish the contract award notice in UNDB online.

47.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

48. Debriefing by the Employer

48.1 On receipt of the Employer’s Notification of Intention to Award referred to in ITT 45.1, an unsuccessful Tenderer has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Tenderers whose request is received within this deadline.

48.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Tenderers of the extended standstill period

48.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

48.4 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear their own costs of attending such a debriefing meeting.

49. Signing of Contract

49.1 The Employer shall send to the successful Tenderer the Letter of Acceptance including the Contract Agreement, and, if specified in the TDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

49.2 The successful Tenderer shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

50. Performance

50.1 Within twenty-eight (28) days of the receipt of the Letter of

Security

Acceptance from the Employer, the successful Tenderer shall furnish the Performance Security and, if required in the TDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the General Conditions of Contract, subject to ITT 41.2 (b), using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

50.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and, if required in the TDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Employer may award the Contract to the Tenderer offering the next Most Advantageous Tender.

51. Adjudicator

51.1 The Employer proposes the person named **in the TDS** to be appointed as Adjudicator under the Contract, at the hourly fee **specified in the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this proposal, the Tenderer should so state in his Tender. 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 Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

**52. Procurement
Related Complaint**

52.1 The procedures for making a Procurement-related Complaint are as specified in the TDS.

Section II - Tender Data Sheet (TDS)

The following specific data for the Works to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

A. General	
ITT 1.1	<p>The reference number of the Request for Tenders (RFT) is:: AEGCL/MD/AIIB/PACKAGE-H 1/2023/02-H1</p> <p>The Employer is: Assam Electricity Grid Corporation Limited</p> <p>The name of the RFT is: Construction of Approach Road for 400/220/132Kv Substation at Sonapur including construction of CD works, RCC drain cum FP, RCC toe wall etc</p>
ITT 1.2 (a)	The number and identification of lots (contracts) comprising this RFT is: 1(One)
ITT 1.2(a)	<p>Electronic –Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Tendering process:</p> <p>http://assamtenders.gov.in The electronic-procurement system shall be used to manage the following aspects of the Tendering process:</p> <p>Tendersders have to submit the Tenders on the e-procurement portal https://assamtenders.gov.in along with the relevant documents. For this purpose, the Tendersders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the Tendersders and filled up. The filled-up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents</p>
ITT 2.1	The Borrower is: Govt of India Loan or Financing Agreement amount: 304MUSD The name of the Project is: Assam Intra-state Transmission System Enhancement Project
ITT 4.1	Maximum number of members in the JV shall be: <i>nil</i>
ITT 4.5	A list of debarred firms and individuals is available on the Bank’s external website https://www.aiib.org/en/about-aiib/who-we-are/debarment-list/index.html

B. Contents of Tendering Document	
ITT 7.1	For Clarification of Tender purposes only, the Employer’s address is: Attention: Sri Loknath Choudhury,CGM,PP&D Address: /Bijulee Bhawan, Paltanbazar Floor/ Room number: First Floor City: Guwahati ZIP Code: 781001 Country: : India Telephone: +91 361 2739520 Facsimile number: +91 361 2739513 Electronic mail address: pd.aiib@aegcl.co.in
ITT 7.1	Requests for clarification should be received by the Employer no later than: 3rd May 2023 Web page: http://assamtenders.gov.in
ITT 7.4	A Pre-Tender meeting <i>shall</i> take place at the following date, time and place: Date: 03rd May 2023 Time: 14:00hrs Place: O/O The Managing Director, AEGCL
ITT 7.6	Web page: http://assamtenders.gov.in
C. Preparation of Tenders	
ITT 10.1	The language of the Tender is: “English”
ITT 11.2 (h)	The Tenderer shall agreed to submit the following additional documents in its Tender: Code of Conduct (ESHS) The Tenderer shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract. [Note: Complete and include the risks to be addressed by the Code in accordance with Section VII-Works’ Requirements, e.g. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, sexual exploitation and abuse, illicit

behavior and crime, and maintaining a safe environment etc.]

In addition, the Tenderer shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

The Contractor shall be required to implement the agreed Code of Conduct.

The Contractor shall also have to submit the following documents to manage the following key Environmental, Social, Health and Safety (ESHS) risks which will be the part of Contractor's Environment and Social Management Plan (C-ESMP) in accordance with the Particular Conditions of Contract Sub-Clause 16.2 for implementation, which should be approved from the Bank:

i. Traffic Management Plan to ensure safety of local communities from construction traffic

ii. Water Resource Protection Plan to prevent contamination of drinking water;

iii. Proper waste management Plan.

iv. Environmental quality monitoring test (Ambient air, water, noise, soil) report approved from State/Central Pollution Control Board in 3 stages viz Pre-Construction, During Construction and Post Construction.

v. Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts];

vi. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit];

vii. Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan.

[Note: The extent and scope of these requirements should reflect the significant ESHS risks or requirements set out in Section VII as advised by Environmental/Social specialist/s. The key risks to be addressed by the Tenderer should be identified by Environmental/Social specialist/s, for example, from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement Action Plan (RAP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project), up to a maximum of four. The risks may arise during mobilization or construction phases, and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species etc. The management strategies and/or implementation plans to address these could include,

	<i>as appropriate: mobilization strategy, strategy for obtaining consents/permits, traffic management plan, water resource protection plan, bio-diversity protection plan and a strategy for marking and respecting work site boundaries etc.]</i>
ITT 13.1	Alternative Tenders <i>shall not be</i> considered.
ITT 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITT 13.4	Alternative technical solutions shall NOT be permitted for the following parts of the Works:
ITT 14.5	The prices quoted by the Tenderer <i>shall be FIXED</i>
ITT 15.1	The price shall be quoted by the Tenderer in: <i>INDIAN RUPEES (INR)</i>
ITT 18.1	The Tender validity period shall be 180days.
ITT 19.1	The Tenderer shall furnish a Tender security amounting ₹ 32 Lakhs (Rupees Thirty Two Lakhs only) in the form of Bank Guarantee from Nationalised Bank/Scheduled Bank (India)in favour of ASSAM ELECTRICITY GRID CORPORATION LIMITED, AEGCL payable at Guwahati, Assam. The tender security in the form of Bank Guarantee or Fixed Deposit shall be valid for a period of 210 days from the last day of Tenders submission.
ITT 19.3 (d)	Other types of acceptable securities: NEFT/RTGS/DD from Nationalised Bank/Scheduled Bank (India)in favour of ASSAM ELECTRICITY GRID CORPORATION LIMITED, AEGCL payable at Guwahati, Assam.
ITT 20.3	<p>The written confirmation of Authorization to sign on behalf of the Tender shall consist of Notarized Power of Attorney. If the Tenderer is from a country where this practice is not used then a similar legal instrument of authorization as applicable under the home country laws of Tender must be provided.</p> <p>The Tender shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation and shall be uploaded along with the Tender. If a Tenderer submits a deficient authorization, the Tender shall not be rejected in the first instance. The Employer shall request the Tenderer</p>

	<p>to submit an acceptable authorization within 2 days. Failure to provide an acceptable authorization within the period stated in the Employer's request shall cause the rejection of the Tender. If either the Letter of Technical Tender or Letter of Price Tender (if applicable) is not signed, the Tender shall be rejected.</p> <p>The written confirmation of authorization to sign on behalf of the Tender shall be uploaded in the e-procurement portal.</p>
D. Submission of Tenders	
ITT 21.2	In addition to the original of the Tender, the number of copies is: <i>NIL</i> .
ITT 22.1	<p>The tender to be submitted online through e-tender portal www.assamtenders.co.in</p> <p>The deadline for Tender submission is: Date: 30.05.2023 Time: 14:00 hrs</p>
E. Public Opening of Technical Parts of Tenders	
ITT 25.1	<p>The Tender opening shall take place at: Office of the Chief General Manager (PP&D) Street Address: Bijulee Bhawan, Paltanbazar Floor/Room number: First Floor City: Guwahati (Assam) PIN Code: 781001 Country: India Email address: PD.AIIB@AEGCL.CO.IN Date: 31.05.2023 Time: 15:00hrs</p>
ITT 25.1	<p>The electronic Tender opening procedures shall be:</p> <p>The Purchaser shall conduct the opening of Technical Tenders through e-tender portal at the address, date and time specified in the TDS. The Tenders opening committee shall open on-line received Tenders in the presence of Tenderers designated representatives who choose to attend. The Price Tenders will remain unopened until the specified time of their</p>

	<p>opening.</p> <p>(i) All envelopes holding the Technical Tenders shall be opened one at a time, and the following read out and recorded:</p> <ul style="list-style-type: none">a) the name of the Tenderer;b) the presence of a Tender Security; andc) any other details as the Purchaser may consider appropriate. <p>Only Technical Tenders shall be read out and recorded at Tenders opening shall be considered for evaluation. No Tenders shall be rejected at the opening of Technical Tenders.</p> <p>3. The Purchaser shall prepare a record of the opening of Technical Tenders that shall include, as a minimum: the name of the Tenderer, whether there is a withdrawal and alternative proposals and presence or absence of a Tenders security or a Tenders securing declaration, if one is required. The Tenderers representatives who are present shall be requested to sign the record. The omission of a Tenderers signature on the record shall not invalidate the contents and effect of the record.</p> <p>4. At the end of the evaluation of the Technical Tenders, the Purchaser will invite Tenderers who have submitted substantially responsive Technical Tenders and who have been determined as being qualified for award to attend the opening of the Price Tenders. The date, time, and location of the opening of Price Tenders will be advised in writing by the Purchaser. Tenderers shall be given reasonable notice of the opening of Price Tenders.</p> <p>5. The Purchaser shall conduct the opening of Price Tenders through e-tender portal of all Tenderers who submitted substantially responsive Technical Tenders, in the presence of Tendersders' representatives who choose to attend at the address, date and time specified by the Purchaser. The Tenderer's representatives who are present shall be requested to sign a register evidencing their attendance.</p> <p>6. All envelopes containing Price Tenders shall be opened one at a time and the following read out and recorded:</p> <ul style="list-style-type: none">a) the name of the Tenderer;b) the Tenders Prices, including any discounts and alternative offers; andc) any other details as the Purchaser may consider appropriate. <p>Only Tenders Prices and discounts read out and recorded during the opening of Price Tenders shall be considered for evaluation. No</p>
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	<p>Tenders shall be rejected at the opening of Price Tenders.</p> <p>7. The Purchaser shall prepare a record of the opening of Price Tenders that shall include, as a minimum: the name of the Tendersder, the Tenders Price (per lot if applicable), any discounts. The Tendersders’ representatives who are present shall be requested to sign the record. The omission of a Tendersder’s signature on the record shall not invalidate the contents and effect of the record.</p> <p>8. After technical evaluation, the Tenderer shall be able to see only whether they have qualified or not.</p> <p>9. After Financial evaluation, the Tenderer shall be able to get their ranks based on quoted price.</p> <p>Only the final quoted values should be to all the Tenderers and not the item wise quotation.</p>
F. Evaluation of Tenders – General Provisions	
ITT 29.3	The adjustment shall be based on the <i>highest</i> price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Employer shall use its best estimate.
G. Evaluation of Tenders - Technical Parts	
ITT 33.1	At this time the Employer does not intend to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 33.2	N/A
ITT 33.3	<p>The Contractor shall not sub-contract the whole of the Works. The Contractor may subcontract part of the construction work up to 20 percent of the contract price. Subcontracting shall not alter the Contractor's obligations.</p> <p>The subcontracting shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any his sub-Contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents and workmen.</p>
H. Public Opening of Financial Parts	
ITT 34.2 (c)	Following the completion of the evaluation of the Technical Parts of the Tenders, the Employer will notify all Tenderers of the location, date and

	<p>time of the public opening of Financial Parts in the etender portal.</p> <p><i>In addition to the above the Employer shall</i> publish a notice of the public opening of the Financial Parts on its website.</p>
I. Evaluation of Tenders - Financial Parts	
ITT 37.1	<p>The currency that shall be used for Tender evaluation and comparison purposes to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is:</p> <p>Indian Rupees (INR)</p> <p>The source of exchange rate shall be: Reserve Bank of India</p> <p>The date for the exchange rate shall be Date of submission of the Tenders.</p>
ITT 38.1	A margin of domestic preference shall not apply.
J. Award of Contract	
ITT 49.1	The successful Tenderer shall not submit the Beneficial Ownership Disclosure Form.
ITT 52.1	<p>The procedures for making a Procurement-related Complaint are detailed in the Bank’s Procurement Instructions for Recipients (Annex IV).” If a Tenderder wishes to make a Procurement-related Complaint, the Tenderder shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p>For the attention: Sri Loknath Choudhury</p> <p>Title/position: CGM(PP&D)</p> <p>Employer: Assam Electricity Grid Corporation Limited</p> <p>Email address: pd.aiib@aegcl.co.in</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Tendering Documents; 2. the Employer’s decision to exclude a Tenderder from the procurement process prior to the award of contract; and 3. the Employer’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Tenders and qualify Tenderers when qualification in the evaluation of the Technical Part is applied. No other factors, methods or criteria shall be used other than those specified in this tendering document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms.

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the USD equivalent using the rate of exchange determined as follows:

- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITT 37.1. Any error in determining the exchange rates in the Tender may be corrected by the Employer.

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Section III - Evaluation and Qualification Criteria

1. Technical Part

1.1 Adequacy of Technical Proposal

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

1.3 Alternative Technical Solutions for specified parts of Works

The acceptability of technical alternatives for parts of the Works, if permitted under ITT 13.4, will be determined as follows:

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1.4 Specialized Subcontractors

If permitted under ITT 33, only the specific experience of Subcontractors for specialized works permitted by the Employer will be considered. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Tenderer for purposes of qualification of the Tenderer.

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2.1 Qualification Criteria

Pursuant to ITT 32.1, the Employer shall assess each Tender against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Tenderer's qualifications.

Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) NOT APPLICABLE			Submission Requirements
				All members Combined	Each member	At least one member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITT 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITT 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Tender
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITT 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Tender
1.4	State-owned enterprise or institution of the Borrower country	Meets conditions of ITT 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower's country law	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Tenderer's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITT 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) NOT APPLICABLE			Submission Requirements
				All members Combined	Each member	At least one member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1st January 2018	Must meet requirement ^{1 and 2}	Must meet requirements	Must meet requirement ²	N/A	Form CON-2
2.2	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Employer or withdrawal of the Tender within Tender validity period	Not under suspension based on execution of a Tender/Proposal Securing Declaration pursuant to ITT 4.7 or withdrawal of the Tender pursuant ITT 19.9.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Tender
2.3	Pending Litigation	Tenderer’s financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Tenderer	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation	No consistent history of	Must meet	Must meet	Must meet	N/A	Form CON – 2

¹ Nonperformance, as decided by the Employer, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance 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.

² This requirement also applies to contracts executed by the Bidder as JV member.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) NOT APPLICABLE			Submission Requirements
				All members Combined	Each member	At least one member	
	History	court/arbitral award decisions against the Tenderder ³ since 1st January [insert year]	requirement	requirement	requirement		
2.5	Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or safeguard in the past five years ⁴ .	Must make the declaration.	N/A	Each must make the declaration.	N/A	Form CON-3 ESHS Performance Declaration
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Tenderder shall demonstrate that it has access to, or has available, liquid	Must meet requirement	Must meet Requirement	N/A	N/A	Form FIN – 3.1, with attachments

³ The Bidder shall provide accurate information on the letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

⁴ The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) NOT APPLICABLE			Submission Requirements
				All members Combined	Each member	At least one member	
		assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as ₹ 2.5 Crore (Rupees Two Crore Fifty Lakhs) equivalent to 0.3MUSD for the subject contract(s) net of the Tenderer’s other commitments					
		(ii) The Tenderers shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets or, if not required by the laws of the Tenderer’s Country, other financial statements acceptable to the Employer, for the last FIVE years shall be submitted and must demonstrate the current soundness of the Tenderer’s financial position and indicate its prospective	Must meet requirement	N/A	Must meet requirement	N/A	

Eligibility and Qualification Criteria			Compliance Requirements			Documentation	
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) NOT APPLICABLE			Submission Requirements
				All members Combined	Each member	At least one member	
		long-term profitability.					
3.2	Average Annual Construction Turnover	Minimum average annual turnover of ₹10 core (rupees Ten Crore)/ equivalent to 1.3 MUSD calculated as total certified payments received for contracts in progress or completed, within the last five (5) years.	Must meet requirement	Must meet requirement	Must meet _____%, _____of the requirement	Must meet _____%, _____of the requirement	Form FIN – 3.2
4. Experience							
4.1 (a)	General Construction Experience	Tenderer should have completed similar Road and Drain works as prime Contractor during last 7 years up to original date of tender submission in which applications are invited should be either of the following. I. Three similar completed works costing not less than Rs. 6(six) Crore. II. Two similar completed works costing not less than	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1

5. Key Personnel

[Note: Insert in the following table, the minimum key specialists required to execute the contract, taking into account the nature, scope, complexity and risks of the contract.]

The Tenderer must demonstrate that it will have a suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the table below, that are required to perform the Contract.

The Tenderer shall provide details of the Key Personnel and such other Key Personnel that the Tenderer considers appropriate, together with their academic qualifications and work experience. The Tenderer shall complete the relevant Forms in Section IV, Tendering Forms.

The Contractor shall require the Employer's consent to substitute or replace the Key Personnel (reference the Particular Conditions of Contract 9.1).

Key Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Project Manager -01 No.	B.E. Civil	05 Years
2	Site Engineer- 2 Nos.	B.E. Civil/ Diploma Civil	BE-03 years, or Diploma -05 years
Suitable experts in the following specializations			
3	<i>Environmental</i> – 1 No.	Master in relevant environmental field.	3years
4	<i>Health and Safety</i> - 1 No.	Degree/Diploma in relevant occupational health and safety and electrical safety	Degree-3 Years or Diploma- 5 Years
5	<i>Social</i> - 1 No.	Master of Social Work or similar suitable qualification	at least 3 years of experience in Stakeholder Consultations preferably in Assam for linear infrastructure projects

6. Equipment

The Tenderer must demonstrate that it has the key equipment listed hereafter:

List of Key Plant & Equipment to be deployed on Contract Work (Capacity & Numbers varying depending upon the different scope/provision) :

Sl. No.	Type of Equipment	Minimum Capacity	Minimum Requirement
1	Hot Mix Plant	1000-120 TPH	1
2	Paver Finisher hydrostatic with sensor control	75 cum/hr	1
3	Excavator Cum Loader.		2
4	Static Roller.	8 to 10T	3
5	Vibratory Roller.	8 to 10T	1
6	Water Tanker with Sprinkler	6KL	1
7	Mechanical Broom	1250 Sqm/Hr	1
8	Tippers.	5.5 cum	3
9	Bitumen Distributor	7 to 10T	1
10	Pay Loader		1
11	Truck.	10T	3
12	Mobile Van		1
13	Water pump	10HP	2
14	Welding M/C	10HP	2
15	Diesel Electric Generator	35 KVA	2
16	Needle Vibrators		4
17	Plate Vibrators		1
18	Concrete mixer with weighing and water necessary facility	10/7ft	3
19	Concrete batching Plant with Generator	10 cum/hour	1

The Tenderder shall provide further details of proposed items of equipment using Form EQU in Section IV, Tender Forms.

2. Financial Part

2.1 Margin of Preference: NOT APPLICABLE

If TDS so specifies, the Employer will grant a margin of preference of 7.5% (seven and one-half percent) to domestic contractors, in accordance with, and subject to, the following provisions:

- (a) Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Borrower and accepted by the Bank, a particular contractor or group of contractors qualifies for a domestic preference. The tendering document shall clearly indicate the preference and the method that will be followed in the evaluation and comparison of Tenders to give effect to such preference.
- (b) After Tenders have been received and reviewed by the Employer, responsive Tenders shall be classified into the following groups:
 - (i) Group A: Tenders offered by domestic contractors eligible for the preference.
 - (ii) Group B: Tenders offered by other contractors.

All evaluated Tenders in each group shall, as a first evaluation step, be compared to determine the Tender with lowest evaluated cost, and the Tender with the lowest evaluated cost in each group shall be further compared with each other. If a result of this comparison, a Tender from Group A is the lowest, it shall be selected for the award as the Most Advantageous Tender, if the Tenderer is qualified. If a Tender from Group B is the lowest, as a second evaluation step, all Tenders from Group B shall then be further compared with the lowest evaluated cost from Group A. For the purpose of this further comparison only, an amount equal to 7.5% (seven and one-half percent) of the respective Tender price corrected for arithmetical errors, including unconditional discounts but excluding provisional sums and the cost of day works, if any, shall be added to the evaluated cost offered in each Tender from Group B. If the Tender from Group A is the lowest, it shall be selected for award. If not, the lowest evaluated cost from Group B based on the first evaluation step shall be selected.

The Employer shall use the criteria and methodologies listed in this Section to evaluate tenders. By applying the criteria and methodologies the Employer shall determine the Most Advantageous Tender. This is the Tender that meets the qualification criteria and has been determined to be:

- (a) substantially responsive to the tendertendering document, and
- (b) the lowest evaluated cost.

In addition to the criteria listed in ITT 35.1 (a) – (e) the following criteria shall apply:

.....
.....

2.2 Multiple Contracts : Not Applicable

2.3 Sustainable procurement: Not Applicable

2.4 Alternative Completion Time : Not Applicable

2.5 Alternative Technical Solutions for specified parts of the Works: Not Applicable

2.6 Other criteria

Section IV - Tendering Forms

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Letter of Tender - Technical Part

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]*

Request for Tender No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit our Tender, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part

In submitting our Tender, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the tendertendering document, including Addenda issued in accordance with Instructions to TenderTenderers (ITT 8);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT 4;
- (c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in the Employer's country in accordance with ITT 4.7;
- (d) **Conformity:** We offer to execute in conformity with the tendertendering document the following Works: *[insert a brief description of the Works]* _____
_____;
- (e) **Tender Validity Period:** Our Tender shall be valid for a period specified in TDS 18.1 (or as amended if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security *[and an Environmental, Social, Health and Safety (ESHS) Performance Security, Delete if not applicable]* in accordance with the tendertendering document;
- (g) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderder or as a subcontractor, and we are not participating in any other Tender(s) as a Joint Venture member, and meet the requirements of ITT 4.3, other than alternative Tenders submitted in accordance with ITT 13;

- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the AIIB Group or a debarment imposed by the AIIB Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the AIIB and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];*
- (j) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive; and
- (l) **Prohibited Practice:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- (m) **Inspection and Audit:** We agree to permit the Bank or its representative to inspect our accounts and records and other documents relating to the tender submission and to have them audited by auditors appointed by the Bank.
- (n) **Adjudicator:** We accept the appointment of *[insert name proposed in Tender Data Sheet]* as the Adjudicator.

[or]

We do not accept the appointment of *[insert name proposed in Tender Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

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

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

Title of the person signing the Tender: *[insert complete title of the person signing the Tender]*

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]*

Date signed _____ day of _____,

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

** : Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender

Appendix A to Technical Part: Technical Proposal

Site Organization

[insert Site Organization information]

Method Statement

[insert Method Statement]

Mobilization Schedule
[insert Mobilization Schedule]

Construction Schedule
[insert Construction Schedule]

Environmental, Social, Health and Safety Plans

The Tenderer shall submit comprehensive and concise Environmental, Social, Health and Safety Plans (ESHS) as required by ITT 11.2 (h) of the Tender Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Tenderer shall have regard to the ESHS provisions of the contract including those as may be more fully described in the Works Requirements in Section VII.

Code of Conduct

Environmental, Social, Health and Safety (ESHS)

The Tenderer shall submit the Code of Conduct that will apply to the Contractor's employees and subcontractors as required by ITT 11.2 (h) of the Tender Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements in Section VII. In addition, the Tenderer shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

Appendix B to Technical Part: Equipment

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

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 (a) <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

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	

Appendix C to Technical Part: Key Personnel

Form PER -1: Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: <i>[Environmental Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: <i>[Health and Safety Specialist]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: <i>[Social Specialist]</i>	

	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: <i>[insert title]</i>	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Form PER-2: Resume and Declaration Key Personnel

Name of Tenderer											
Position [#1]: [title of position from Form PER-1]											
Personnel information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Name:</td> <td>Date of birth:</td> </tr> <tr> <td>Address:</td> <td>E-mail:</td> </tr> <tr> <td colspan="2">Professional qualifications:</td> </tr> <tr> <td colspan="2">Academic qualifications:</td> </tr> <tr> <td colspan="2">Language proficiency:<i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	Name:	Date of birth:	Address:	E-mail:	Professional qualifications:		Academic qualifications:		Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Name:	Date of birth:										
Address:	E-mail:										
Professional qualifications:											
Academic qualifications:											
Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>											
etails	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Address of employer:</td> </tr> <tr> <td>Telephone:</td> <td>Contact (manager / personnel officer):</td> </tr> <tr> <td>Fax:</td> <td></td> </tr> <tr> <td>Job title:</td> <td>Years with present employer:</td> </tr> </table>	Address of employer:		Telephone:	Contact (manager / personnel officer):	Fax:		Job title:	Years with present employer:		
Address of employer:											
Telephone:	Contact (manager / personnel officer):										
Fax:											
Job title:	Years with present employer:										

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

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Tender evaluation;
- (b) my disqualification from participating in the Tender;
- (c) my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

Appendix D to Technical Part: Tenderer's Qualification

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

Form ELI -1.1
Tenderer Information Form

Date: _____
RFT No. and title: _____
Page _____ of _____ pages

Tenderer's name

In case of Joint Venture (JV), name of each member:

Tenderer's actual or intended country of registration:

[indicate country of Constitution]

Tenderer's actual or intended year of incorporation:

Tenderer's legal address [in country of registration]:

Tenderer's authorized representative information

Name: _____

Address: _____

Telephone/Fax numbers: _____

E-mail address: _____

1. Attached are copies of original documents of

- Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.
- In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 4.1.
- In case of state-owned enterprise or institution, in accordance with ITT 4.6 documents establishing:
- Legal and financial autonomy
 - Operation under commercial law
 - Establishing that the Tenderer is not under the supervision of the Employer

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. *[If required under TDS ITT 49.1, the successful Tenderer shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*

--

Form ELI -1.2 : Not Applicable
Tenderer's JV Information Form
 (to be completed for each member of Tenderer's JV)

Date: _____
 RFB No. and title: _____
 Page _____ of _____ pages

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITT 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under TDS ITT 49.1, the successful Tenderer shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

Form CON – 2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria

- Contract non-performance did not occur since 1st January [*insert year*] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.
- Contract(s) not performed since 1st January [*insert year*] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: [<i>indicate complete contract name/ number, and any other identification</i>] Name of Employer: [<i>insert full name</i>] Address of Employer: [<i>insert street/city/country</i>] Reason(s) for nonperformance: [<i>indicate main reason(s)</i>]	<i>[insert amount]</i>

Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria

- No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.
- Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)

<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i></p>	<i>[insert amount]</i>
----------------------	----------------------------	--	------------------------

Form CON – 3:

ESHS Performance Declaration (NOT APPLICABLE)

[The following table shall be filled in for the Tenderder, each member of a Joint Venture and each Specialized Subcontractor]

Tenderer's Name: *[insert full name]*Date: *[insert day, month, year]*Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*RFt No. and title: *[insert RFB number and title]*Page *[insert page number]* of *[insert total number]* pages

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i>	<i>[insert amount]</i>

		Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>		<i>[insert amount]</i>

Form FIN – 3.1 Financial Situation and Performance

Tenderder’s Name: _____

Date: _____

JV Member’s Name _____

RFT No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					

Cash Flow from Operating Activities					
-------------------------------------	--	--	--	--	--

*Refer to ITT 15 for the exchange rate

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

2. Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements¹ for the _____ years required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Form FIN – 3.2 Average Annual Construction Turnover

Tenderder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	USD equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

Form FIN – 3.3
Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III (Evaluation and Qualification Criteria)

Financial Resources		
No.	Source of financing	Amount (US\$ equivalent)
1		
2		
3		

Form FIN – 3.4 Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current US\$ Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [US\$/month]
1					
2					
3					
4					
5					

Form EXP - 4.1 General Construction Experience

Tenderder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderder
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Form EXP - 4.2(a) Specific Construction and Contract Management Experience

Tenderder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount			US\$	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Form EXP - 4.2(a) (cont.)
Specific Construction and Contract Management
Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Form EXP - 4.2(b) Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name² (as per ITT 34.2 and 34.3): _____

RFT No. and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information in this form as per ITT 33.2 and 33.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub- contractor <input type="checkbox"/>
Total Contract Amount			US\$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				

² If applicable

	Information
Employer's Name:	
Address:	
Telephone/fax number	
E-mail:	

2. Activity No. Two

3.

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

Appendix E to Technical Part: Tender Security

Form of Demand Guarantee

Beneficiary: _____

Request for Tenders No: _____

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of _____ under Request for Tenders No. _____ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, tenders must be supported by a tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to TenderTenderers ("ITT") of the Beneficiary's tendertendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not

the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the TenderTendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

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 Revision, ICC Publication No. 758.

[Signature]

Letter of Tender - Financial Part

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Tenderer must prepare this Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.

Note: All italicized text in black font is to help Tenderers in preparing this form.

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]*

Request for Tender No.: *[insert identification]*

Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit the second part of our Tender, the Tender Price and Bill of Quantities. This accompanies the Letter of Technical Part.

In submitting our Tender, we make the following additional declarations:

- (a) **Tender Validity Period:** Our Tender shall be valid for a period specified in TDS 18.1 (or as amended if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Total Price:** The total price of our Tender, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*

[Option 1, in case of one lot:] Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

Or

[Option 2, in case of multiple lots:] (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- (c) **Discounts:** The discounts offered and the methodology for their application are:

- (i) The discounts offered are: [*Specify in detail each discount offered*]
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [*Specify in detail the method that shall be used to apply the discounts*];
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

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

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

Title of the person signing the Tender: [*insert complete title of the person signing the Tender*]

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 Tender submitted by a Joint Venture specify the name of the Joint Venture as Tenderer.

** : Person signing the Tender shall have the power of attorney given by the Tenderer. The power of attorney shall be attached with the Tender Schedules

Appendix A to Financial Part: Schedules Bill of Quantities (Attached as Annexure-I)

Objectives

The objectives of the Bill of Quantities are:

- (a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and*
- (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.*

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the tendertenderers, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Tenderder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a daywork basis.*
- (b) Nominal quantities for each item of daywork, to be priced by each Tenderder at daywork rates as Tender. The rate to be entered by the Tenderder against each basic daywork item should include the Contractor's profit, overheads, supervision, and other charges.*

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Special Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the tendertenderers in respect of any facilities, amenities, attendance, etc., to be provided by the successful Tenderder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Tenderder to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the tendertendering document. They should not be included in the final documents.

1. Sample Bill of Quantities
(Local Currency and Foreign Currency)
Attached as Annexure-I

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Non-consulting Services in Bank-Financed Procurement

In reference to ITT 4.8 and ITT 5.1, for the information of the Tenderers, at the present time firms, goods and services from the following countries are excluded from this Tendering process:

Under ITT 4.8 (a) and ITT 5.1: [*“none”*]

Under ITT 4.8 (b) and ITT 5.1: [*“none”*]

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

1. The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.
2. Definitions. In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices:
 - (a) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party;
 - (b) “**collusive practice**” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (c) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (d) “**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.
 - (e) “**misuse of resources**” means improper use of the Bank’s resources, carried out either intentionally or through reckless disregard;
 - (f) “**obstructive practice**” means any of the following practices: (i) deliberately destroying, falsifying, altering or concealing of evidence material to a Bank investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and
 - (g) “**theft**” means the misappropriation of property belonging to another party.
3. Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award, or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank’s Policy on Prohibited Practices. Suppliers, contractors, service providers and consultants selected pursuant to the provisions of Section II and

concessionaires selected pursuant to paragraph 14.3 of the Bank's Procurement Instructions for Recipients, as well as the Recipient shall fully cooperate with the Bank (or a cofinancier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the Bank or its representative (including such co-financier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank.

4. Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.
5. If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a co-financier having undertaken an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients):

(a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:

- (i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and
- (ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or implementation of the contract in question; and

(b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring tenderers, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank (and a co-financier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) to inspect all accounts, records, and other documents relating to the submission of tenders and contract performance, and to have them audited by auditors appointed by the Bank.

PART 2 – Works' Requirements

Section VII - Works’ Requirements

1. TERMINOLOGY USED IN TECHNICAL SPECIFICATIONS:

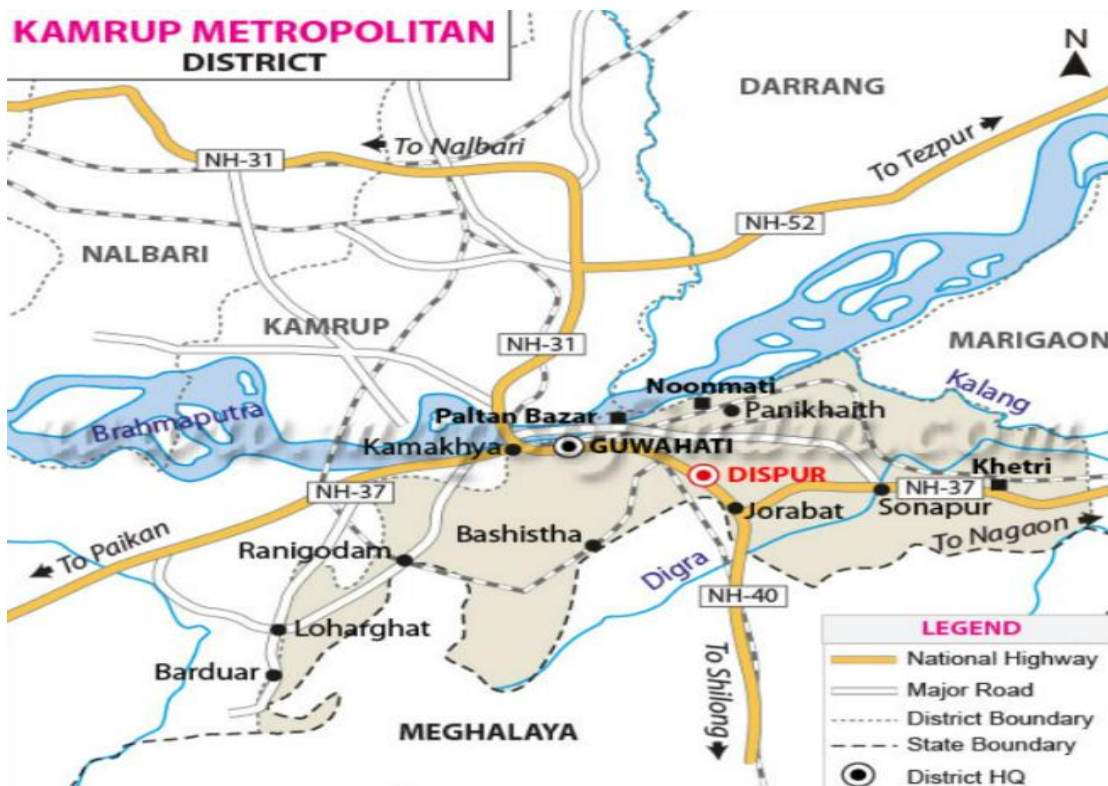
- a) AEGCL, Purchaser, Owner etc., shall mean AEGCL or authorized person by AEGCL.
- b) Tendersder, Supplier, Vendor, Manufacturer shall mean EPC Contractor or represented by him.

2. Project Site information:

The Proposed Survey location for “Approach Road to AEGCL Substation at Chamata (Sonapur)” belongs to Kamrup District, Assam. About 21Km from Khanapara, Guwahati. The surrounding area is mainly open with Digaru River flows on the west side of the AEGCL Campus. Project Coordinate of the Start point: Latitude: N026° 07' 40.22”, Longitude: E092° 00' 16.51" and End point: Latitude: N026° 07' 52.43”, Longitude: E091° 59' 56.69".

Location Map

Fig: Showing the District map & satellite image of The Proposed Road



3. Scope of Supply of Plant and Services

The scope of supply of plant and services in details in the *Bill of Quantities* of this Tendersding Document.

3.1 *The tentative Bill of Quantities are furnished in Price Schedule.*

3.2 *The quantities are provisional in nature and for Tendersding purpose and for Tenders comparison purpose only. Quantities may vary to the extent of (+) 15 % to (-) 15% in terms of total Contract Price.*

3.3 *If any items which is not specifically mentioned in Price Schedule but required to complete the works as per Specification shall deemed to be included in any of the items of these Annexure. Additions, deletions or modification of these items while preparing the Price Tenders by the Tendersder shall render his Tenders non responsive.*

4 Specification

4.1 The Ministry of Rural Development (MoRD) Specifications for Rural Roads published by the (Indian Road Congress) IRC (1st Revision) shall apply.

4.2 For items not covered in the MORD Specifications, the Ministry of Road Transport & Highways (MoRTH) Specifications for Road and Bridge Works (5th Revision) shall be followed.

5 Supplementary Information

6.1 Climatic condition:

Location	Rangia
Outdoor temperature	35° C
Minimum outdoor temperature	40° C
Maximum Oil Temperature	60° C
Maximum relative Humidity	86%
Minimum relative Humidity	65%
Average no of thunderstorm Days per annum	70
Average no of rainy days Per annum	150
No of months of tropical Monsoon conditions	4
Design Ambient Temperature	50° Centigrade

Minimum temperature	0° Centigrade
Wind Zone	Zone 5
Average annual rainfall	3200 mm
Wind Pressure	793 N/m ²
Altitude not exceeding	1000M

6.2 Equipment Selection Criteria:

The equipment to be offered under the specifications shall be of current & proven design by way of commercial operation for a minimum period of three (3) years. Tendersders shall furnish documentary evidence of satisfactory commercial operation / performance of equipment from a minimum of two actual users in the form of authenticated certificate and reference list of Users.

6.3 Approved Manufacturers:

All the equipment and items offered shall be of any one of the approved makes: The equipment shall generally be for use in moderately hot and humid tropical climate conducive to rust and fungus growth unless otherwise specified.

6.4 Site Plan: Annexure-A

6.5 Possession of the Site

The Employer shall give complete possession of the Site to the Contractor fifteen days inadvance of the construction program.

6.6 TECHNICAL SPECIFICATIONS

6.6.1

WORK SCHEDULE:

SITE HANDOVER:

- a) Handing over of the work site will be done in presence of AEGCL Representative and contractor or its authorized representative.
- b) The contractor has to submit the list of manpower along with contact numbers to be engaged for the.
- c) The date of site handing over to be noted on the Site register duly signed by the AEGCL Representative and contractor or its authorized representative.

6.6.2

WORK COMMENCEMENT: -

The work should be started only after having the following documents.

- a) Site Register
- b) Measurement Book
- c) Drawings
- d) Specifications of item & schedule of Quantity
- e) Approved Material after testing as per AEGCL guideline.

6.6.3

SITE REGISTER: -

- a) It will be issued by the department along with the work order.
- b) It will be the responsibility of the Contractor to record and update the site register with details of Day-to-Day activities and other details.
- c) The days on which no work is carried out should be recorded in the site register with proper justification.
- d) Any instruction by AEGCL officials during site visit must be noted properly and should be jointly signed by the official and the contractor or its authorised representative.
In case of any disagreement, the Contractor must notify AEGCL in written.
- e) Any deviation in works must be properly noted in the site register by the Contractor along with proper justification for it.
- f) Progress report along with work completion percentage must be prepared by the Contractor on the basis of site register log and has to be submitted to AEGCL on 1st and 16th date of the month.
- g) Site register shall be verified from time to time by the Site In-charge and any anomalies found will be forwarded to higher authorities in written by the Site In-charge.

6.6.4

WORKING PROCEDURE:

- a) All material samples collected at sources shall be sent to approved lab for testing. The test report shall be approved by the AEGCL only then the material can be procured at site.
- b) Any materials bought to the site of work without approval from AEGCL, those materials will not be accepted and cannot be used in carrying out the work.
- c) All the work must be carried out as per the directions of AEGCL and no deviation from the directions shall be allowed under any circumstances. In case of inevitable discourse, the contractor must get the deviation approved from the

AEGCL.

- d) If any kind of unapproved deviations are observed during the course of the work, the contractor shall have to redo the work as per the direction of AEGCL at the cost of the Contractor.
- e) It shall be the contractor's responsibility to clear any unusable debris/left out materials from the campus of Bijulee Bhawan. No unwanted material can be left unattended by the contractor and the same must be cleared before handing over the site to AEGCL.
- f) The reusable or valuable dismantled materials during the work have to be shifted to a place as decided and directed by the AEGCL.

6.6.5

PERT CHART OR BAR CHART: -

The successful bidder within 10 (ten) days before the contract is awarded will make out a detailed PERT Chart covering all activities along with detailed program chart on accepted scheme indicating various stages of execution, method of execution and completion of work in different stages keeping the period of completion in view and submit the same to the Engineer for the consideration and approval.

6.6.7

GENERAL SPECIFICATION OF WORK:

The intent of this technical specification covers the following:

The work is to be executed as per specifications of the BOQ and Drawing as provided by AEGCL. Any unauthorised deviation is strictly prohibited and any deviation is to be corrected by the contractor at his own risk and cost. In case any item is not covered under specification then the same shall be carried out as applicable Standards and Codes as per employer's requirement. Any item for which specification is not provided herein and is not covered under standard specification shall be executed as per manufacturer guidelines. All materials shall be of best quality conforming to relevant Indian Standards and Codes.

6.6.8

SITE PREPARATION: -

- a) All works required for site preparation will have to be carried out by the contractor at his own expense, whenever directed by the Site In-charge.
- b) The Contractor shall clear the site of unnecessary vegetation to prepare the site for work only as per directions given by the Site In-charge.
- c) Any unnecessary structures are to be demolished and serviceable materials to be stacked and stored as directed by AEGCL.
- d) Any waste or unwanted material has to be disposed by the contractor if ordered by AEGCL. No materials will be allowed to leave the site without the permission

of the Site In-charge.

- e) The Contractor will have to construct roads or any means for transport as instructed by the Site in-charge if the site is not easily accessible.
- f) All water which may accumulate on the site before or during the progress of the works or in trenches and excavations shall be removed and drained out from the site to the satisfaction of the Site In-charge by the Contractor.
- g) Any other work required for adequate preparation of the site shall be carried out by the Contractor.

6.6.9

PROFILE SETTING AND LEVELLING: -

After proper survey the Contractor have to prepare a Contour Map showing the existing levels of that area in respect of the B.M. The same shall have to be submitted to the Employer for scrutiny and approval with a comparison to the Contour Map provided by the Employer. Profile setting and levelling for the site has to be carried out by the Contractor for finding the amount of earth cutting and filling that will be required for setting the Final Ground Level, Tie Beam Level and to find the amount of excavation to be done for required foundation depth. After proper survey the Contractor have to prepare a Contour Map showing the existing levels of that area in respect of the B.M. The same shall have to be submitted to the Employer for scrutiny and approval.

6.6.10

SETTING OF LAYOUTS: -

- a) The Site In-charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the works and the Contractor shall set out the works and be responsible for the accuracy of the same.
- b) He shall rectify at his own cost and to the satisfaction of the Site In-charge any error found at any stage which may arise through in accurate setting out unless such error is based on incorrect data furnished in writing by the Site In-charge, in which case the cost of rectification shall be borne by the Corporation.
- c) The Contractor shall protect and preserve all bench marks used in setting out the works till end of the Defects Liability Period unless the Site In-charge directs their earlier removal.

6.7

APPROACH ROAD

I. Construction of Embankment & Preparation of Subgrade: -

- a) The soil to be used for filling purposes shall be from the excavated earth or from borrow pits, as directed by AEGCL. Soil shall be thoroughly consolidated in layers not exceeding two hundred (200) millimetres in depth.

- b) The method and equipment(Vibrator Roller) shall be used to compact the fill material to a desired density that will give the allowable soil bearing pressure required for the roads construction in each layer of fill material. Each layer of earth embankment when compacted shall be as close to optimum moisture content (OMC) as practicable. Embankment material which does not contain sufficient moisture to obtain proper compaction shall be wetted. If the material contains an excess of moisture, then it shall be allowed to dry before rolling. The rolling shall begin at the edges overlapping half the width of the roller each time and progress to the center of the road or towards the building as applicable. Rolling will also be required on rockfills. No compaction shall be carried out in rainy weather.
- c) At all times unfinished construction shall have adequate drainage. Upon completion of the road's surface course, adjacent shoulders shall be given a final shaping, true alignment and grade.
- d) The density to which fill material shall be compacted shall be as per relevant IS and as per direction of Authorised representative of AEGCL. All compacted sand filling shall be confined as far as practicable. Backfilled earth shall be compacted to minimum 95% of the Standard Proctor's density at OMC. The subgrade for the roads and embankment filling shall be compacted to minimum 95% of the Standard Proctor's density at OMC. Proctor test to be done at site in the presence of Employer.
- II. **Construction of granular sub-base:** - The GSB to be used for preparation for sub base course purposes shall be from the approved sources by AEGCL. Material used shall be (grading II material type) as per IRC and shall be closed graded material, spreading in uniform layers with motor grader on prepared surface, mixing by mix in place method with rotavator at OMC, and compacting with smooth vibratory roller to achieve the desired density, complete as per clause 401(including all lifts and leads) including cost of testing of materials at site and laboratory as directed by the department .
- III. **Construction of Wet Mix Macadam:** - The WMM to be used for preparation for base course purposes shall be from the approved sources by AEGCL. Graded stone aggregate used shall be used .Graded stone aggregate shall be spread and compacted to wet mix macadam specification including premixing the Material with water at OMC in mechanical mix plant carriage of mixed Material by tipper to site, laying in uniform layers with paver in sb-base/base course on well prepared surface and compacting with vibratory roller to achieve the desired density (including carriage of mixed materials up to 10.0 Km initial lead from mixing plant) including cost of testing of materials at site and laboratory as directed by the department
- IV. **Application of Primer Coat :** - Primer coat shall be applied with bitumen emulsion on prepared surface of granular base including clearing of road surface and spraying primer at the rate of 0.60 kg/sqm using mechanical means (including cost of testing of materials at site and laboratory as directed by the deptt.) B.

Primer @ 1.00 kg per sqm (i)with bitumen emulsion - css- 1h

- V. **Application of Tack Coat** : - Providing and applying tack coat with bitumen emulsion using emulsion pressure distributor at the rate of 0.20 kg/sqm, on the prepared bituminous granular surface cleaned with mechanical broom (including cost of testing of materials at site and laboratory as directed by the department)
(ii) With bitumen emulsion (CR-1) (IS-8887-2004)
- VI. **Laying dense Bituminous Macadam** : - Providing and laying dense bituminous macadam with 100-120 TPH batch type HMP producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 4.0 to 4.5% by weight of total mix and filler transporting the hot mix to work site, laying with hydro static paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoSRT & H cl. no. 507 complete in all respect (including carriage up to initial lead of 5.0 km from quarry and carriage of mixed materials up to 10.0 km initial lead from mixing plant 9 including cost of testing of material at site and laboratory)
A. With hydrated lime/cement as filler (a) With 60/70 or VG-30 grade bitumen
(ii) For grading -II (19 mm nominal size)
- VI. **Laying dense Bituminous Concrete** :- Providing and laying bituminous concrete with 100-120 TPH batch type hot mix plant producing an average output of 75 tonnes per hour using crushed aggregates of specified grading, premixed with bituminous binder @ 5.4 to 5.6 % of mix and filler transporting the hot mix to work site , laying with hydro static paver finisher with sensor control to the required grade, level and alignment, rolling with smooth wheeled, vibratory and tandem rollers to achieve the desired compaction as per MoSRT & H cl. no. 509 complete in all respect (including carriage up to initial lead of 5.0 km from quarry and carriage of mixed materials up to 10.0 km initial lead from mixing plant (Including cost of testing of material at site and laboratory)
a) With hydrated lime/cement as filler (a) With 60/70 or VG-30 grade bitumen
(ii) For grading - II (13 mm nominal size)
- VII. **Street Lighting** (Providing and erecting street light mounted on a MS tubular poles 540 SP72 of specifications(as per approval of AEGCL) for street lighting, 10m high s, 1.8 m overhang on both sides if fixed in the median and on one side if fixed on the foot path , fixed with 250W LED (including all accessories,control cable wiring etc.) and fixed on the RCC foundation.

6.8

RCC DRAIN, CULVERT, STONE MASSONARY GUARD WALL & PROPERTY WALL

I. EXCAVATION AND BACKFILLING: -

- a) Trenches for foundation and other structures shall be taken out to the levels and dimensions shown on the approved drawings or to such other levels and dimensions as the Engineer-in-charge may direct. The bottom of all excavations shall be carefully levelled and stopped on benches as directed by the Engineer. Any pocket of soft or loose materials and fissures in the bottom pits and trenches shall be removed and the cavities so formed filled or grouted with concrete as directed by Engineer-in-charge. When any excavation has been done and trimmed to the required levels and dimensions, the Engineer-in-charge shall be informed accordingly so that he may inspect the complete pit or trench and no excavation shall be filled in and covered with concrete until it has been inspected and the contractor has been authorized to proceed with work. All surplus excavation not required for refilling shall be deposited in embankments, or otherwise disposed off as directed. The work shall include all necessary sheeting, shoring, bracing, drawing and pumping out water, removal of all legs, stumps, grabs and other deleterious matters, obstructions, necessary for placing the foundations.
- b) When required by the Engineer-in-charge, materials in the last 500mm of depth of the excavations shall not be removed until immediately before the concrete is to be placed.
- c) Refilling of foundation pits and trenches shall be carried out only after the foundation and structure works within the excavation have been inspected and approved by the Engineer-in-charge. Unless otherwise directed by the Engineer-in-charge all fillings shall consists of approved materials. All space between foundation concrete and the sides of excavation shall be refilled to the original surface using approved plant, in single layers not exceeding 250mm loose thickness which shall be watered and completed to a dry density not less than that of the adjoining soil strata. Timber sheeting and other excavation support shall be carefully removed as the filling proceeds but the removal of such supports will not relieve the contractor of his responsibility for the stability of the works.

II. DEWATERING: -

- a) Where water is met with during excavation due to stream flow, seepage, shoring, rain or other reasons, the contractor shall take adequate measures such as bailing, pumping, constructing diversion channel, drainage channel, ponds and other necessary works to keep the foundation trenches dry and to protect the green concrete against damage by eruption or sudden rising of water level.
- b) Approval of the Engineer-in-charge shall be required for any method adopted, for the adequacy of dewatering and protection arrangements and for the sound safety of the work shall be required.

III. PREPARATION OF BASE: -

- a) Any excavation taken out to a greater depth than that required shall be back filled with concrete of the foundation grade at the cost of the contractor. If required sand may be used for backfilling, if permitted by Site In-Charge.
 - b) Refilling of foundation pits and trenches shall be carried out only after the foundation and structure works within the excavation have been inspected and approved by the Engineer-in-charge.
 - c) Unless otherwise directed by the Engineer-in-charge all fillings shall consists of approved materials.
 - d) All space between foundation concrete and the sides of excavation shall be refilled to the original surface using approved plant, in single layers not exceeding 250mm loose thickness which shall be watered and completed to a dry density not less than that of the adjoining soil strata.
- IV. RUBBLE SOLING: -
- a) Rubble in soling should be well placed and the surface after placing of brick should be flat.
 - b) An extension of 300 mm should be maintained on each side of the footing or as specified in the drawing.
- V. PLAIN CEMENT CONCRETE: -
- a) Plain Cement Concrete works must be carried out in dry condition and dewatering should be carried out wherever necessary before placing of concrete.
 - b) The proportion of Plain Cement Concrete should be 1:3:6 or as specified in the drawing and design. The quality of the mix will have to be checked and approved by the Site In-charge.
 - c) Curing should be done properly and as per instructions.
- VI. SHORING AND PROPPING: -
- a) For pits and trenches requiring stabilising of slope, shoring or propping may be carried out at the Contractors own expense.
- VII. REINFORCEMENT: -
- a) All reinforcement shall be cleaned thoroughly by removing loose scales, oil, grease or other deleterious materials. The contractor shall obtain the approval of the Engineer-in-charge or his representative to the reinforcement when fixed in position before any concrete is deposited in the forms.
 - b) Bars shall be bent cold or straightened in a manner to the satisfaction of the

Engineer-in-charge or his representative. Bars bent during transport or handling shall be straightened before using on work. They shall not be heated to facilitate bending. Welding shall be done as per latest IS Code of practice.

- c) All reinforcement bars shall be cut and standard hooks for MS rounds made at ends and accurately placed in position as shown on the approved drawings. They shall be securely held in position before and during concreting by annealed binding wires used for binding the reinforcement which shall be of approved quality soft annealed iron wire not less than 1 mm (18SWG) size, conforming to IS:280.
- d) As far as possible, bars of full length shall be used. Where bars are required or permitted to be lapped by the Engineer-in-charge, or his representative, the over laps shall be staggered for different bars and located at points, along the span where bending moment is not maximum. The concrete measured over the reinforcing bars shall be in accordance with the approved drawings.

VIII. SHUTTERING AND CENTERING: -

- a) Shuttering for concrete shall be made of either metal or timber suitably lined and of substantial and rigid construction true to shape, alignment and dimensions as shown on the approved drawings
- b) Shuttering shall be mortar tight and shall be made sufficiently rigid by the use of ties and bracings to prevent any displacement, deflection or movement of any kind. They shall be strong enough to withstand all pressure, ramming and vibration, movement of persons, materials and plant during and after placing the concrete. Special measures shall be taken to ensure that the form work does not hinder the shrinkage of concrete because without this cracking could occur before the form work is removed.
- c) When the Shuttering is ready for commencing concreting, the contractor shall inform the Site-in-charge or his representative to inspect and accept the shuttering as to their strength, alignment and general fitness.
- d) If the Site-in-charge is satisfied with the quality of shuttering then may allow the contractor for pouring concrete.
- e) Poor or old shuttering should not be used. The Site In-Charge at his own discretion may reject any shuttering material if found not satisfactory.

IX. REINFORCED CEMENT CONCRETE: -

- a) Optimum quantity of water shall be mixed to produce the design mix/nominal mix concrete of required workability.
- b) Workability shall be such that the concrete surrounds and properly grips all

reinforcement.

- c) The degree of consistency, which shall depend upon nature of work and method of vibration of concrete, shall be determined by regular slump tests to be carried out by the contractor at his cost.
- d) Usually for mass concrete in RCC works where vibrations are used the slumps shall be within 10mm to 25mm.
- e) The frequency of such tests and the natures of slumps shall be maintained within the limits specified by the Engineer-in-charge.
- f) The Engineer-in-charge also reserves the right to carry out slump tests independently at his own discretion.
- g) Cube moulds should be prepared for destructive testing randomly as per instructions giver by Engineer In-charge.
- h) Cement shall have to be weighed from bulk stocks at site and not by bags. It shall be weighed separately from the aggregates.
- i) Water shall either be measured by volume in calibrated buckets or weighed. All necessary equipment shall be maintained in a clean and serviceable condition. Their accuracy shall be periodically checked.
- j) Honeycombed RCC structure should be dismantled immediately and reconstructed.
- k) If Reinforced Cement Concrete works include Stone masonry works then stone masonry works should be carried out in stages. After completing one stage mortar droppings shall be cleaned and Reinforced Cement Concrete works should be done before starting the second stage of stone masonry work.

X. STEEL WORKS: -

- a) Any kind of steel structural work such as roof truss, door, window, grill, roofing etc. must be carried out in accordance to relevant IS codes, approved drawing, specifications and as per directions of the Engineer In-charge.

XI. STONE MASONRY: -

- a) Stones used should generally be small enough to be lifted and placed by hand.
- b) The lengths of the stones should not exceed three times the height and, the breadth on base should not be greater than three-fourth of the thickness of the wall, not less than 15 cm.
- c) The height of stones may be up to 30 cm.

- d) Stones with round surface should not be used.
- e) All stones should be wetted before use.
- f) Percentage of water absorption shall not be more than 5%.
- g) Mortar proportion for Stone Masonry works should be 1:6.

XII. WEEP HOLES: -

- a) Sufficient No of weep holes including provision of Asbestos pipes (in the weep hole portion only) in abutments, wing and retaining walls is to be provided as directed by the Engineer-in-charge with contractors own labour, materials etc. No extra payments will be admissible for provision of the weep holes in RCC/Brick compound boundary wall and no deduction from quantity of concrete/Brick work shall be made for weep holes.

XIII. BRICK MASONRY:-

- a) Brick work in cement mortar with 1st class brick including racking out joints and dewatering if necessary, and curing complete as directed in sub-structure up to plinth level. Cement Mortar used should be in 1:4 proportion.

XIV. CONSTRUCTION JOINT: -

- a) All construction joints horizontal or vertical shall be at predetermined position according to approved drawing or as directed by the Engineer-in-charge. Prior to commencement of fresh concreting over any construction joint which has set but hardened, the removal of laitance and roughening shall be done by wire brushing and washing and care shall be taken to avoid dislodgement of coarse aggregates.
- b) At construction joints where the concrete has hard, any skin or laitance shall be thoroughly hacked, swept cleaned and washed with clean fresh water. The surplus water shall be removed immediately before depositing fresh, concrete. The neat cement, grout shall be followed by 13mm thick layer of cement mortar of same proportion as in concrete and the concreting resumed immediately thereafter. The first batch of fresh concrete shall be forced hard on to the mortar layer and the set faces, angles and corners by means of compacting tools, vibrators etc. and the damping effect on vibration in such position shall be allowed for.
- c) Construction joints shall be avoided as far as possible in case of structure, especially at tensile zones. Where unavoidable, concreting shall be carried out continuously up to such joints which shall preferably to transverse to the line of main compression. However, in all cases, the position of construction joints shall be predetermined and got approved by the Engineer-in-charge.

XV. PLASTERING: -

- a) Surfaces to be rendered must be cleaned and made free from all dust, loose materials, grease, etc, and be well wetted for a few hours (the wall should not be soaked but only damped evenly); but the wall should not be too wet.
- b) Plaster may be applied in one or two coats. No single coat should exceed 12 mm in thickness as thick coats shrink more and crack.
- c) Plaster work on new construction should be deferred as much as possible so as to let shrinkage in reinforced concrete and masonry take place before plastering.
- d) General proportion for cement plaster should be 1:4.

XVI. CURING: -

- a) Curing should be done as soon as possible after concrete is placed and when initial set has occurred and before it has hardened. It should be continued for a minimum period of 7 to 12 days when normal (Portland) cement is used, 4 to 7 days when rapid hardening cement is used, and should be kept thoroughly wet for 24 hours when high alumina cement is used.
- b) Vertical surfaces may be covered with hanging curtains. Columns and small members shall be cured by wrapping round them wet sacks or by sprinkling water continuously. On vertical surfaces it should be checked that the wet fabric is in contact with the surface.
- c) Water should be sprinkled on the underside of beams and slabs for proper curing.

XVII. PRIMING AND PAINTING: -

- a) As per specifications in the schedule of quantity.

XVIII. CONCRETE PAVEMENT PAVERS BLOCK:

- a) Block testing report of every batch of Concrete pavers block must be submitted to the Engineer In-charge. In case of non-submission of quality reports, AEGCL reserves the right to discard the batch of material before or after construction of approach road at the location is complete.

XIX. ACOUSTIC MATERIALS:

- a) The procurement of acoustic materials should be done as per the items and specifications provided by AEGCL. If there are any unauthorised deviations in this regard, AEGCL reserve the right to reject the materials. In this case, the Contractor has to provide the mentioned materials at his own cost.

7. QUALITY CONTROL.

- a) If desired by AEGCL, the contractor must perform the test on construction materials. These tests listed in the document should be carried out as per Indian Standard Code specifications of the respective tests. Proper records of these tests should be maintained.
- I. Tests for fresh concrete:
 - a) Workability: To determine the workability of fresh concrete by slump test as per IS: 1199-1959.
- II. Tests on Hardened Concrete:
 - a) Non-destructive tests:
 - Rebound hammer test: To assess the likely compressive strength of concrete by using rebound hammer as per IS:13311(Part 2)-1992
 - Compression test: to determine the compressive strength of concrete specimens as per IS:516-1959
- III. Tests on Brick:
 - Testing of brick should be done as per IS 1077:1992 and related IS Codes
 - a) Compressive strength test: IS 3495(Part-1): 1992
 - b) Water Absorption test: IS 3495(Part-2) : 1992
 - c) Efflorescence test: IS 3495(Part-3) : 1992
- IV. Tests for Steel:
 - a) Physical test :Tensile strength ,Rebend test, bend test.
- V. Tests for aggregate
 - a) Impact test
 - b) Soundness Test
 - c) Crrusing Value
 - d) Abrasion Test
- VI. Tests for sand
 - a) Sieve analysis
 - b) Bulking of sand etc

- VII. Tests for Cement OPC/PPC
 - a) Chemical compaction
 - b) Consistency test etc.
- VIII. Tests for OMC & MDD
 - a) OMC and MDD shall be conducted on earth from borrow pits.
- IX. Tests for Compaction
 - a) Compaction test to be carried out for every 200 mm layer as per latest standard code and specification
- X. Field California Bearing Ratio Test
 - a) This test shall be carried out to obtain the properties of soil required for the construction of roads. The equipment and accessories required for carrying out the test, test procedure, recording of observations and presentation of results shall confirm to IS 2770 part XXXI. The test locations of CBR test shall be on the road locations as per GA drawing. These tests shall be performed on remoulded and undisturbed, soaked and un soaked samples.

8. DRAWINGS:

Applicable drawings of RCC Drain cum footpath, Cantilever, Toe Wall, Crosssection of Road and Plan is enclosed as Annex.C

Environmental, social, health and safety requirements

The contractor shall follow the policies stipulated by the Bank (AIIB) and comply with the requirements as per the policy. The policies/strategies can be obtained from the following link:

https://www.aiib.org/en/policies-strategies/download/environment-framework/AIIB-Environmental-and-Social-Framework_ESF-November-2022-final.pdf

The key social and environmental aspects that are / may be associated with the Project relate to AEGCL's environment and social assessment, corporate environmental, social and health and safety management system and their implementation. In the context of the Project, the key social and environmental issues, which will have to be managed under environment and social management system include: impacts on households due to restrictions/ constraints in the proposed ROW, crop damage and loss of trees during construction; employee and community health and safety impact during construction and operation; community consultation and engagement; labor working conditions including employee and contract labor health and safety; impacts due to emissions to soil, air and water during construction and operation ; and potential impacts on biodiversity and cultural heritage. The Charges for Implementation of the above shall be included in the quoted price of the tenderer.

7.2 GENERIC ENVIRONMENTAL AND SOCIAL MANAGEMENT PLAN (ESMP):

Contractors have to comply the Generic ESMP which is attached as **Annexure-A** and is integral part of the tender document. The cost of compliances shall be included in the quoted amount by the Tendersder.

Drawings

Design, drawings, standards and guidelines of the Rural Roads Manual (IRC:SP: 20-2002) and other relevant IRC Standards, Codes etc. are to be followed for all weather rural road. The final decision of the engineer in-charge shall be final.

The contractor will furnish drawings/ documents as per attached drawing schedule. Circulation of drawings/ documents shall be strictly followed during contract stage. Any equipment purchased by the contractor without the approved drawing will be treated as a breach of contract.

The drawings/Documents which require the Employer's approval shall be as per the under mentioned sequence:

- i. Submission of drawings shall begin within 45 days from award of contract.
- ii. AEGCL shall convey the approval / acceptance/ rejection /observations on these drawings & documents within **20 days.**
- iii. Resubmission of drawings shall be made within 10 days.
- iv. The same sequence shall follow till final approval, but contractor shall make best efforts to obtain approvals in first submission in order to avoid delays in approval & project execution.
- v. **6 sets of drawings in white plots in AutoCAD of 2007 version or above and readable and editable softcopies shall be submitted for approval till approval is obtained.**
- vi. 6 sets of AS-BUILT drawings shall be submitted along with softcopies.
- vii. **6 sets of hard copies of drawings shall be submitted to the design wing of AEGCL (civil and electrical) for necessary checking.**
- viii. Drawing has to be submitted in sequence as per list of drawings as Approved by Employer's.
- ix. The list of drawings and documents has to be submitted by EPC for approval of Employer's.

Supplementary Information

Climatic condition:

Particulars	Parameters
Outdoor temperature	35° C
Minimum outdoor temperature	40° C
Maximum Oil Temperature	60° C
Maximum relative Humidity	86%
Minimum relative Humidity	65%
Average no of thunderstorm Days per annum	70
Average no of rainy days Per annum	150
No of months of tropical Monsoon conditions	4
Design Ambient Temperature	50° Centigrade
Minimum temperature	0° Centigrade
Wind Zone	Zone 5
Average annual rainfall	3200 mm
Wind Pressure	793 N/m ²
Altitude not exceeding	1000M

PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

These 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.

These General Conditions of Contract have been developed based on considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump-sum contracts.

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General Conditions of Contract

A. General

1. Definitions

- 1.1 Boldface type is used to identify defined terms.
- (a) The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
 - (b) The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
 - (c) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
 - (d) Bank means the financing institution **named in the PCC**.
 - (e) Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
 - (f) Compensation Events are those defined in GCC Clause 42 hereunder.
 - (g) The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
 - (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 Sub-Clause 2.3 below.
 - (i) The Contractor is the party whose Tender to carry out the Works has been accepted by the Employer.
 - (j) The Contractor's Tender is the completed tendering 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 Project Manager upon correction of defects by the Contractor.
- (p) The Defects Liability Period is the period **named in the PCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- (q) Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, 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) “In writing” or “written” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The Initial Contract Price is the Contract Price listed in the Employer’s Letter of Acceptance.
- (v) 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.
- (w) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) 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.

- (z) PCC means Particular Conditions of Contract.
- (aa) The Site is the area **defined as such in the PCC**.
- (bb) Site Investigation Reports are those that were included in the tendering document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) 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.
- (ee) 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.
- (ff) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A Variation is an instruction given by the Project Manager which varies the Works.
- (hh) 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, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. 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) Agreement,
- (b) Letter of Acceptance,
- (c) Contractor’s Tender,
- (d) Particular Conditions of Contract,
- (e) General Conditions of Contract, including Appendices,
- (f) Specifications,
- (g) Drawings,
- (h) Bill of Quantities,¹ and
- (i) 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) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or
 - (b) 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 that country or any payments to any country, person, or entity in that country.
- 4. Project Manager’s Decisions**
- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.
- 5. Delegation**
- 5.1 Otherwise **specified in the PCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
- 6. Communications**
- 6.1 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.

¹ In lump-sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

- 7. Subcontracting** 7.1 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.
- 8. Other Contractors** 8.1 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.
- 9. Personnel and Equipment** 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Tender, to carry out the Works 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 Tender.
- 9.2 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 seven days and has no further connection with the work in the Contract.
- 9.3 If the Employer, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.
- 10. Employer's and Contractor's Risks** 10.1 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.
- 11. Employer's Risks** 11.1 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.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to

- (a) a Defect which existed on the Completion Date,
- (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
- (c) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

12.1 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.

13. Insurance

13.1 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.

13.2 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.

13.3 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.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

16.1 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.

17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 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.

18. Safety and Protection of the

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

- Environment** 18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.
- 19. Discoveries** 19.1 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.
- 20. Possession of the Site** 20.1 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.
- 21. Access to the Site** 21.1 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.
- 22. Instructions, Inspections and Audits** 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 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.
- 22.3 Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and subconsultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).]
- 23. Appointment** 23.1 The Adjudicator shall be appointed jointly by the Employer and

**of the
Adjudicator**

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.

23.2 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 **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

**24. Procedure for
Disputes**

24.1 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.

24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

24.3 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.

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

**25. Fraud and
Corruption**

25.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix A to the GCC.

25.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering

process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26. Program

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 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.

27. Extension of the Intended Completion Date

- 27.1 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.
- 27.2 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.

- 28. Acceleration**
- 28.1 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.
- 28.2 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.
- 29. Delays Ordered by the Project Manager**
- 29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 30. Management Meetings**
- 30.1 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.
- 30.2 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.
- 31. Early Warning**
- 31.1 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.
- 31.2 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.

C. Quality Control

- 32. Identifying Defects** 32.1 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.
- 33. Tests** 33.1 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.
- 34. Correction of Defects** 34.1 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.
- 34.2 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.
- 35. Uncorrected Defects** 35.1 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.

D. Cost Control

- 36. Contract Price** 36.1 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.
- 37. Changes in the Contract Price** 37.1 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 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Employer.
- 37.2 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.

38. Variations

- 38.1 All Variations shall be included in updated Programs produced by the Contractor.
- 38.2 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.
- 38.3 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.
- 38.4 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.
- 38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 38.6 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 Sub-Clause 39.1 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.
- 38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle cost) the Employer may incur in implementing

the value engineering proposal; and

- (c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the contract completion period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the Facilities; or
- (d) yields any other benefits to the Employer,

without compromising the functionality of the Works.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the PCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash Flow Forecasts

39.1 When the Program, 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.

40. Payment Certificates

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

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

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

40.4 The value of work executed shall comprise the value of the

quantities of work in the Bill of Quantities that have been completed.

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

40.6 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.

41. Payments

41.1 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.

41.2 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.

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

41.4 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.

42. Compensation Events

42.1 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 Sub-Clause 20.1.
- (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 tenderers (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.

42.2 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.

42.3 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.

42.4 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.

43. Tax

43.1 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 tenders 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 Clause 44.

44. Currencies

44.1 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 Tender.

45. Price Adjustment

45.1 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 specified below applies to each Contract currency:

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

where:

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

A_c and B_c are coefficients² **specified in the PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency "c;" and

Imc is the index prevailing at the end of the month being invoiced and Ioc is the index prevailing 28 days before Tender opening for inputs payable; both in the specific

² 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 formulae for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

currency “c.”

45.2 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.

46. Retention

46.1 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.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 51.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

47. Liquidated Damages

47.1 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.

47.2 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 Sub-Clause 41.1.

48. Bonus

48.1 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.

49. Advance Payment

49.1 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.

49.2 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.

49.3 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.

50. Securities

50.1 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 or surety 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, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51. Dayworks

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

51.2 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 two days of the work being done.

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

52. Cost of Repairs

52.1 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.

E. Finishing the Contract

- 53. Completion** 53.1 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 whole of the Works is completed.
- 54. Taking Over** 54.1 The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.
- 55. Final Account** 55.1 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.
- 56. Operating and Maintenance Manuals** 56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates **stated in the PCC**.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates **stated in the PCC** pursuant to GCC Sub-Clause 56.1, 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.
- 57. Termination** 57.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 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 Contractor does not maintain a Security, which is required;
- (g) 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**; or
- (h) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

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

57.4 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.

57.5 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 Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58. Payment upon 58.1 If the Contract is terminated because of a fundamental breach

Termination

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 **specified 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.

58.2 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.

59. Property

59.1 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.

60. Release from Performance

60.1 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 afterwards to which a commitment was made.

61. Suspension of Bank Loan or Credit

61.1 In the event that the Bank 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 of such suspension within 7 days of having received the Bank's suspension notice.
- (b) If the Contractor has not received sums due to it within the 28 days for payment provided for in Sub-Clause 40.1, the Contractor may immediately issue a 14-day termination notice.

APPENDIX A TO GENERAL CONDITIONS

(Text in this Appendix shall not be modified)

Prohibited Practice

3. The Bank requires that the Recipient (and all other beneficiaries of the Bank financing), as well as tenderers, suppliers, contractors, concessionaires and consultants under Bank-financed contracts for the Project, observe the highest standard of transparency and integrity during the procurement, execution and implementation of such contracts.
4. Definitions. In pursuance of this policy, the Bank defines the terms set forth below as Prohibited Practices:
 - (h) “**coercive practice**” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party;
 - (i) “**collusive practice**” means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (j) “**corrupt practice**” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (k) “**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.
 - (l) “**misuse of resources**” means improper use of the Bank’s resources, carried out either intentionally or through reckless disregard;
 - (m) “**obstructive practice**” means any of the following practices: (i) deliberately destroying, falsifying, altering or concealing of evidence material to a Bank investigation; (ii) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice; (iii) failing to comply with requests to provide information, documents or records in connection with a Bank investigation; (iv) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (v) materially impeding the exercise of the Bank’s contractual rights of audit or inspection or access to information; and
 - (n) “**theft**” means the misappropriation of property belonging to another party.

6. Any occurrence, or suspected occurrence, of a Prohibited Practice in the procurement, award, or implementation of a Bank-financed contract is dealt with in accordance with the provisions of the Bank's Policy on Prohibited Practices. Suppliers, contractors, service providers and consultants selected pursuant to the provisions of Section II and concessionaires selected pursuant to paragraph 14.3 of the Bank's Procurement Instructions for Recipients, as well as the Recipient shall fully cooperate with the Bank (or a cofinancier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) in any investigation into an alleged Prohibited Practice to be carried out pursuant to the Policy on Prohibited Practices, and permit the Bank or its representative (including such co-financier) to inspect such of their accounts and records as may be relevant for such investigation and to have such records and accounts audited by the auditors appointed by the Bank.
7. Provisions to this effect are included in the Legal Agreements and the procurement contracts with such entities.
8. If the Project is financed by a sovereign-backed loan, the Bank (or, where relevant, a cofinancier having undertaken an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients):
 - (a) may take any of the following additional actions in connection with a Prohibited Practice under the Project:
 - (i) reject a proposal for award if it determines that the tenderer recommended for award, or any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers or their employees, has, directly or indirectly, engaged in a prohibited practice in competing for the contract in question; and
 - (ii) cancel the undisbursed portion of the loan allocated to a contract (and require reimbursement of the disbursed portion of the loan allocated to the contract) if it determines at any time that representatives of the Recipient or of a recipient of any part of the proceeds of the loan engaged in a prohibited practice during the procurement, administration or implementation of the contract in question; and
 - (b) requires that a clause be included in tender documents and in contracts financed by the Bank loan, requiring tenderers, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank (and a cofinancier undertaking an investigation pursuant to paragraph 6.1 of the Bank's Procurement Instructions for Recipients) to inspect all accounts, records, and other documents relating to the submission of tenders and contract performance, and to have them audited by auditors appointed by the Bank.

APPENDIX B

Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

[Note to Employer: the following metrics may be amended to reflect the Employer's environmental, social, health and safety policies and/or the ESHS requirements of the project. The metrics that are required should be determined by the ESHS risks of the Works and not necessarily by the scale of the Works]

Metrics for regular reporting:

- a. environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
- b. health and safety incidents, accidents, injuries and all fatalities that require treatment;
- c. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
- d. status of all permits and agreements:
 - i. work permits: number required, number received, actions taken for those not received;
 - ii. status of permits and consents:
 - *list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);*
 - *list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);*
 - *identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);*
 - *for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).*

- e. health and safety supervision:
 - i. safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
 - ii. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f. worker accommodations:
 - i. number of expats housed in accommodations, number of locals;
 - ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);
- h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);
- i. training:
 - i. number of new workers, number receiving induction training, dates of induction training;
 - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii. number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (this reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.
- j. environmental and social supervision:
 - i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;

- ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - iii. community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. *Grievances*: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
- i. Worker grievances;
 - ii. Community grievances
- l. Traffic and vehicles/equipment:
- i. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. Environmental mitigations and issues (what has been done):
- i. dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
 - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken this month at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;

- iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - v. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - vii. details of tree plantings and other mitigations required undertaken in the reporting period;
 - viii. details of water and swamp protection mitigations required undertaken in the reporting period.
- n. compliance:
- i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iii. compliance status of GBV/SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
 - v. 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, etc. Cross-reference other sections as needed.

Section IX - Particular Conditions of Contract

Except where otherwise specified, all Particular Conditions of Contract should be filled in by the Employer prior to issuance of the tendering document. Schedules and reports to be provided by the Employer should be annexed.

A. General	
GCC 1.1 (d)	The financing institution is: Asian Infrastructure Investment Bank
GCC 1.1 (r)	The Employer is Assam Electricity Grid Corporation Limited , Bijulee Bhawan, Paltanbazar, Guwahati, Assam, India <i>Name of authorized representative: Sri Loknath Choudhury, CGM(PP&D)</i>
GCC 1.1 (v)	The In-tended Completion Date for the whole of the Works shall be 12 Months from Contract Effective Date
GCC 1.1 (y)	The Project Manager is Assistant General Manager, 132/33kv Khilipara Grid Substation, AEGCL
GCC 1.1 (aa)	The Site is located at <i>Chamta Pathar, Sonapur, Assam</i> and is defined in Site Plan attached as Anneure-A
GCC 1.1 (dd)	The Start Date shall be <i>[insert date]</i> .
GCC 1.1 (hh)	The Works consist of <i>[insert brief summary, including relationship to other contracts under the Project]</i> .
GCC 1.1 (ii)	The following is added as GCC 1.1. (ii) “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.
GCC 2.3(i)	The following documents also form part of the Contract: (i) Contractor’s Environment and Social Management Plan (C-ESMP) as per clause no. 11.2(h); and (ii) Code of Conduct (ESHS).
GCC 3.1	The language of the contract is <i>English</i> . The law that applies to the Contract is the law of <i>India</i>

GCC 9.1	<p>Key Personnel</p> <p>GCC 9.1 is replaced with the following:</p> <p>Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Tender, to carry out the Works 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 Tender.</p> <p>[insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature.]</p>
GCC 9.2	<p>Code of Conduct (ESHS)</p> <p>The following is inserted at the end of GCC 9.2:</p> <p>“The reasons to remove a person include behavior which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence (GBV), sexual exploitation or abuse illicit activity or crime).”</p>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be:</p> <ul style="list-style-type: none"> (a) for loss or damage to the Works, Plant and Materials: <i>[insert amounts]</i>. (b) For loss or damage to Equipment: <i>[insert amounts]</i>. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>[insert amounts]</i>. (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor’s employees: <i>[amount]</i>. (ii) of other people: <i>[amount]</i>.
GCC 14.1	<p>Site Data are: <i>[list Site Data]</i></p>
GCC 16.1 (add new 16.2)	<p>ESHS Management Strategies and Implementation Plans</p> <p>The following is inserted as a new sub-clause 16.2:</p> <p>“ 16.2 The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to</p>

	<p>select ancillary features such as quarries and borrow pits), unless the Project Manager is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Contractors Environmental and Social Management Plan and Code of Conduct, submitted as part of the Tender and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Project Manager’s prior approval, such supplementary Contractor’s Environmental and Social Management Plan (C-ESMP) as are necessary to manage the ESHS risks and impacts of ongoing works. The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Project Manager.”</p>
GCC 20.1	The Site Possession Date(s) shall be: <i>[insert location(s) and date(s)]</i>
GCC 24.4	Institution whose arbitration procedures shall be used:
B. Time Control	
GCC 26.1	The Contractor shall submit for approval a Program for the Works within 28 days from the date of the Letter of Acceptance.
GCC 26.2	<p>ESHS Reporting</p> <p>Inserted at the end of GCC 26.2:</p> <p>“In addition to the progress report, the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B. In addition to Appendix B reports, the Contractor shall also provide immediate notification to the Project Manager of incidents in the following categories. Full details of such incidents shall be provided to the Project Manager within the timeframe agreed with the Project Manager.</p> <ul style="list-style-type: none"> (a) confirmed or likely violation of any law or international agreement; (b) any fatality or serious (lost time) injury; (c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the

	<p>boundary)</p> <p>(d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or</p> <p>(e) any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse or defilement, or other violations involving children.</p>
GCC 26.3	<p>The period between Program updates is <i>14</i> days.</p> <p>The amount to be withheld for late submission of an updated Program is <i>10% of each RA bill</i>.</p>
C. Quality Control	
GCC 34.1	The Defects Liability Period is: <i>365</i> days from date of completion.
D. Cost Control	
GCC 38.2	<p>At the end of 38.2 add after the first sentence:</p> <p>“The Contractor shall also provide information of any ESHS risks and impacts of the Variation.”</p>
GCC 40	<p>Add new GCC 40.7:</p> <p>“40.7 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Project Manager, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Project Manager, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <p>(i) failure to comply with any ESHS obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;</p>

	<p>(ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;</p> <p>(iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;</p> <p>(iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;</p> <p>(v) failure to submit ESHS report/s (as described in Appendix C), or failure to submit such reports in a timely manner;</p> <p>(vi) failure to implement remediation as instructed by the Project Manager within the specified timeframe (e.g. remediation addressing non-compliance/s).</p>
GCC 44.1	The currency of the Employer’s country is: <i>[Indian Rupees (INR)]</i> .
GCC 46.1	The proportion of payments retained is: 10% which will be released on issuance of completion certificate from the Project Manager of AEGCL
GCC 47.1	The liquidated damages for the whole of the Works are 0.07 % per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
GCC 49.1	The Advance Payments shall be: <i>NIL</i>
GCC 50.1	The Performance Security amount is <i>10% of the Contract Price is payable, or in a freely convertible currency acceptable to the Employer</i> (a) Bank Guarantee: <i>10% of contract Price and amount(s)]</i> .
E. Finishing the Contract	
GCC 57.2 (h)	The maximum number of days is: <i>[insert number; consistent with Clause 47.1 on liquidated damages]</i>
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is <i>[insert percentage]</i> .

Section X - Contract Forms

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Letter of Acceptance

[on letterhead paper of the Employer]

..... *[date]*.....

To: *[name and address of the Contractor]*

Subject: *[Notification of Award Contract No.]*

This is to notify you that your Tender dated for execution of the **Construction of Approach Road for 400/220/132Kv Substation at Sonapur including construction of CD works, RCC drain cum FP, RCC toe wall etc and identification number AEGCL/MD/AIIB/PACKAGE-H 1/2023/02-H1]** for the Accepted Contract Amount of *[insert amount in numbers and words and name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are requested to furnish the Performance Security and an Environmental, Social, Health and Safety Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form, of the tendertendering document.

[Choose one of the following statements:]

We accept that _____ *[insert the name of Adjudicator proposed by the Tenderer]* be appointed as the Adjudicator.

[or]

We do not accept that _____ *[insert the name of the Adjudicator proposed by the Tenderder]* 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 ITT 50.1 and GCC 23.1.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between
 . *[name of the Employer]*. (hereinafter “the Employer”), of the one part, and
 . *[name of the Contractor]*.(hereinafter “the Contractor”), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Acceptance
 - (b) the Letter of Tender Technical and Financial Parts
 - (c) the addenda Nos _____(if any)
 - (d) the Particular Conditions of Contract
 - (e) the General Conditions of Contract, including Appendices;
 - (f) the Specification
 - (g) the Drawings
 - (h) Bill of Quantities;¹ and
 - (i) any other document **listed in the PCC** as forming part of the Contract;
3. In consideration of the payments to be made by the Employer to the Contractor as specified 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

¹ In lump-sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by:

Signed by:

for and on behalf of the Employer

for and on behalf the Contractor

in the presence of:

Witness, Name, Signature, Address, Date

in the presence of:

Witness, Name, Signature, Address, Date

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *_ [insert 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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a)

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GCC Clause 53.1. The Employer should note that in the event of an extension of this date 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 [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.