



Government of Himachal Pradesh
Department of Horticulture, Himachal Pradesh
Subtropical Horticulture, Irrigation & Value Addition Project, PMU (HPSHIVA),
Navbahar, Shimla - 171002

Ref: No.: 19-27-EMP-HPSHIVA-CW-12A/2022-23

Dated: 16th June, 2023

E Procurement Tender Notice INVITATION FOR BIDS (IFB) (Retendering)

1. The Government of India, has signed a loan with Asian Development Bank (ADB) towards the cost of **Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project (HPSHIVA)**. Part of this financing will be used for payments under the contract/s named above. Bidding is open to Bidders from eligible source countries of ADB.
2. The Project Director, Himachal Pradesh Subtropical Horticulture, Irrigation & Value Addition Project (HPSHIVA) ("The Employer") on behalf of Govt. of Himachal Pradesh invites bids for "**Field Preparation for Planting, including Layout Planning, Land Levelling and Pit Digging**" (The Works), IFB No. DOH-Field Preparation-CW12A from the interested and eligible bidders. The detailed Bid Document for above mentioned works can be downloaded from Department of Horticulture, H.P. www.hpagrisnet.gov.in/hpagris/horticulture or <http://hptender.gov.in>.

Lot Details	Completion Time (Months)	Bid Security (INR)
Field Preparation for Planting, including Layout Planning, Land Levelling and Pit Digging, Lot 3, Ref No.: CWH/SF/HMR-01, District Hamirpur	18	8,02,000
Field Preparation for Planting, including Layout Planning, Land Levelling and Pit Digging, Lot 4, Ref No.: CWH/SF/HMR-02, District Hamirpur	18	13,78,000

3. Open competitive bidding will be conducted in accordance with ADB's 1S2E Bidding **Procedure** and is open to all Bidders from eligible countries as described in the Bidding Document
4. To obtain further information and inspect the bidding documents, Bidders should contact: Project Director (HPSHIVA), Himachal Pradesh, Shimla – 2, Ph: 0177-2842390, 2841120, Email: pmuhpshiva@gmail.com
5. Key Dates:
 - Date of online publication of Bid Document: **17/06/2023 from 1600 Hours.**
 - Bid document download start and end date: **17/06/2023 from 1600 Hours to 07/07/2023 till 1600 Hours** on <http://hptender.gov.in>.
 - Pre-Bid: **23/06/2023 from 1100 Hours onwards**
 - Date and time of bid submission: **07/07/2023 up to 1600 Hours**
 - Date and time of bid opening: Immediately after the last time of bid submission
 - Bidder shall pay a non-refundable fee of **INR 10,000/-** on account of cost of tender/bid document by Demand Draft in favour of Project Director (HPSHIVA) payable at Shimla, Himachal Pradesh before the last date of bid submission.
 - The Bid Security as described in the Bidding Document should be sent to the Employer's Office before the last date of bid submission.
6. Other Details:
 - The Project Director, HPSHIVA, Himachal Pradesh reserves the right to reject one or all tenders without assigning any reason what so ever.
 - Other details can be seen in bid Document. The officer inviting tender shall not be held liable for any delays due to system failure beyond his control.
 - Any other Corrigendum/ Addendum shall be uploaded in the <http://hptender.gov.in> only

Director of Horticulture (DOH)
Government of Himachal Pradesh



Department of Horticulture, Himachal Pradesh, India

Procurement of Works

1S2E Bidding Procedure

**Bidding Document
of**

**“Himachal Pradesh Subtropical Horticulture, Irrigation
and Value Addition Project (HPSHIVA)”**

For the works of:

**Field Preparation for Planting, including Layout
Planning, Land Levelling and Pit Digging
(DOH - Field Preparation - CW12A)**

June 2023

Procurement of Works

Bidding Document for Procurement of

Field Preparation Works for Planting, including Layout Planning, Land Levelling and Pit Digging

Issued on: 17th June, 2023

Invitation for Bids No.: DOH - Field Preparation - CW12A

OCB No: HPSHIVA/OCB-CWH/FP/2022-23

Employer: Department of Horticulture, Himachal Pradesh

Country: India

Preface

This Bidding Document for the Procurement of Works has been prepared by Department of Horticulture, Government of Himachal Pradesh and is based on the Standard Bidding Document for the Procurement of Works–Small Contracts (*SBD Works-Small -1S2E*) issued by the Asian Development Bank dated **December 2021**.

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

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

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

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

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

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

Invitation for Bids

Date: **17th June 2023**

Loan No: 4291-IND

Loan Title: Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project (HPSHIVA)

Contract Package No: **DOH-Field Preparation-CW12A**

Deadline for Submission of Bids: **07th July 2023**

1. The Government of India, has signed a loan with Asian Development Bank (ADB) towards the cost of **Himachal Pradesh Subtropical Horticulture, Irrigation & Value Addition Project (HPSHIVA)**. Part of this financing will be used for payments under the contracts named above. Bidding is open to Bidders from eligible source countries of ADB.
2. **"The Project Director: PMU, Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project"** ("the Employer") invites sealed bids from eligible Bidders for the construction and completion of works for **"Field Preparation for Planting, including Layout Planning, Land Levelling and Pit Digging"** ("the Works").

Contract Title	Completion Time (Months) for Each LOT	Bid Security (INR)	Date of Issue of Bid Document
Field Preparation for Planting, including Layout Planning, Land Levelling and Pit Digging	Execution = 18	As given in Table below	17/06/2023

Note: For Sectional Completion Schedule, please refer to Schedule 2: Schedule of Completion and Criteria for Liquidated Damages of the Particular Conditions of Contract

Lot No.	Lot Reference No.	District	Bid Security Amount in INR
3.	CWH/FP/HMR-01	Hamirpur	8,02,000
4.	CWH/FP/HMR-02	Hamirpur	13,78,000
Total			21,80,000

Bidders may bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so provided those discounts are included in the Letter of Bid

- Scan copy of the bid security and bid document cost has to be uploaded in the e-procurement portal along with the technical bid.
 - Original bid security and bid document cost has to be submitted before the last date of bid submission in the office of The Project Director: Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project.
5. Open competitive bidding will be conducted in accordance with ADB's Single Stage Two Envelope (1S2E) procedure and is open to all Bidders from eligible countries as described in the Bidding Document.
 6. Only eligible Bidders with the following key qualifications defined in the Bidding Document may participate in this bidding:

- Annual Average Construction Turnover**

Lot No.	Lot No.	District	Average Annual Construction Turnover (AACT) in INR in any 3 consecutive years within the last 5 years (FY 2018-19, 2019-20, 2020-2021, 2021-2022 and 2022-23).			
			Single Entity Bid	One Partner in JV Bid	Each Partner in JV Bid	All Partners Combined in JV Bid
3.	CWH/FP/HMR-01	Hamirpur	4,00,61,000	1,60,24,400	1,00,15,250	4,00,61,000
4.	CWH/FP/HMR-02	Hamirpur	6,88,74,000	2,75,49,600	1,72,18,500	6,88,74,000

- Financial Resources**

Lot No.	Lot Reference No.	District	For Single Entity Bid Financial Resources Amount in INR	For Joint Venture Bid Financial Resources Amount in INR		
				One Partner	Each Partner	All Partners Combined
3.	CWH/FP/HMR-01	Hamirpur	66,77,000	26,70,800	16,69,250	66,77,000
4.	CWH/FP/HMR-02	Hamirpur	1,14,79,000	45,91,600	28,69,750	1,14,79,000

Assessment of Financial Resources shall be based on Bidder's available financial resources less its financial obligations for its current contract commitments which should meet or exceed the total requirement for the Subject Contract of as given in Table above.

- Contracts of Similar Size and Nature**

Participation as a contractor, Joint Venture partner, or Subcontractor, in at least a minimum number of similar contracts specified below that have been satisfactorily and substantially completed [1] as a prime contractor, joint venture member, management contractor or sub-contractor within the last Seven [7] years and that is similar to the proposed works

Lot No.	Lot Reference No.	District	For Single Entity Bid Construction Experience Amount in INR	For Joint Venture Bid Construction Experience Amount in INR (Any partner)
			One Contract of INR	One Contract of INR
3.	CWH/FP/HMR-01	Hamirpur	2,00,31,000	2,00,31,000
4.	CWH/FP/HMR-02	Hamirpur	3,44,37,000	3,44,37,000

The similarity of the Bidder's past contract experience shall be based on:

Experience of General Civil Works Contracts with some elements of **Field Preparation/ Planting/ including Layout Planning/ Land Levelling and Pit Digging**

Specialist Subcontractor Experience (only if required)

This may be complied with by the Bidder or by its proposed Specialist Subcontractor.

Satisfactory completion of Multiple contracts including Excavation for Land Development / Land Preparation / Land Clearance / Trench Digging or other earth work applications for agricultural/horticultural/irrigation work in Hilly and Mountainous Terrains at least 3 years in last 7 years. as per the Table below:

Lot No.	Lot Reference No.	For Single Entity Sub-Contractor Key Construction Experience Amount in INR	For Joint Venture Sub-Contractor Key Construction Experience Amount in INR (Any partner)
		Approx. Earthworks Quantity in CUM	Approx. Earthworks Quantity in CUM
3.	CWH/FP/HMR-01	79,951	79,951
4.	CWH/FP/HMR-02	1,54,669	1,54,669

5. To obtain further information and inspect the bidding documents, Bidders should contact: on working days (from 10.00 to 17:00 hours – IST);

The Project Director/ Procurement Manager / Asst Procurement Manager
(Dr. Devinder Thakur /Dr. Deepak Gupta /Dr. Manoj Sharma)
 Department of Horticulture (DOH) (HPSHIVA),
 Navbahar, Shimla, Himachal Pradesh 171002
 Telephone: **0177-2841120**
 Email Id: **pmuhpshiva@gmail.com, gupta.deepak1768@yahoo.com, manojsharma3006@gmail.com**

6. To download the bidding documents in English, eligible Bidders should

- (a) The bid documents for the work of **“Field Preparation for Planting, including Layout Planning, Land Levelling and Pit Digging.”** shall be available online on the e-Government Procurement System (e-GPS) portal <https://hptenders.gov.in> from **17th June, 2023 from 1600 Hours onwards, till 07th July, 2023 up to 1600 Hours.** The bidding document will appear under the **“Latest Active Tenders”** tab, in the portal. The Bidder can download the bid document only during the date & time mentioned above, after which the same will be removed from the list of Latest Active Tenders. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
- (b) The bidders will pay a nonrefundable “Bid Document cost” of **INR 10,000/- (Indian Rupees Ten Thousand Only)**, as given in point 7 (e), below in the form of Demand Draft (DD) in favor of Project Director, HPSHIVA Project, DoH. **The scan copy of the DD has to be uploaded in the <https://hptenders.gov.in> along with the technical bid. The original Bid Document cost/DD has to be submitted in the office of the Project Director, HPSHIVA Project, DoH before the last date of submission of the bid. Even if the bidder is bidding for multiple lots, bidder has to submit only one DD against the “Bid Document Cost”**

7. Submission of the bid

- (a) For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://hptenders.gov.in>. Any bidder not having the DSC may obtain the same from NIC on payment of requisite fees, before the bid submission deadline.
- (b) Bids must be submitted online on <https://hptenders.gov.in> on or before **07th July, 2023, up to 1600 Hours** and the ‘Technical Part’ of the bids will be opened publicly online on the same day immediately after the bid submission deadline. The “Financial Part” shall remain unopened in the e-procurement system until the public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered.

- (c) All Bids must be accompanied by a Bid Security as specified in paragraph 2 and shall have to be valid for **28** days beyond the validity of the bid. Procedure for submission of bid security is described in 7 (d).
 - (d) The Bidder shall furnish a bid security for the amount as mentioned in the table above, using the instruments specified in ITB 19.3 and submit the scan copy online, on or before the bid submission deadline given in point 7 (b) above.
 - (e) The bidders are required to submit the "Bid Document Cost" in the amount as detailed in point 6 (b) above through Demand Draft in favor of Project Director, HPSHIVA Project, DoH. **The scan copy of the DD has to be uploaded in the <https://hptenders.gov.in> along with the technical bid. The original Bid Document cost/DD has to be submitted in the office of the Project Director, HPSHIVA Project, DoH before the last date of submission of the bid.**
- 7. Technical Bids will be opened immediately after the deadline for bid submission in the presence of Bidders' representatives who choose to attend.
 - 8. The Employer will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
 - 9. Pre-Bid: **23rd June, 2023 from 1100 Hours** onwards in the office of the Project Director. Only one representative from each firm is allowed to participate and should carry their authorization letter.
 - 10. Any "Corrigendum" and / or "Addendum", Clarification/s, if issued, will only be uploaded in the Employers' website: <https://hptenders.gov.in>

The Project Director
Department of Horticulture (DOH) (HPSHIVA),
Navbahar, Shimla, Himachal Pradesh 171002

Section 1: Instructions to Bidders

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A. General

1. **Scope of Bid**
 - 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.
 - 1.2 Throughout this Bidding Document,
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.
2. **Source of Funds**
 - 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
 - 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.
3. **Fraud and Corruption**
 - 3.1 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - (vii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
 - (e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers, and contractors,

¹ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

- 3.2 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:
- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
 - (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
 - (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
 - (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
 - (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
 - (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.
- 3.3 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.
- 3.4 The Employer hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.
- 3.5 Furthermore, Bidders shall be aware of the provisions of GCC 28.3 and 73.2 (i).

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5 – or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture:
- (a) all partners shall be jointly and severally liable; and
 - (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Subcontractors or Suppliers for any part of the Contract including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
- (a) they have controlling shareholders in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or
 - (c) they have the same legal representative for purposes of this bid; or
 - (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)-(d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or
 - (f) a Bidder, Joint Venture partner, associates, parent company, or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
 - (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract; or

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

- 4.4 A firm will not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporarily suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.
- 4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer.
- 4.6 A Bidder shall not be under suspension from Bidding by the Employer as the result of the execution of a Bid-Securing Declaration.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.8 Bidders shall be excluded if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods from, or payments to, a particular country, person or entity in respect of goods or services originating in that country. Where the Borrower's country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.

5. Eligible Materials, Equipment and Services

- 5.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment, and services.

- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

B. Contents of Bidding Document

- 6. Sections of Bidding Document**
- 6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.
- PART I Bidding Procedures**
- Section 1 Instructions to Bidders (ITB)
 - Section 2 Bid Data Sheet (BDS)
 - Section 3 Evaluation and Qualification Criteria (EQC)
 - Section 4 Bidding Forms (BDF)
 - Section 5 Eligible Countries (ELC)
- PART II Requirements**
- Section 6 Employer’s Requirements (ERQ)
- PART III Conditions of Contract and Contract Forms**
- Section 7 General Conditions of Contract (GCC)
 - Section 8 Particular Conditions of Contract (PCC)
 - Section 9 Contract Forms (COF)
- 6.2 The IFB issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their Addenda, if they were not obtained directly from the source stated by the Employer in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer’s address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period given in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

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

C. Preparation of Bids

9. Cost of Bidding

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

- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:
- (a) Letter of Technical Bid;
 - (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19;
 - (c) alternative Bids, at Bidder's option and if permissible, in accordance with ITB 13;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
 - (e) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract;
 - (f) Technical Proposal in accordance with ITB 16;
 - (g) any other document required in the BDS.
- 11.3 The Price Bid shall comprise the following:
- (a) Letter of Price Bid;
 - (b) completed Price Schedules, in accordance with ITB 12 and ITB 14, or as stipulated in the BDS;
 - (c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13;
 - (d) any other document required in the BDS.
- 11.4 In addition to the requirements under ITB 11.2, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.
- 12. Letters of Bid and Schedules**
- 12.1 The Letters of Technical Bid and Price Bid, and the Schedules, and all documents listed under Clause 11, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested and as required in the BDS.

13. Alternative Bids

- 13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.
- 13.3 When specified in the BDS pursuant to ITB 13.1, and subject to ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Employer's Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).

14. Bid Prices and Discounts

- 14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Schedules shall conform to the requirements specified below.
- 14.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. Unit rates and prices for all items of the Works described in the Bill of Quantities shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.
- 14.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.
- 14.5 The prices shall be either fixed or adjustable as specified in the BDS.
- (a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as nonresponsive and rejected.
- (b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to

reflect changes in the cost elements such as labor, material, transport, and contractor's equipment in accordance with the provisions of the Conditions of Contract. A Bid submitted with a fixed price will be treated as nonresponsive and be rejected. The Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Tables of Adjustment Data included in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings. Any bid that omits indexes and weightings shall be subject to clarification with the Bidder.

14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all contracts are submitted and opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

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

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section 4, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

16. Documents Comprising the Technical Proposal

16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, environmental, health and safety (EHS) management plan commensurate with the proposed scope of works, EHS Code of Conduct, and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

17. Documents Establishing the Qualifications of the Bidder

17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).

17.2 Domestic Bidders, individually or in Joint Ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility in accordance with ITB 35.

18. Period of Validity of Bids

18.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission

deadline date prescribed by the Employer in accordance with ITB 22.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 19, it shall also be extended 28 days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.

19. Bid Security/Bid-Securing Declaration

- 19.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.

- 19.2 If a Bid-Securing Declaration is required pursuant to ITB 19.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if the Bid-Securing Declaration is executed.

- 19.3 If a bid security is specified pursuant to ITB 19.1, the bid security shall be, at the Bidder's option, in any of the following forms:

- (a) an unconditional bank guarantee (hard copy of the bank guarantee or in the form of SWIFT message MT760), or
- (b) an irrevocable letter of credit, or
- (c) a cashier's or certified check.

all from a reputable bank from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4 Unless otherwise specified in the BDS, any Bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 19.1, shall be rejected by the Employer as nonresponsive.

- 19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of substantially nonresponsive Technical Bids shall be returned before opening the Price Bids. The bid security of unsuccessful Bidders at Price Bid evaluation shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 45.

- 19.6 If a bid security is specified pursuant to ITB 19.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract and furnished the required

performance security.

19.7 The bid security may be forfeited or the Bid-Securing Declaration executed, if

- (a) notwithstanding ITB 24.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, except as provided in ITB 18.2; or
- (b) the successful Bidder fails to
 - (i) sign the Contract in accordance with ITB 44;
 - (ii) furnish a performance security in accordance with ITB 45;
 - (iii) accept arithmetical corrections in accordance with ITB 34; or
 - (iv) furnish a domestic preference security, if applicable, in accordance with ITB 45.

19.8 If the bid security is required as per ITB 19.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 19.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

20. Format and Signing of Bid

20.1 The Bidder shall prepare one original set of the Technical Bid and one original of the Price Bid comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL - TECHNICAL BID" and "ORIGINAL - PRICE BID." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

20.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period stated in the Employer's request shall cause the rejection of the Bid. If either the Letter of Technical Bid or Letter of Price Bid or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

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

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 Bidders shall submit their Bids as specified in the BDS. Procedures for submission, sealing, and marking are as follows:

(a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID," "ORIGINAL - PRICE BID," and "COPY NO.... - TECHNICAL BID," and "COPY NO.... - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative Bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 21.2 and ITB 21.3.

(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

21.2 The inner and outer envelopes shall

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as provided in BDS 22.1; and
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1.

21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall bear a warning not to open before the time and date for the opening of Technical Bid, in accordance with ITB 25.1.

21.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 25.7.

21.5 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

22. Deadline for Submission of Bids

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

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

23. Late Bids

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

24. Withdrawal, Substitution, and Modification of Bids

- 24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be
- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.
- 24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

25. Bid Opening

- 25.1 The Employer shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.
- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.
- 25.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.
- 25.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as

Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original and Modification, will remain unopened in accordance with ITB 25.1.

- 25.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:

- (a) the name of the Bidder;
- (b) whether there is a modification or substitution;
- (c) the presence of a bid security or a Bid-Securing Declaration, if required; and
- (d) any other details as the Employer may consider appropriate.

Only Technical Bids and alternative Technical Bids read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Letter of Technical Bid are to be initialed by at least three representatives of the Employer attending the bid opening. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB 23.1.

- 25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security or a Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.

- 25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice for the opening of Price Bids.

- 25.8 The Employer will notify in writing Bidders who have been rejected for submitting nonresponsive Technical Bids and return their Price Bids unopened together with their bid securities, before opening the Price Bids of the substantially responsive Bidders.

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

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

- (a) the name of the Bidder;

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

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

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

E. Evaluation and Comparison of Bids

- 26. Confidentiality**
- 26.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until on the publication of Contract award.
- 26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the Bidding Document;
 - (b) "Reservation" is the setting of limiting conditions or withholding

from complete acceptance of the requirements specified in the Bidding Document; and

- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

**29. Examination
of Technical Bids**

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

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

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

**30. Responsiveness
of Technical Bid**

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

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

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

30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, Technical Proposal, in particular, to confirm that all requirements of Section 6 (Employer's Requirements) have been met without any material deviation, reservation, or omission.

30.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**31. Nonmaterial
Nonconformities**

31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid that do not constitute a material deviation, reservation, or omission.

31.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify

nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

32. Qualification of the Bidder

32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates.

32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. The Employer reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 73.2(c). A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.

33. Subcontractors

33.1 Unless otherwise stated in the BDS, the Employer does not intend for the contractor to execute any specific elements of the Works through nominated subcontractors.

33.2 If Subcontractors are proposed for any of the key activities listed in Section 3 (Evaluation and Qualification) Criteria 2.4.2, they shall be considered as "Specialist Subcontractors" and shall meet qualification requirements for the relevant key activities.

34. Correction of Arithmetical Errors

34.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:

- (a) Only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of

Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected.

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

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

35. Conversion to Single Currency

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

36. Domestic Preference

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

37. Evaluation and Comparison of Price Bids

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

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

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities for admeasurement contracts, or Schedule of Prices for lump sum contracts, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 34.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 35;
- (e) adjustment for nonmaterial nonconformities in accordance with ITB 31.3;
- (f) assessment whether the bid is abnormally low in accordance with ITB 38; and
- (g) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

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

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

Criteria).

37.5 The Employer shall compare all substantially responsive Bids to determine the lowest evaluated Bid, in accordance with ITB 37.2.

38. Abnormally Low Bids

38.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

38.2 When the offered bid price appears to be abnormally low, the Employer shall undertake a three-step review process as follows:

- (a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;
- (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
- (c) decide whether to accept or reject the bid.

38.3 With regard to ITB 38.2 (b) above, the Employer will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the works, equipment or services proposed.

38.4 After examining the explanation given and the detailed the price analyses presented by the bidder, the Employer may:

- (a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;
- (b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect the Employer against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or
- (c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next ranked bid, if required.

39. Unbalanced or Front-Loaded Bids

39.1 If the Bid, which results in the lowest evaluated Bid Price, is seriously unbalanced or front-loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed, as well as the pricing and sources of materials, equipment and labor.

39.2 After the evaluation of the information and detailed price analyses

presented by the Bidder, the Employer may as appropriate:

- (a) accept the Bid; or
- (b) accept the Bid, but require that the total amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract subject to ITB 45.2; or
- (c) reject the Bid and make a similar determination for the next ranked bid.

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

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

41. Notice of Intention for Award of Contract

41.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

F. Award of Contract

42. Award Criteria

42.1 The Employer shall award the Contract to the Bidder whose offer has been determined in line with ITB 35 to ITB 37 above to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

43. Notification of Award

43.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 40.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Employer shall transmit the Notification of Award through issuance of Letter of Acceptance using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Employer shall also notify all other Bidders of the results of the bidding.

43.2 Unless standstill period applies, upon notification of award through issuance of Letter of Acceptance, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

43.3 Until a formal contract is prepared and executed, the notification of award through issuance of Letter of Acceptance shall constitute a binding Contract.

43.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of

satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or widely known and freely accessible website the results identifying the bid and lot or package numbers, as applicable and the following information:

- (a) name of each Bidder who submitted a Bid;
- (b) bid prices as read out at bid opening;
- (c) name and evaluated prices of each Bid that was evaluated;
- (d) name of Bidders whose bids were rejected and the reasons for their rejection; and
- (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

44. Signing of Contract

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

44.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

45. Performance Security

45.1 Within 28 days of the receipt of notification of award through issuance of Letter of Acceptance from the Employer, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, subject to ITB 38 and ITB 39, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the bank issuing performance security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country.

45.2 Failure of the successful Bidder to submit the abovementioned performance security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

45.3 The above provision shall also apply to the furnishing of a domestic preference security, if so required.

46. Bidding-Related Complaints

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

Section 2: Bid Data Sheet

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is: DOH - Field Preparation - CW12A																
ITB 1.1	The Employer is: The Project Director: Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project Department of Horticulture; Govt. Of Himachal Pradesh. Office Address: – Department of Horticulture (HPSHIVA), Navbahar, Shimla, Himachal Pradesh 171002																
ITB 1.1	The name of the bidding process is: Open Competitive Bidding (OCB) – Single Stage-Two Envelope (1S2E), to be conducted through electronic procurement system of Govt. of Himachal Pradesh. The identification number of the bidding process is: DOH - Field Preparation - CW12 The number and identification of lots comprising this bidding process is: as follows <table><tr><th>Lot No.</th><th>Lot Reference No.</th><th>District</th><th>Area (Ha)</th></tr><tr><td>3.</td><td>CWH/FP/HMR-01</td><td>Hamirpur</td><td>214.64</td></tr><tr><td>4.</td><td>CWH/FP/HMR-02</td><td>Hamirpur</td><td>369.01</td></tr><tr><td></td><td>TOTAL AREA (Ha)</td><td></td><td>583.65</td></tr></table> Bidders may bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so provided those discounts are included in the Letter of Bid	Lot No.	Lot Reference No.	District	Area (Ha)	3.	CWH/FP/HMR-01	Hamirpur	214.64	4.	CWH/FP/HMR-02	Hamirpur	369.01		TOTAL AREA (Ha)		583.65
Lot No.	Lot Reference No.	District	Area (Ha)														
3.	CWH/FP/HMR-01	Hamirpur	214.64														
4.	CWH/FP/HMR-02	Hamirpur	369.01														
	TOTAL AREA (Ha)		583.65														
ITB 2.1	The Borrower is: Government of India																
ITB 2.1	The name of the Project is: Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project (HPSHIVA)																

B. Contents of Bidding Documents

ITB 7.1	For <u>clarification purposes</u> only, the Employer's address is: Attention: Mr. Deepak Gupta, Procurement Manager / Mr. Manoj Sharma, Asst Procurement Manager Address: Department of Horticulture, Navbahar City: Shimla, Himachal Pradesh ZIP code: 171 002
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	Country: India Telephone: +91 9418434963 Fax: +91 177-2842389 E-mail: gupta.deepak1768@yahoo.com with cc: manoisharma3006@gmail.com Requests for clarification should be received by the Employer no later than: prior to the date and time of the pre bid meeting (ref. ITB 7.4)
ITB 7.4	A Pre-Bid meeting shall take place. Date: 23rd June, 2023 Time: 1100 Hours onwards Place: Committee Room in the Department of Horticulture (Office address Ref 1.1 / 7.1) A site visit "shall not be" organized by the Employer. However, the employer shall facilitate (Official letter/Approval) for the site visit for the interested bidders. The "Site" will mean the entire geographical spread where the proposed work/s is/are expected to be executed. However, the bidder is expected to make themselves thoroughly acquainted with the local conditions prevailing at site of implementation by undertaking field inspection and take into consideration all probable likely factors and difficulties involved during execution of the work as per specification, in all respects (e.g. - transportation of materials, communication facilities, Climate conditions, nature of soil, availability of local labour, market rate prevailing in the locality etc)

C. Preparation of Bids

ITB 10.1	The language of the Bid is: English
ITB 11.2 (g)	The Bidder shall submit with its Technical Bid (to be uploaded in the e-procurement portal) the following additional documents: ▪ Scan copy of the bid security and bid document cost has to be uploaded in the e-procurement portal along with the technical bid. ▪ Original bid security and bid document cost has to be submitted before the last date of bid submission in the office of The Project Director: Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project. ▪ In case a Bidder is a Joint Venture, the Bidder shall submit a JV Undertaking document, as follows: JV Undertaking, setting out the legal undertaking between the two or more partners as a JV. This document shall be signed by all the partners who are members of the JV, and shall be addressed to the Employer and shall include: (a) each such member's undertaking to be jointly and severally liable to the Employer for the performance of the Contractor's obligations under the Contract; (b) identification and authorization of the leader of the JV; and

	(c) identification of the separate scope or part of the Works (if any) to be carried out by each member of the JV. Environmental, Health and Safety Management Plan (EHSMP) In case of a Specialist Subcontractor proposed for the Works (in accordance with the requirements of 2.4.2(b) as in Section 3 of the Bidding Document), a Letter of Agreement between the Bidder and the proposed Specialist Subcontractor clearly outlining the scope of work of the Specialist Subcontractor
ITB 11.3 (b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the bid, The price bid the un-priced BOQ in excel format is to be downloaded from the https://hptenders.gov.in . The bidder shall download the excel sheets, fill it completely and upload the same excel file in the portal after validating it along with the signed and stamped letter of price bid. Bidders cannot upload any other excel format apart from the one which is available in the e-procurement portal.
ITB 11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: None
ITB 12.1	The un-priced BOQ in excel format is to be downloaded from the https://hptenders.gov.in . The bidder shall download the excel sheets, fill it completely and upload the same excel file in the portal after validating it along with the signed and stamped letter of price bid. Bidders cannot upload any other excel format apart from the one which is available in the e-procurement portal.
ITB 13.1	Alternative bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.4	Alternative technical solutions shall not be permitted for the following parts of the Works: Not Applicable
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 15.1	The prices shall be quoted by the bidder and shall be paid in: Indian National Rupees (INR)
ITB 16.1	Technical Proposal shall also include a Health and Safety COVID-19 Plan (HS-C19 Plan) as part of the Health and Safety Plan (H&S Plan), and in accordance with relevant government regulations and guidelines on COVID-19 prevention and control, or in the absence thereof, to international good practice guidelines such as World Health Organization. 2020. Considerations for public health and social measures in the workplace in the context of COVID-19. Geneva. Available here: https://www.who.int/publications-detail/considerations-for-public-health-and-social-measures-in-the-workplace-in-the-context-of-covid-19 https://www.who.int/publications-detail/considerations-for-public-health-and-social-measures-in-the-workplace-in-the-context-of-covid-19 . The Bidder may also refer to the COVID-19 health and safety guidance for the construction

	workforce in the IEE. Any bid not accompanied by the H&S Plan with the HS-C19 Plan shall be rejected by the Employer and treated as non-responsive. If a Bidder submits a HS-C19 Plan that does not provide sufficient information in accordance to the required submission information listed in the bidding document by the Employer, the Employer shall issue a clarification to request for further information from the Bidder. The Bidder must submit the requested information within 5 working days of receiving such a request. Failure to provide a satisfactory response to the request for further information within the prescribed period of receiving such a request shall cause the rejection of the Bid.												
ITB 18.1	The bid validity period shall be 180 (One Hundred Eighty) days from the last date of bid submission												
ITB 19.1	The Bidder shall furnish a bid security in the amount of as given in table below in form of Bank Guarantee (in the format given in section 4)/Fixed Deposit Receipt pledged in favor of Project Director (HPSHIVA), Himachal Pradesh. In case of JV, all the JV partners should have to submit the bid security in equal amounts totaling to the total required bid security. Similarly in case of Bank Guarantee also. Separate Bid Securities should be submitted for each Lot (to facilitate the release and return of Bid Security by the Employer for unsuccessful bids of respective Lots) <table><tr><th>Lot No.</th><th>Lot Reference No.</th><th>District</th><th>Bid Security Amount in INR</th></tr><tr><td>3.</td><td>CWH/FP/HMR-01</td><td>Hamirpur</td><td>8,02,000</td></tr><tr><td>4.</td><td>CWH/FP/HMR-02</td><td>Hamirpur</td><td>13,78,000</td></tr></table> ▪ Scan copy of the bid security and bid document cost has to be uploaded in the e-procurement portal along with the technical bid. ▪ Original bid security and bid document cost has to be submitted before the last date of bid submission in the office of The Project Director: Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project. In the case of a JV Bid, in line with the philosophy of 'joint and several' responsibility of all the JV Partners (as clearly indicated in ITB 4.1 (a)), the Bid Security submitted by a JV Bid in the form of FDR (Fixed deposit Receipt pledged to the Project Director) will need to be in equal amounts for each separate FDR's divided amongst the number of JV Partners. Alternatively, a joint account in the name of all JV Partners may be opened and the Bid Security FD issued from that Joint Account (duly certified by the issuing bank) may be submitted.	Lot No.	Lot Reference No.	District	Bid Security Amount in INR	3.	CWH/FP/HMR-01	Hamirpur	8,02,000	4.	CWH/FP/HMR-02	Hamirpur	13,78,000
Lot No.	Lot Reference No.	District	Bid Security Amount in INR										
3.	CWH/FP/HMR-01	Hamirpur	8,02,000										
4.	CWH/FP/HMR-02	Hamirpur	13,78,000										
ITB 19.2	The ineligibility period will be: Not Applicable												
ITB 19.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Employer shall request the Bidder to submit a compliant bid security within 7 days of receiving such a request. Failure to provide a compliant												

	bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 20.1	In addition to the original Bid, the number of copies is: Not Applicable
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: The contents of clause 20.2 of ITB shall be replaced as below: The Bidders have to submit their Bids online, encrypt their Bid. The submission of Bid has to be done by submission of Bid Seals (Hashes) of all the envelopes and documents related to the Bid and is required to be uploaded as per time schedule mentioned in the key dates of the Invitation for Bid after signing of the same by the Digital signatures of appropriate authorized representative. The written confirmation of authorization to sign on behalf of the Bidder shall consist of an organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind the Bidder. If the Bidder is an intended or an existing Joint Venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the Joint Venture to sign on behalf of, and legally bind the intended or existing Joint Venture. If the Joint Venture has not yet been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award in accordance with ITB 11.2.
ITB 20.2	The Bidder shall submit an acceptable authorization within 7 (seven) days.

D. Submission and Opening of Bids

ITB 21.1	Bidders shall only submit their Bids electronically.
ITB 21.1 (b)	Electronic bidding submission procedures shall be: in accordance with provisions provided at www.hptenders.gov.in
ITB 22.1	For <u>bid submission purposes</u> only, the Employer's address is: The letter of Technical and Price Bid shall be addressed to the following Attention: The Project Director, Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project Street address: Department of Horticulture, Navbahar City: Shimla, Himachal Pradesh ZIP code: 171 002 Country: India The deadline for bid submission is: Date: 07th July, 2023 Time: 1600 Hours
ITB 25.1	The opening of the Technical Bid shall take place immediately after the bid

	submission at: Office of: The Project Director, Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition Project: Project Readiness Financing Project Street address: Department of Horticulture, Navbahar City: Shimla, Himachal Pradesh ZIP code: 171 002 Country: India Date: 07th July, 2023 Time: 1600 Hours
ITB 25.1	Electronic bid opening procedure shall be as follows: The e tender will be open using digital signature certificate of authorized officials, in accordance with procedures stipulated at www.hptenders.gov.in
ITB 25.5	Not Applicable
ITB 25.10	Not Applicable

E. Evaluation and Comparison of Bids

ITB 32.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates shall not be permitted.
ITB 33.1	The Employer does not intend for the contractor to execute any specific elements of the Works through nominated subcontractors.
ITB 35.1	Not applicable.
ITB 36.1	Domestic preference shall not apply.
ITB 41.1	Standstill provisions shall not apply.

F. Award of Contracts

ITB 46.1	The procedures for Bidding-Related Complaints are referenced in the Procurement Regulations for ADB Borrowers (Appendix 7). The Bidder should submit its complaint following these procedures, in writing, to: For the Attention: Dr. Devinder Singh Thakur, Project Director, HPSHIVA Employer: Department of Horticulture, Government of Himachal Pradesh E-mail: pmuhpshiva@gmail.com Phone: 0177-2841120 Fax: +91 177-2842389
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Section 3: Evaluation and Qualification Criteria

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1. Evaluation

In addition to the criteria listed in ITB 37.2 (a)–(f), other relevant factors are as follows:

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to successfully implement the contract considering its proposed site organization, method statement, mobilization, and construction schedule (to be described by the Bidder in sufficient detail to demonstrate the adequacy of its work methods, scheduling, and material sourcing) including the extent to which they are presented in a consistent manner and comply with requirements stipulated in Section 6 (Employer's Requirements) without material deviation, reservation, or omission.

1.2 Completion Time

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

1.3 Technical Alternatives

Technical alternatives, if permitted under ITB 13.4, will be evaluated as follows: Not Applicable

1.4 Specialist Subcontractors

Only the specific experience of Specialist Subcontractors for key activities specified in criterion 2.4.2 Construction Experience in Key Activities will be considered. The experience of Specialist Subcontractors in contracts of similar size and nature, and their financial resources shall not be added to those of the Bidder for purposes of qualification of the Bidder.

1.5 Quantifiable Nonconformities and Omissions

Subject to ITB 14.2 and ITB 37.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows:

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

1.6 Domestic Preference

If domestic preference shall apply under ITB 36.1, the procedure will be as follows as: Not Applicable

1.7 Other Criteria

NIL

1.7.1 Environmental, Health and Safety Management Plan (EHSMP)

Any bid not accompanied by the EHSMP may be rejected by the Employer as nonresponsive. If a Bidder submits a EHSMP that is not commensurate with the risks and impacts of the proposed works and activities in the bidding document, the Employer shall issue a request for clarification to request for further information from the Bidder. The Bidder must submit the requested information within 7 days of receiving such a request. Failure to provide a satisfactory response to the request for further information within the prescribed period of receiving such a request may cause the rejection of the Bid.

The Employer will take into account the quality of the Health and Safety COVID -19 Plan (HS-C19 Plan) included in the Health and Safety Plan (H&S Plan) attached to the Technical Proposal in its evaluation of the Adequacy of the Technical Proposal.

The bidder should demonstrate in the HS-C19 Plan the health and safety measures they will put in place on site in relation to COVID-19 prevention and controls, including but not limited to, personal protective equipment (PPE) requirements, site set up, training, induction and mobilization of new personnel, equipment and plants cleaning and other hazard management measures while undertaking site work activities, site visitors health and safety protocols, as well as the approach to the monitoring and reporting of the HS-C19 Plan. The HS-C19 Plan should be fit for purpose for the particular construction works of this contract and be aligned with any relevant government regulations and guidelines on COVID-19 prevention and controls, as well as workplace safety requirements, or in the absence thereof, to international good practice guidelines, such as World Health Organization. 2020. Considerations for public health and social measures in the workplace in the context of COVID-19. Geneva. Available here: <https://www.who.int/publications-detail/considerations-for-public-health-and-social-measures-in-the-workplace-in-the-context-of-covid-19>. Also refer to ADB SDCC's advisory in relation to COVID-19 health and safety and international good practices: <https://www.adb.org/publications/safety-well-being-workers-communities-covid-19>. The Bidder may also refer to the COVID-19 health and safety guidance for the construction workforce in the IEE.

1.7.2 Sustainable Procurement

Not applicable

1.7.3 Life Cycle costs (for Financial Evaluation)

Life cycle costing: shall not apply.

1.7.4 Joint Venture Participation

Joint Venture Representative must be from the Lead Partner. Lead Partner of the Joint Venture must have majority share participation in the JV. Any change in constitution or percentage participation of any JV member shall not be permitted at any stage after the bid submission.

1.8 Multiple Contracts

If works are grouped in multiple contracts and pursuant to ITB 37.4, the Employer shall evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least-cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts.

If a Bidder as defined in ITB 4.1 submits several successful (lowest evaluated substantially responsive) bids, the evaluation will also include an assessment of the Bidder's capacity to meet the following aggregated requirements as presented in the bid:

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

2. Qualification

2.1 Eligibility

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

2.1.1 Nationality

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

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

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

Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Forms ELI - 1, ELI - 2 with attachments
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2.1.5 United Nations Eligibility

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

2.2.1 History of NonPerforming Contracts

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Non-performance of a contract ^a did not occur as a result of contractor default since 1 January 2017	Must meet requirement	Must meet requirement	Must meet requirement ^b	Not Applicable	Form CON-1

^a Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance 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. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

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

2.2.2 Suspension Based on Execution of Bid-Securing Declaration

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

2.2.3 Pending Litigation and Arbitration

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation and arbitration, if any, shall be treated as resolved against the bidder and so shall in total not represent more than 50 percent of the Bidder's net worth calculated as the difference between the total assets and total liabilities	Must meet requirement	Not Applicable	Must meet requirement	Not Applicable	Form-CON-1

2.2.4 Declaration: Environmental, Health and Safety Past Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Declare any 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, health and safety contractual obligations in the past five years.	Must make the declaration. If the bidder proposes Specialist Sub-contractor/s to meet EQC 2.4.2, those Specialist Sub-contractor/s must also make the declaration	Not applicable	Each partner must make the declaration. If the bidder proposes Specialist Sub-contractor/s to meet EQC 2.4.2, those Specialist Sub-contractor/s must also make the declaration	Not applicable	Form CON-2

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last 5 FY years (FY 2018-19, 2019-20, 2020-2021, 2021-2022 and 2022-23) to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year should be positive , calculated as the difference between total assets and total liabilities	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN - 1 with attachments

2.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover of as given in table below, calculated as total certified payments received for contracts in progress or completed, in any 3 consecutive FY within the last 5 years (FY 2018-19, 2019-20, 2020-2021, 2021-2022 and 2022-23).	Must meet requirement (Refer Column A1)	Must meet requirement (Refer Column A4)	Must meet 25% of the requirement (Refer Column A3)	Must meet 40% of the requirement (Refer Column A2)	Form FIN - 2

S. No.	Lot No.	District	Average Annual Construction Turnover (AACT) in INR in any 3 consecutive years within the last 5 years (FY 2017-18, 2018-19, 2019-20, 2020-2021 and 2022-23).			
			Single Entity Bid (A1)	One Partner in JV Bid (A2)	Each Partner in JV Bid (A3)	All Partners Combined in JV Bid (A4)
3.	CWH/FP/HMR-01	Hamirpur	4,00,61,000	1,60,24,400	1,00,15,250	4,00,61,000
4.	CWH/FP/HMR-02	Hamirpur	6,88,74,000	2,75,49,600	1,72,18,500	6,88,74,000

2.3.3 Financial Resources

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

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
For Single Entities: The Bidder must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of as given in table below. (Refer Column A1)	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4
For Joint Ventures: (1) One partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of 40% from the total requirement for the Subject Contract. (Refer Column A2)	Not applicable	Not applicable	Not applicable	Must meet requirement	Form FIN – 3 and Form FIN – 4
AND					
(2) Each partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of 25% from the total requirement for the Subject Contract. (Refer Column A3)	Not applicable	Not applicable	Must meet requirement	Not applicable	Form FIN – 3 and Form FIN – 4
AND					
(3) The joint venture must demonstrate that the combined financial resources of all partners defined in FIN - 3, less all the partners’ total financial obligations for the current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of as given in table	Not applicable	Must meet requirement	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4

below (Refer Column A4)					
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Note: For values of the respective lots. Please refer to the table given below.

Lot No.	Lot Reference No.	District	For Single Entity Financial Resources Amount in INR (A1)	For Joint Venture Financial Resources Amount in INR		
				One Partner (A2)	Each Partner (A3)	All Partners Combined (A4)
3.	CWH/FP/HMR-01	Hamirpur	66,77,000	26,70,800	16,69,250	66,77,000
4.	CWH/FP/HMR-02	Hamirpur	1,14,79,000	45,91,600	28,69,750	1,14,79,000

2.4 Construction Experience

2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Participation as a contractor, Joint Venture partner, or Subcontractor, in at least a minimum number of similar contracts specified below that have been satisfactorily and substantially completed^[1] as a prime contractor, joint venture member, management contractor or sub-contractor within the last Seven [7] years and that is similar to the proposed works. The contractor will have to comply with the following construction experiences: <i>Details of Experience criteria given in table below</i> The similarity of the Bidder's participation shall be based on: Experience of Earth Works in Excavation for Land Development / Land Preparation / Land Clearance / Trench Digging or other earth work applications for agricultural/horticultural/irrigation work in Hilly and Mountainous Terrains	Must meet requirement (Refer Column A1)	Not Applicable	Not applicable ^c	Must Meet Requirement (Refer Column A2)	Form EXP - 1 ^d

^[1] Any Contract which is 80% (Physically) complete will be considered Substantially Complete and in that case the value of the completed part of the contract (80%), shall be equal or exceed the minimum value defined in the criteria.

Lot No.	Lot Reference No.	District	For Single Entity Bid Construction Experience Amount in INR	For Joint Venture Bid Construction Experience Amount in INR (Any partner)
			One Contract of INR (A1)	One Contract of INR (A2)

Lot No.	Lot Reference No.	District	For Single Entity Bid Construction Experience Amount in INR	For Joint Venture Bid Construction Experience Amount in INR (Any partner)
			One Contract of INR (A1)	One Contract of INR (A2)
3.	CWH/FP/HMR-01	Hamirpur	2,00,31,000	2,00,31,000
4.	CWH/FP/HMR-02	Hamirpur	3,44,37,000	3,44,37,000

d) In addition to the submission requirement Form EXP - 1, the Bidder shall provide the following supporting documents:

1. Signed Contract Agreement, and
2. Taking-Over Certificate/ Certificate of Completion of the Works (or equivalent) or Performance Certificate,

in sufficient detail to verify the contract name, value and completion time (or substantial completion). If the documents are other than in English, an accurate certified translation of these documents in English shall be provided.]

2.4.2 Construction Experience in Key Activities

2.4.2 (a) Must be complied with by the Bidder. In case of a Joint Venture Bidder, the Bidder or at least one of the partners must meet the requirement in the key activity. For contracts under which the Bidder participated as a Joint Venture partner, only the Bidder's designated scope of works under the contracts shall be considered to meet this requirement.

Table A

Criteria	Compliance Requirements		Documents
Requirement	Single Entity	Joint Venture	Submission Requirements
For the above or other contracts executed during the period stipulated in 2.4.1, a minimum construction experience in the following key activities: Excavation for Land Development / Land Preparation / Land Clearance / Trench Digging or other earth work applications for agricultural/horticultural/irrigation work in Hilly and Mountainous Terrains at least 3 years in last 7 years.	Must meet requirement	Must meet requirement	Form EXP – 2 ^a

Lot No.	Lot Reference No.	For Single Entity Sub-Contractor Key Construction Experience Amount in INR	For Joint Venture Sub-Contractor Key Construction Experience Amount in INR (Any partner)
		Approx. Earthworks Quantity in CUM	Approx. Earthworks Quantity in CUM
3.	CWH/FP/HMR-01	79,951	79,951
4.	CWH/FP/HMR-02	1,54,669	1,54,669

^a *Submission requirements: Form EXP - 2 shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate or Contract Completion Certificate indicating the contract name, value, completion date (or percentage of substantial completion), activities performed by Joint Venture partners, and other relevant details sufficient to demonstrate compliance with the requirements.*

2.4.2. (b) The Employer accepts any of the following activities to be subcontracted. They may be complied with by the Bidder or by its proposed Specialist Subcontractor.

If the key activity is to be undertaken by a Specialist Subcontractor, the Employer shall require evidence of the subcontracting agreement from the Bidder.

Table B (Not Applicable)

Criteria		Compliance Requirements		Documents
Requirement		Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
For the above or other contracts executed during the period stipulated in 2.4.1, a minimum construction experience is required in the following key activities:		Must meet requirement	Must meet requirement	Form EXP – 2 ^a
1				
2...3 .. etc				

^a *Submission requirements: Form EXP - 2 shall be supported by documents such as Signed Contract Agreement, Taking-Over Certificate or Contract Completion Certificate indicating the contract name, value, completion date (or percentage of substantial completion), activities performed by Joint Venture partners, and other relevant details sufficient to demonstrate compliance with the requirements.*

2.4.3 Specific Experience in Managing Environmental, Health and Safety Aspects

Criteria		Compliance Requirements		Documents
Requirement		Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
For the contracts in 2.4.1 and 2.4.2 above and/or any other contracts [substantially completed and under implementation] as prime contractor, Joint Venture partner, or Subcontractor between 1st January 2017 and Bid submission deadline, experience in managing EHS risks and impacts in the following aspects:		Must meet requirements	Any one member must meet requirements	Form EXP – 3

2.5 Organizational Environmental, Health and Safety System

2.5.1 Environmental, Health and Safety Certification (NOT APPLICABLE)

Criteria	Compliance Requirements		Documents
Requirement	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
Availability of a valid ISO certification or internationally recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite: 1. 2. 3.	Must meet requirements	One member must meet requirements	Form EXP – 4

Note: Bidder to indicate and submit the relevant certifications

2.5.2 Environmental, Health and Safety Documentation

Criteria	Compliance Requirements		Documents
Requirement	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
Availability of in-house policies and procedures for EHS management: For example: 1. Existence of an Ethics Charter. 2. Existence of a system for monitoring compliance with EHS commitments for the Bidder's Subcontractors and all its partners. 3. Existence of official company procedures for the management of the following:	Must meet requirements	Any One member must meet requirements	Form EXP – 5

2.5.3 Environmental, Health and Safety Dedicated Personnel

Criteria	Compliance Requirements		Documents
Requirement	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirements
Availability of personnel (nominated for this contract) dedicated to EHS issues: 1. 2.	Must meet requirements	One member must meet requirements	Form EXP – 6

Note: Bidder to provide name and CV of EHS personnel nominated for this contract

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Letter of Technical Bid

-Note-

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

Date:

OCB No.:

Invitation for Bid No.:

To:

The Project Director,
Horticulture Development Officer
Department of Horticulture, Navbahar
City: Shimla, Himachal Pradesh
ZIP code: 171 002
Country: India

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) We offer to execute in conformity with the Bidding Documents the following Works: **Field Preparation for Planting, including Layout Planning, Land Leveling and Pit Digging**
- (d) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of 180 (One Hundred Eighty) days starts from the date fixed for the bid submission deadline in accordance with ITB 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (f) We, our directors, key officers, key personnel, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.

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

- (i) Parties involved in the conflict of interest: _____
- (ii) Details about the conflict of interest: _____

- (g) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- (h) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any

Subcontractors, consultants, sub-consultants, manufacturers, service providers or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.¹

- (i) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, sub-consultants, manufacturers, service providers or Suppliers for any part of the contract, are not under ongoing investigation and/or sanctions proceedings by the Asian Development Bank or any multilateral development bank.

If under ongoing investigation and/or sanction proceedings by the Asian Development Bank or any multilateral development bank, please state details:

- (i) Name of the multilateral development bank: _____
 (ii) Reason for the ongoing investigation / allegations: _____

- (j) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the Contract, are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency.

If so temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency, please state details (as applicable to each Joint Venture partner, their respective direct or indirect shareholders, directors, key officers, key personnel, associate, parent company, affiliate, subsidiaries, Subcontractors, consultants, subconsultants, manufacturers, service providers and/or Suppliers):

- (i) Name of Institution: _____
 (ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [*start and end date*]: _____
 (iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: _____

- (k) Our firm, Joint Venture partners, associates, parent company affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers, Suppliers, key officers, directors and key personnel have never been charged or convicted with any criminal offense (including felonies but excluding misdemeanors) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions.

If so charged, convicted/found liable, under ongoing investigation, or subject to orders, monitorship or enforcement actions, please state details:

- (i) Nature of the offense, violation, proceedings, investigation, and/or monitorship or enforcement actions: _____

¹ These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates.

- (ii) Court, area of jurisdiction and/or the enforcement agency: _____
 (iii) Resolution [*i.e. dismissed; settled; or convicted/duration of penalty*]: _____
 (iv) Other relevant details [*please specify*]: _____

- (l) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, can make and receive electronic fund transfer payments through the international banking system or otherwise discharge the Employer's obligation upon initiation of wire transfer.

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

- (i) Nature of the restriction: _____
 (ii) Jurisdiction of the restriction: _____
 (iii) Other relevant details: _____

- (m) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, key officers, directors and key personnel are not from a country which is prohibited to export goods or services to, or receive any payments from the Employer's country and/or are not prohibited to receive payments for particular goods or services by the Employer's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- (n) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract.²

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

- (o) We understand that it is our obligation to notify the Employer of any changes in connection with the matters described in paragraphs (f), (h), (i), (j), (k), (l), (m) and (n) of this Letter of Technical Bid.
- (p) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5]³
- (q) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (r) At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.

² If none has been paid or is to be paid, indicate "None".

³ Use one of the two options as appropriate.

- (s) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (t) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (u) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.
- (v) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time).

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Letter of Price Bid

Letter of Price Bid to be uploaded in e-portal only and not to be included in Technical Bid

-Note-

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

Date:

OCB No.:

Invitation for Bid No.:

To:

The Project Director,
Horticulture Development Officer
Department of Horticulture, Navbahar
City: Shimla, Himachal Pradesh
ZIP code: 171 002
Country: India

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.
- (c) We offer to execute in conformity with the Bidding Documents the following Works: **Field Preparation for Planting, including Layout Planning, Land Leveling and Pit Digging.**
- (d) The total price of our Bid, excluding any discounts offered in item (d) below is (Bidder to fill in the details for the Lot/Lots for which bid is submitted): :

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

The total bid price from the Summary of Bill of Quantities for admeasurement contracts or Activity Schedule for lump sum contracts should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.

Lot No.	Lot Reference No.	District	Total Bid Price
3.	CWH/FP/HMR-01	Hamirpur	
4.	CWH/FP/HMR-02	Hamirpur	

- (e) The discounts offered and the methodology for their application are as follows: *[insert discounts and methodology for their application if any]*

- (f) Our Bid shall be valid for a period of 180 (One Hundred Eighty) days starts from the date fixed for the bid submission deadline in accordance with ITB 22.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award through the issuance of Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (k) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (l) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (m) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.
- (n) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time).
- (o) I / We have visited the site as specified in the tender drawing as per provision of ITB 7.4. I / We are thoroughly inspected the local condition prevailing at site taking in to consideration all probable likely factors and difficulties which may be involve during execution of the work as per specification in all respects (e.g. Transportation of materials, communication facilities, climate conditions, availability of local labor and market rate at site) and declare that we will not be entitled to any additional financial claims whatsoever on such ground in future during execution of the work.

Name

In the capacity of
Signed
Duly authorized to sign the Bid for and on behalf of
Date

Bid Security

Bank Guarantee

[Bank's name, and address of issuing branch or office]⁴

Beneficiary: [Name and address of the Employer]

Date:

Bid Security No.:

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758.⁵

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

⁴ All italicized text is for use in preparing this form and shall be deleted from the final document.

⁵ Or the employer may use "Uniform Rules for Demand Guarantees (URDG) ICC Publication No. 458" as appropriate.

Bid-Securing Declaration (Not Applicable)

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

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

To: *[insert complete name of the Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[insert the number of months or years indicated in ITB 19.2 of the BDS]* starting on the date that we receive a notification from the Employer, if we are in breach of our obligation(s) under the bid conditions, because we

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Technical Bid and Letter of Price Bid; or
- (b) do not accept the correction of errors in accordance with the Instruction to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB, or (iii) fail or refuse to furnish the Domestic Preference Security, if required.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the expiration of our Bid.

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

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

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

Dated on _____ day of _____, _____

Corporate Seal *[where appropriate]*

AFFILIATE COMPANY GUARANTEE (Not Applicable)

Name of Contract/Contract No.: _____

Name and address of Employer: _____

[together with successors and assigns].

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

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

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

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

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

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

Signed by:..... Signed by:
[signature] [signature]

.....
[name] [name]

.....
[position in parent/subsidiary company] [position in parent/subsidiary company]

Date:.....

-- Note --

If permitted in accordance with ITB 32.2 of the BDS, the Bidder shall provide the Affiliate Company Guarantee Form filled out and signed by each subsidiary, parent entity, or affiliate that the Bidder submits for consideration of the Employer in determining its qualifications.

Technical Proposal

Personnel

Form PER – 1: Proposed Personnel (For Each LOT for which the bid is submitted)

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

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

-- Note --

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

Form PER – 2: Resume of Proposed Personnel (For Each LOT for which the bid is submitted)

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

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

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

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

Equipment (For Each LOT for which the bid is submitted)

Form EQU: Equipment

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

Item of Equipment					
Equipment Information	<table border="1"> <tr> <td>Name of manufacturer</td> <td>Model and power rating</td> </tr> <tr> <td>Capacity</td> <td>Year of manufacture</td> </tr> </table>	Name of manufacturer	Model and power rating	Capacity	Year of manufacture
	Name of manufacturer	Model and power rating			
Capacity	Year of manufacture				
Current Status	<table border="1"> <tr> <td>Current location</td> </tr> <tr> <td>Details of current commitments</td> </tr> </table>	Current location	Details of current commitments		
Current location					
Details of current commitments					
Source	<table border="1"> <tr> <td colspan="2">Indicate source of the equipment</td> </tr> <tr> <td>☐ Owned</td> <td>☐ Rented ☐ Leased ☐ Specially manufactured</td> </tr> </table>	Indicate source of the equipment		☐ Owned	☐ Rented ☐ Leased ☐ Specially manufactured
Indicate source of the equipment					
☐ Owned	☐ Rented ☐ Leased ☐ Specially manufactured				

Omit the following information for equipment owned by the Bidder.

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

TECHNICAL DETAILS (including all Technical Datasheets and other Technical Details/Parameters as per Employer's Requirements in Section 6)**Site Organization****Method Statement****Mobilization Schedule**

Please reflect the no-objection request and approval step for Site Specific Environmental, Health and Safety Management Plan as per Contract Conditions in the Mobilization Schedule.

Construction Schedule

The construction schedule shall include the following key milestones:

Environmental, Health and Safety Management Plan (EHSMP)

The Bidder shall submit an outline Environmental, Health and Safety Management Plan (EHSMP) commensurate with the risks and impacts of the proposed works and activities. 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 Bidder shall have regard to the EHS provisions of the contract and EHS risks including those as may be more fully described in Section 6 (Employer's Requirements).

Environmental, Health and Safety Code of Conduct

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

Note to Bidder

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

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

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

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

This EHS Code of Conduct is part of our measures to deal with environmental, health and safety risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "**Contractor's Personnel**" and are subject to this EHS Code of Conduct.

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this EHS Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
 - (a) ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
 - (b) wearing required personal protective equipment;
 - (c) using appropriate measures relating to chemical, physical and biological substances and agents; and
 - (d) following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;

6. report violations of this EHS Code of Conduct; and
7. not retaliate against any person who reports violations of this EHS Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

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

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

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

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

FOR CONTRACTOR'S PERSONNEL:

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

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

Signature: _____

Date: [*day month year*]: _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: [*day month year*]: _____

Bidders Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the following information requested in the corresponding Information Sheets. **(FOR EACH LOT FOR WHICH THE BID IS SUBMITTED)**

Form ELI - 1: Bidder's Information Sheet

Bidder's Information			
		Information of the Bidder	If the Bidder is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder's authorized representative (name, address, telephone number(s), fax number(s), e-mail address)			
Attached are copies of the following documents. 1) In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. 2) Authorization to represent the firm or Joint Venture named above, in accordance with ITB 20.2. 3) In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1. 4) In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5.			

Form ELI - 2: Joint Venture Information Sheet

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

Joint Venture / Specialist Subcontractor Information			
Bidder's legal name			
		Information of Joint Venture Partner or Specialist Subcontractor	If any Joint Venture Partner or Specialist Subcontractor is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address (es)		
	Postal address (es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/registration			
Corporate or registration number			
Joint Venture Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone number(s), fax number(s), e-mail address)			
Attached are copies of the following documents. 1) Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. 2) Authorization to represent the firm named above, in accordance with ITB 20.2. 3) In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.			

Form CON – 1: Historical Contract Nonperformance

Each Bidder must fill out this form in accordance with Criteria 2.2.1 and 2.2.3 of Section 3 (Evaluation and Qualification Criteria) to describe any history of nonperforming contracts and pending litigation or arbitration formally commenced against it.

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

Joint Venture Partner: _____

Table 1: History of Nonperforming Contracts

Choose one of the following:

- ☐ No nonperforming contracts.
- ☐ Below is a description of nonperforming contracts involving the Bidder (or each Joint Venture partner if Bidder is a Joint Venture).

Year	Description	Amount of Nonperformed Portion of Contract (INR equivalent)	Total Contract Amount (INR equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]	[insert amount]

Table 2: Pending Litigation and Arbitration

Choose one of the following:

- ☐ No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder.
- ☐ Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).

Year	Matter in Dispute	Value of Pending Claim in INR Equivalent	Value of Pending Claim as a Percentage of Net Worth
[insert year]	Contract Identification, as applicable: [indicate complete contract name/ number, and any other identification] Name of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert full name] Address of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert street/city/country] Matter of Dispute: [indicate full description of dispute] Party who initiated the dispute: [indicate "Employer" or "Contractor"] Status: [indicate status of dispute]	[insert amount]	[insert amount]

- Note -

Table 2 of this form shall only be included if Criterion 2.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form CON – 2: EHS Performance Declaration

Each Bidder must fill out this form in accordance with Criterion 2.2.4 of Section 3 (Evaluation and Qualification Criteria).

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

Joint Venture Partner: _____

In case of a Specialist Subcontractors, each Specialist Subcontractor must fill out this form and provide the Specialist Subcontractor's name:

Specialist Subcontractor: _____

Environmental and Health and Safety Performance Declaration in accordance with Section 3 (Evaluation and Qualification Criteria)			
☐ 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 or Health and Safety performance since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 2.5.			
☐ 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 or Health and Safety performance since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 2.5. Details are described below:			
☐ Declaration of request for replacement of Key Environment, Health and Safety Personnel: The following contract(s) has/have experienced a request by the Employer to replace Environmental, Health and Safety Personnel for reasons related to Environmental or Health and Safety performance since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 2.5. Details are described below:			
☐ Declaration of past fatality resulted from EHS issues on site: The following contract(s) has/have experienced a fatality resulted from EHS issues on site since the date specified in Section 3 (Evaluation and Qualification Criteria), Criterion 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for suspension or termination: [indicate main reason(s) e.g. discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]	[insert amount]
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification]	[insert amount]

	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 EHS performance		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and INR 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 suspension or termination: <i>[indicate main reason(s) e.g. discharge over environmental limit, workers did not have required health and safety permits to undertake high risk work, work carried out was not adhered to approved construction methodology and quality control plan]</i>	<i>[insert amount]</i>
Key EHS personnel replacement requested by the Employer for reasons related to EHS performance		
Year	Contract Identification and Reasons	Personnel replacement action and results
<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 requesting for replacement: <i>[indicate main reason(s)]</i>	<i>[insert description]</i>
Fatality due to EHS issues on Site		
Year	Contract Identification	Follow-on actions taken by the contractor
<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> Description of fatality event: Causation:	<i>[insert description]</i>

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

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

Joint Venture Partner: _____

Financial Data for Previous 5 (Five) Years [INR Equivalent]				
Year 1:	Year 2:	Year 3:	Year 4:	Year 5:

Information from Balance Sheet

Total Assets (TA)					
Total Liabilities (TL)					
Net Worth = TA - TL					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital = CA - CL					

Most Recent Working Capital

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

Information from Income Statement

Total Revenues						
Profits Before Taxes						
Profits After Taxes						

☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last <u>3 (Three)</u> years, as indicated above, complying with the following conditions. 1) Unless otherwise required by Section 3 of the Bidding Document, all such documents reflect the standalone financial situation of legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates. 2) Historical financial statements must be audited by a certified accountant. 3) Historical financial statements must be complete, including all notes to the financial statements. 4) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).	☐	☐	☐
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Form FIN - 2: Average Annual Construction Turnover

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to Indian Rupees.

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

Joint Venture Partner: _____

Annual Turnover Data for the Last 5(Five) Years (Construction only)			
Year	Amount Currency	Exchange Rate	INR Equivalent
2022-2023			
2021-2022			
2020-2021			
2019-2020			
2018-2019			
Average Annual Construction Turnover for best 3 (Three) consecutive years			INR

Note: Bidder to mention the best 3 (Three) consecutive Financial Years used for arriving at the Average Annual Construction Turnover

Form FIN – 3: Availability of Financial Resources

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

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

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

Joint Venture Partner: _____

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

^a To be substantiated by a letter from the bank issuing the line of credit.

Form FIN- 4: Financial Resources Requirement

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

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

Joint Venture Partner: _____

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

^a Remaining outstanding contract values to be calculated from 28 days prior to the bid submission deadline (INR equivalent based on the foreign exchange rate as of the same date).

^b Remaining contract period to be calculated from 28 days prior to bid submission deadline.

Form FIN - 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources (Criterion 2.3.3 of Section 3)

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

Form FIN - 5A: For Single Entities

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

Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
One Partner:					
_____ (Name of Partner)					
Each Partner:					
_____ (Name of Partner 1)					
_____ (Name of Partner 2)					
_____ (Name of Partner 3)					
All partners combined	$\Sigma D =$ Sum of available financial resources net of current contract commitments for all partners		$\Sigma D =$ _____		

- Note -

Form FIN – 5 is made available for use by the bidder as a self-assessment tool, and by the Employer as an evaluation work sheet, to determine compliance with the financial resources requirement as stated in 2.3.3. Failure to submit Form FIN - 5 by the Bidder shall not lead to bid rejection.

Form EXP – 1: Contracts of Similar Size and Nature

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

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

Contract of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date		Completion Date
Total Contract Amount	INR	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone/Fax Number E-mail		
Description of the Similarity in Accordance with Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria)		

Form EXP - 2: Construction Experience in Key Activities

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

Each Bidder must fill out this form.

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

Specialist Subcontractor: _____

Contract with Similar Key Activities		
Contract No of	Contract Identification	
Award Date		Completion Date
Total Contract Amount	INR	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's Name Address Telephone Number Fax Number E-mail		
Description of the Key Activities in Accordance with Criterion 2.4.2 of Section 3 (Evaluation and Qualification Criteria)		

Form EXP – 3: Specific Experience in Managing Environmental, Health and Safety Aspects

Fill out one form per contract.

Each Bidder must fill out this form.

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

Joint Venture Partner: _____

1. Key Requirement no 1 in accordance with Criterion 2.4.3 of Section 3: _____

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			INR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with Criterion 2.4.3 of Section 3: _____

3. Key Requirement no 3 in accordance with Criterion 2.4.3 of Section 3: _____

Form EXP – 4: Environmental, Health and Safety Certification

Please provide the following information:

Availability of the following valid ISO certification or internationally-recognized equivalent (equivalency to be demonstrated by the Bidder), and applicable to the worksite:

[Select the required certifications from below^a]

- Quality management certificate ISO 9001
- Environmental management certificate ISO 14001
- Health and Safety management certificate ISO 45001

^a *Depending on the environmental, health and safety issues of the worksite and the type of competition planned (national or international), the list of required certifications may be restricted to those corresponding to the main issue of the worksite management, or removed altogether.*

Form EXP – 5: Environmental, Health and Safety Documentation

Please provide the following information:

Availability of in-house policies and procedures acceptable to the Employer for EHS management:

1. Existence of an Ethics Charter.
2. Existence of a system for monitoring compliance with EHS commitments for the Bidder's Subcontractors and all its partners.
3. Existence of official company procedures for the management of the following relevant points:

[Select 3-5 that apply for the worksite from below options- as per Section 2]

- EHS resources and facilities and EHS monitoring system;
- Project Areas management information (base camps, quarries, burrow pits, storage areas);
- Health and Safety on worksites policy and related guidance;
- Local recruitment and EHS trainings of local staff/subcontractors/local partners;
- Community stakeholder engagement practice;
- Traffic management practice;
- Hazardous products management practice;
- Waste management practice;
- Protection of water resources;
- Biodiversity protection practices;
- Site rehabilitation and revegetation practice;
- Local cultural heritage protection practice;
- Erosion and sedimentation practices;
- Control of infectious and communicable diseases (HIV/AIDS, malaria, COVID-19 etc)

Form EXP – 6: Environmental, Health and Safety Dedicated Personnel

Please provide CV {Form PER-2} of the in-house personnel of the main contractor/Joint Venture partners for the EHS positions specified in Section 6 (Employer's Requirements):

- Environmental Specialist
- Health and Safety Specialist

Schedules (Not Applicable)

Schedule of Payment Currencies

Forinsert name of Section of the Works

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

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

-- Note --

The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by the source specified in BDS 15.

Table(s) of Adjustment Data (Not Applicable)

Table A - Local Currency Payment

Index Code	Index Description	Source of Index *	Base Value and Date	Bidder's Proposed Weighting (coefficient)
L: Labor E: Equipment M1: Material 1 M2: Material 2 ...etc...	Nonadjustable	—	—	a: _____ b: _____ c: _____ d: _____ e: _____
Total				1.00

To be entered by the Employer

To be entered by the Bidder. (Employer may prescribed the range. of weighing)

Table B - Foreign Currency Payment (Not Applicable)

Name of Currency:

[Insert name of currency. If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency such as #1, #2 and #3.]

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Proposed Weighting (coefficient)
L: Labor E: Equipment M1: Material 1 M2: Material 2 ...etc...	Nonadjustable	—	—	a: _____ b: _____ c: _____ d: _____ e: _____
				1.00

To be entered by the Bidder

To be entered by the Bidder. (Employer may prescribed the range. of weighing)

Notes

- "Base Date" means the date 28 days prior to the deadline for submission of bids.
- For a given currency, the "Source of Index" should be issued or published within the country to which the currency relates.
- Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.5.

Activity Schedule (Not Applicable)

[Schedules of Prices – Lump sum Contract]

The Employer shall indicate the list of major activities comprising the works and the number of measurement units consistent with the description of works, drawings, and specifications in Section 6 (Employer's Requirements). Each work item shall be described in sufficient detail to provide clear guidance to Bidders with respect to the type of works, their scope and complexity, and compliance with the required standards.

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

The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the Activity Schedule, and where no Items are provided, the cost shall be deemed to be distributed among the Amounts for the related Items of Work.

PREAMBLE TO BILL OF QUANTITIES

1.0 INTRODUCTION

The Bill of Quantities (BOQ) shall be read in conjunction with the Instructions to Bidders, General Conditions of Contract, Particular Conditions of Contract, Technical Specifications, Bid Data Sheets and Drawings. The rates quoted shall be inclusive of cost of all materials, transportation and carriage of material up to works site, labour, plant and equipment, tools and tackles, safety gadgets, incidentals etc. as may be required for that particular item in the BOQ which is to be read in conjunction in the specification.

The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be on the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities. If such rates are not available in the Bill of Quantities, this will be treated as extra work and such rates and prices will be fixed by the Engineer / Project Manager as per the terms of the Contract.

Mode of measurement, if not specified elsewhere shall be followed as per available codes of practice published by the Bureau of Indian Standards (BIS).

The rates and prices tendered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract, include all temporary facilities, access, notices to maintain traffic prevailing in an accessible manner, as far as possible for similar flow existing and also including all construction of plant, labour, supervision, materials, erection, maintenance, insurance, overhead, profit, taxes and duties together with all general risk, liabilities and obligation set out or implied in the contract.

General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. The Bidder must refer to the relevant sections of the bid documents including specifications, data sheets and drawings before quoting rates or prices against each item in the Bill of Quantities.

Provisional Sum, if included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager/ Engineer in accordance with the General Conditions of Contract. Payment for work under provisional item shall be payable for statutory requirement by other agencies viz. HPSEBL, PWD, Himachal Pradesh Police & specialized agencies or the like and for any unforeseen items of work. Payment for statutory requirement by the external agencies as above will be made as per bill raised by the other agency + 7.5% as Contractor's service charges. However, approval of the agency and their rates shall be done jointly by the Engineer / Project Manager. The amount kept under this head is as decided by the Project Manager and the Contractor shall not change this figure or quote of his own. The amount is subject to variation as per requirement of project with approval of the Project Manager.

2.0 GENERAL

2.1.1 General Basis for Pricing

- 2.1.2 The Bidder shall be deemed to have read and examined the Bid Documents as well as inspected the project site thoroughly to conceive the work in totality to quote against each item of work as given in the BOQ.

- 2.1.3 The Bidder shall be deemed to be fully conversant with the site conditions and the nature and complexity of the work to be undertaken and taking into account all eventualities which can arise before, during and after project execution.
- 2.1.4 It is to be expressly understood that the measured work is to be taken net (not withstanding any system or practice to the contrary) according to the actual quantities finished according to the drawings or as may be ordered from time to time by the Engineer and the cost calculated for the respective prices.
- 2.1.5 Unless otherwise stated, all items shall be measured as executed as per drawing and specification and no allowance will be made for wastage, working space, bulking or shrinkage, and the like.
- 2.1.6 The Contractor shall have to establish as per requirement office at site with adequate space for their personnel, inclusive of necessary furniture & furnishing, computers with printers, consumables etc., storage space for equipment, materials etc. Contractor's quoted rates and price shall be inclusive of this and no separate payment will be made on this account.
- 2.1.7 The quoted rates and prices shall also be inclusive of communication system as per requirement to be established at site (telefax, internet facilities etc.), vehicles for movement at site etc. No extra cost against such items will be paid.

2.2 Miscellaneous

- 2.2.1 Temporary power connections, telephones, construction water shall be arranged by the Contractor at his own cost and shall be deemed to be included in their quoted rates. Alternative power arrangement shall be made by Contractor without any extra charge.
- 2.2.2 All underground and over ground utility items shall have to be suitably supported during the construction phase by the Contractor so that the existing utility services are not damaged. No extra payment will be made on this account.
- 2.2.3 The Contractor shall keep plumbers, technicians and electricians ready for repair/ shifting of existing underground/ over ground utilities and for crisis management.
- 2.2.4 During progress of work, convenient access to adjacent premises shall be made by the Contractor. No extra payment will be made on this account.
- 2.2.5 For speedy progress of work in case of exigency, while working along busy road etc., Contractor may have to do work round the clock at the instance of the Engineer/Project Manager. Arrangement for lighting and other safety requirements shall have to be done for night working. No extra payment shall be made to the Contractor except the items provided in the BOQ.
- 2.2.6 Temporary restoration of roads, as required, with excavated spoils will have to be done by the Contractor till permanent road is constructed and handed over. Temporary restoration shall be done as per instruction of Engineer and will be payable as per BOQ provision.
- 2.2.7 Dewatering item in BOQ will be applicable after finalization of the scheme and programme of pumping and with the Engineer.
- 2.2.8 The item rates quoted by the Contractor shall, unless otherwise specified, also include compliance of/ supply of the following:
- i) General works such as setting out, clearance of site before setting out and clearance of works after completion.
 - ii) A detailed programme for the construction and completion of the work.

- iii) Samples of various materials proposed to be used on the work for conducting tests thereon as required as per the provisions of the Contract and approved Quality Assurance Plan (QAP).
- iv) Any other item of work which is not specially provided in the Bill of Quantities but which is necessary for complying with the provisions of the Contract.
- v) All temporary works, formwork and false work.
- vi) Arrange a laboratory with facilities for testing and testing of various items of works as specified in relevant clauses.
- vii) Cost of in-built provisions for Quality Assurance.
- viii) Cost of labour hutment, site office.
- ix) Cost of safeguarding the environment.
- x) Cost of providing 'as-built drawings' in soft copy and hard copy in required numbers and preparation of O&M manual for any equipment furnished.

2.3 Extra items of work – If during the progress of work any extra items need to be carried out, which in the opinion of the Engineer/ Project Manager is essentially required to be executed, then the extra item shall be analyzed as follows:

- i) Derived from rates of similar items of works stated in the tendered offer
- ii) In the event an extra item of work that cannot be derived from (i) above, then the following shall be applicable.

The actual cost of materials based on documentation including labour, transportation, overhead and profit as per State PWD and / or CPWD norms.

Bidder's Price Schedule
(For information purpose only)

Price Bid to be uploaded in e-portal only and not to be included in Technical Bid

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	UNIT RATE In Figures To be entered by the Bidder incl transportation of materials to site and GST(Per Hectare for Sr. No. 1.01 and Per Pit for Sr. No. 1.02) (INR)	Total No of Pits per hectare (Not to be changed by bidder)	Total Hectare(Not to be changed by the bidder)	TOTAL AMOUNT incl GST (INR)	TOTAL AMOUNT In Words
1	Lot No. 3: CWH/FP/HMR-01							
1.01	Land Development work for agriculture purpose including field preparation, Layout planning, Land levelling ,etc.complete all as per the technical specification and drawings as included in Section -6 of Bid Document.	1	Per Hectare		0.00	214.64	0.00	INR Zero Only
1.02	Pit digging (60x60x60cm) for 3x3m spacing as per the technical specification and drawings as included in Section -6 of Bid Document -	1	Per Pit		1,111.00	214.64	0.00	INR Zero Only
1.03	Total A						0.00	INR Zero Only
1.04	Add Provisional Sum and Contingency (B) (Fixed amount not to be changed by the Bidder)						19,07,667.00	INR Nineteen Lakh Seven Thousand Six Hundred & Sixty-Seven Only
Total in Figures	Total Bid Price Lot 1 = (A) + (B), as transferred to Letter of Bid						19,07,667.00	INR Nineteen Lakh Seven Thousand Six Hundred & Sixty-Seven Only
Quoted Rate in Words		INR Nineteen Lakh Seven Thousand Six Hundred & Sixty-Seven Only						

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	UNIT RATE In Figures To be entered by the Bidder incl transportation of materials to site and GST(Per Hectare for Sr. No. 1.01 and Per Pit for Sr. No. 1.02) (INR)	Total No of Pits per hectare (Not to be changed by bidder)	Total Hectare(Not to be changed by the bidder)	TOTAL AMOUNT incl GST (INR)	TOTAL AMOUNT In Words
1	Lot No. 4: CWH/FP/HMR-02							
1.01	Land Development work for agriculture purpose including field preparation, Layout planning, Land levelling ,etc.complete all as per the technical specification and drawings as included in Section -6 of Bid Document.	1	Per Hectare		0.00	369.01	0.00	INR Zero Only
1.02	Pit digging (60x60x60cm) for 3x3m spacing as per the technical specification and drawings as included in Section -6 of Bid Document -	1	Per Pit		1,111.00	369.01	0.00	INR Zero Only
1.03	Total A						0.00	INR Zero Only
1.04	Add Provisional Sum and Contingency (B) (Fixed amount not to be changed by the Bidder)						32,79,669.00	INR Thirty Two Lakh Seventy Nine Thousand Six Hundred & Sixty Nine Only
Total in Figures	Total Bid Price Lot 1 = (A) + (B), as transferred to Letter of Bid						32,79,669.00	INR Thirty Two Lakh Seventy Nine Thousand Six Hundred & Sixty Nine Only
Quoted Rate in Words		INR Thirty Two Lakh Seventy Nine Thousand Six Hundred & Sixty Nine Only						

Section 5: Eligible Countries

This section contains the list of eligible countries.

1.	AFG	Afghanistan	35.	FSM	Micronesia, Federated States of
2.	ARM	Armenia	36.	MON	Mongolia
3.	AUS	Australia	37.	MYA	Myanmar
4.	AUT	Austria	38.	NAU	Nauru
5.	AZE	Azerbaijan	39.	NEP	Nepal
6.	BAN	Bangladesh	40.	NET	The Netherlands
7.	BEL	Belgium	41.	NIU	Niue
8.	BHU	Bhutan	42.	NZL	New Zealand
9.	BRU	Brunei Darussalam	43.	NOR	Norway
10.	CAM	Cambodia	44.	PAK	Pakistan
11.	CAN	Canada	45.	PAL	Palau
12.	PRC	China, People's Republic of	46.	PNG	Papua New Guinea
13.	COO	Cook Islands	47.	PHI	Philippines
14.	DEN	Denmark	48.	POR	Portugal
15.	FIJ	Fiji	49.	SAM	Samoa
16.	FIN	Finland	50.	SIN	Singapore
17.	FRA	France	51.	SOL	Solomon Islands
18.	GEO	Georgia	52.	SPA	Spain
19.	GER	Germany	53.	SRI	Sri Lanka
20.	HKG	Hong Kong, China	54.	SWE	Sweden
21.	IND	India	55.	SWI	Switzerland
22.	INO	Indonesia	56.	TAJ	Tajikistan
23.	IRE	Ireland	57.	TAP	Taipei, China
24.	ITA	Italy	58.	THA	Thailand
25.	JPN	Japan	59.	TIM	Timor-Leste
26.	KAZ	Kazakhstan	60.	TON	Tonga
27.	KIR	Kiribati	61.	TUR	Turkey
28.	KOR	Korea, Republic of	62.	TKM	Turkmenistan
29.	KGZ	Kyrgyz Republic	63.	TUV	Tuvalu
30.	LAO	Lao People's Democratic Republic	64.	UKG	United Kingdom
31.	LUX	Luxembourg	65.	USA	United States
32.	MAL	Malaysia	66.	UZB	Uzbekistan
33.	MLD	Maldives	67.	VAN	Vanuatu
34.	RMI	Marshall Islands	68.	VIE	Viet Nam

Section 6: Employer's Requirements

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Attachment 1: Generic Environmental Management Plan (EMP)
Attachment 2: List of Threatened Plant and Animal Species in HP
Annexure 1: List of Threatened Plants species
Annexure 2: List of Clusters with Coordinate and Crop

Project Background

Background

The Government of Himachal Pradesh in association with the Asian Development Bank co-financing the **Himachal Pradesh Subtropical Horticulture, Irrigation and Value Addition (HPSHIVA)** to “Improve the irrigation infrastructure for farmers, increase the production of subtropical horticulture crops by building climate and disaster resilience agricultural systems and increase profitability and farm-gate prices for horticulture farmers through value chain development strategy and cluster focused interventions in targeted horticulture commodities”.

This project aims to support 20,000 households across 7 districts (**Bilaspur, Hamirpur, Kangra, Mandi, Solan, Sirmour and Una**) with a focus on targeted horticulture commodities including but not limited to **Guava, Citrus, Litchi, Plum, Persimmon, Pecan nut, Pomegranate, and Mango** to contribute towards generating additional livelihoods and increased income through the project interventions.

The Government of Himachal Pradesh has appointed the Department of Horticulture as the Executing Agency for the project. The project will be implemented by jointly by Department of Horticulture (DoH) and Jal Shakti Vibhag (JSV)

The government has pre-selected 4000 Ha for the implementation of proposed schemes under the present scope of the assignment. This area is spread as per given in below Table:

Lot No.	Lot Reference No.	District	Approx. Area (Ha)
3.	CWH/FP/HMR-01	Hamirpur	214.64
4.	CWH/FP/HMR-02	Hamirpur	369.01
		Total	583.65

Scope of work:

The broad scope of work includes but not limited to the following:

- a. Site Clearance
- b. Layout of the planting plan
- c. Land development
- d. Pit digging

Technical Specification

Field preparation

a. Layout of the planting plan

The planting plan is to be laid out on the specified site under a square or rectangular system of planting with appropriate linearity as per approved spacing between line to line and row to row. The position of the plants is to be specified on ground specifically at:

- Point where plant to be planted
- At the mid of the rows on two sides

These corresponding two points may also be fixed with the help of planting boards/ wooden/iron pegs of height 60 cm and bearing different colour codes - red colour paint tag on pegs indicating the plant position and green colour paint tag for corresponding points of the plant at mid of the row. For maintaining the linearity of the planting rows on both axis suitable surveying equipment should be used. Orientation of the rows perpendicular to the slope, preferably North to South, depending upon feasible. Under undulating situations, the deviation in dimensions to a level of 1% is acceptable, in no case, the overall appearance of the rows on both axes should be tarnished. The detailed specification of the planting plan for each crop w. r. t. each site is given in the Figure 1 of Drawing.

b. Land development

- **Land levelling and terracing:** Removal of bushes, bunds and stubbles supplemented by Surface levelling, smoothing and shaping the field surface with minimal earth movement to provide a slope that supports effective water drainage and prevents soil erosion.
- **Dressing cum bed making:** Width 1.20 m and height 0.3 m above natural ground level by way of excavating the top orchard soil along with the pits in the planting row, banking, breaking clods, ramming and dressing ground for the purpose of making raised bed along the plant rows. Removal of trash and surplus earth, if any, with all leads and lifts.

c. Pit digging

After Layout, Surface levelling and Bed making, pit digging will be done as per the approved line to line and row to row spacing for each crop with each pit having the dimensions of 0.60 X 0.60 x 0.60 cm. As per the soil type and feasibility either earth excavator or earth augur (Pit Digger) will be used to achieve maximum pit digging in minimum possible time. Manual Pit digging though costly may be also used whenever felt necessary.

Plant Spacing

The recommended spacing between plant to plant and row to row and number of plants required per hectare for different sub-tropical fruit crops is given as under:

Crop	Spacing (Metre X Metre)	No. of plants (Nos/ha)
Guava	3x3	1111
Citrus	3x3	1111
Pomegranate	3x3	1111
Litchi	4x4	625

Crop	Spacing (Metre X Metre)	No. of plants (Nos/ha)
Mango	3x3	1111
Pecan nut	6x6	278
Persimmon	4x4	625
Plum	4x4	625

Environment, Health and Safety Management Requirement

Within 28 days from the date of the Letter of Acceptance, the Contractor shall submit a detailed site-specific Environmental, Health and Safety Management Plan (EHSMP) based on the generic environmental management plan (EMP) below. The Contractor will not start any pre-construction and/or construction works until the EHSMP is approved by Project Manager. The EHSMP shall indicate how the Contractor intends to perform all mitigation and monitoring measures to manage environmental impacts as documented in the initial environmental examination (IEE) and EMP. The Contractor shall familiarize on the information set forth in the project's IEE, which is required under ADB Safeguard Policy Statement of 2009. Work shall not commence on the site until the no objection of site-specific EHSMP has been obtained from the Project Manager.

The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations. The Contractor shall also comply with all requirements of the national and local authorities responsible for enforcing environmental health and safety controls, such as the following aspects (but not limited to):

1. Biodiversity conservation and sustainable natural resource management
2. Pollution prevention and abatement
3. Health and safety of workers and nearby community people
4. Control of infectious & communicable diseases (HIV/AIDS, malaria, COVID-19 etc.)
5. Local cultural conservation
6. Labor codes

The Contractor is responsible for providing site workers with safe and healthy working conditions to minimize occurrence of accidents, injuries, and disease. This includes the establishment of preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities. Environment, health and safety focal person/s will be recruited by the Contractor to attend to environment, health and safety requirements.

The Contractor is required to provide all personnel on site including Employer's Personnel and visitors with personal protective equipment in accordance with the site-specific EHSMP. The Contractor should ensure that his Subcontractor(s) comply with the site-specific EHSMP and provide all such necessary equipment to their personnel.

The Contractor shall (a) establish an operational system for managing environmental, health and safety impacts, (b) comply with the measures and requirements relevant to the Contractor set forth in the IEE and the EMP, with the approved site-specific EHSMP, and with any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor the implementation of the project IEE and EMP through the EHSMP, (c) allocate the budget required to ensure that such measures, requirements and actions are carried out, (d) document mitigation and monitoring measures submit monthly reports on the compliance of such measures to the Project Manager and the Employer.

Where unanticipated health and safety hazards, or environmental risks or impacts become apparent during the Contract, the Contractor is required to update the site-specific EHSMP to outline the potential impacts to site works and associated mitigation measures for the Project Manager's approval.

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

In the event of a significant injury involving medical treatment or hospitalization and fatal accident the Contractor shall notify the Project Manager immediately by verbal communication and submit a formal report

as soon as practicable after its occurrence. For all accidents, whether fatal or not, the Contractor shall also notify the appropriate local authorities in accordance with the Laws of the Country.

During the design, construction of the project, the pollution prevention and control technologies and practices consistent with international good practice, as reflected in internationally recognized standards such as the World Bank Group's Environment, Health and Safety Guidelines, World Health Organization's guidelines on ambient air quality and noise level etc., will be applied. (https://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/policies-standards/ehs-guidelines) These standards contain performance levels and measures that are normally acceptable and applicable to projects. When Government of India regulations differ from these levels and measures, the contractor will achieve whichever is more stringent. If less stringent levels or measures are appropriate in view of specific project circumstances, provide full and detailed justification for any proposed alternatives that are consistent with the requirements presented in ADB SPS.

The contractor shall be responsible for preparing and submitting a site-specific Environmental Management Plan (EMP) based on the generic EMP mentioned below. The Contractor will not start any pre-construction and or construction work until the site-specific EMP is approved by PMU/ PIU. It is the contractor's responsibility to get Consent to Establish as relevant the activities included in the package. All works undertaken towards the protection of environmental resources and managing the health and safety of the labourer as part of the EMP will be deemed to be incidental to works being carried out and no separate payment will be made unless otherwise specified explicitly. The Scope of Work (SoW) of the Contractor towards implementation of the environmental provision shall be as follows:

- Abide by all existing and new upcoming environmental regulations and requirements of the Government of India and State Government of Himachal Pradesh throughout the construction period
- The contractor should comply with all safety rules at work, and provision of adequate health and safety measures for COVID infection
- Where unanticipated environmental risks or impacts become apparent during the Contract, the Contractor is required to update the site-specific EMP to outline the potential impacts to site works and associated mitigation measures for the PMU/ PIU approval

Specific EMP Requirements for Horticulture sector related works

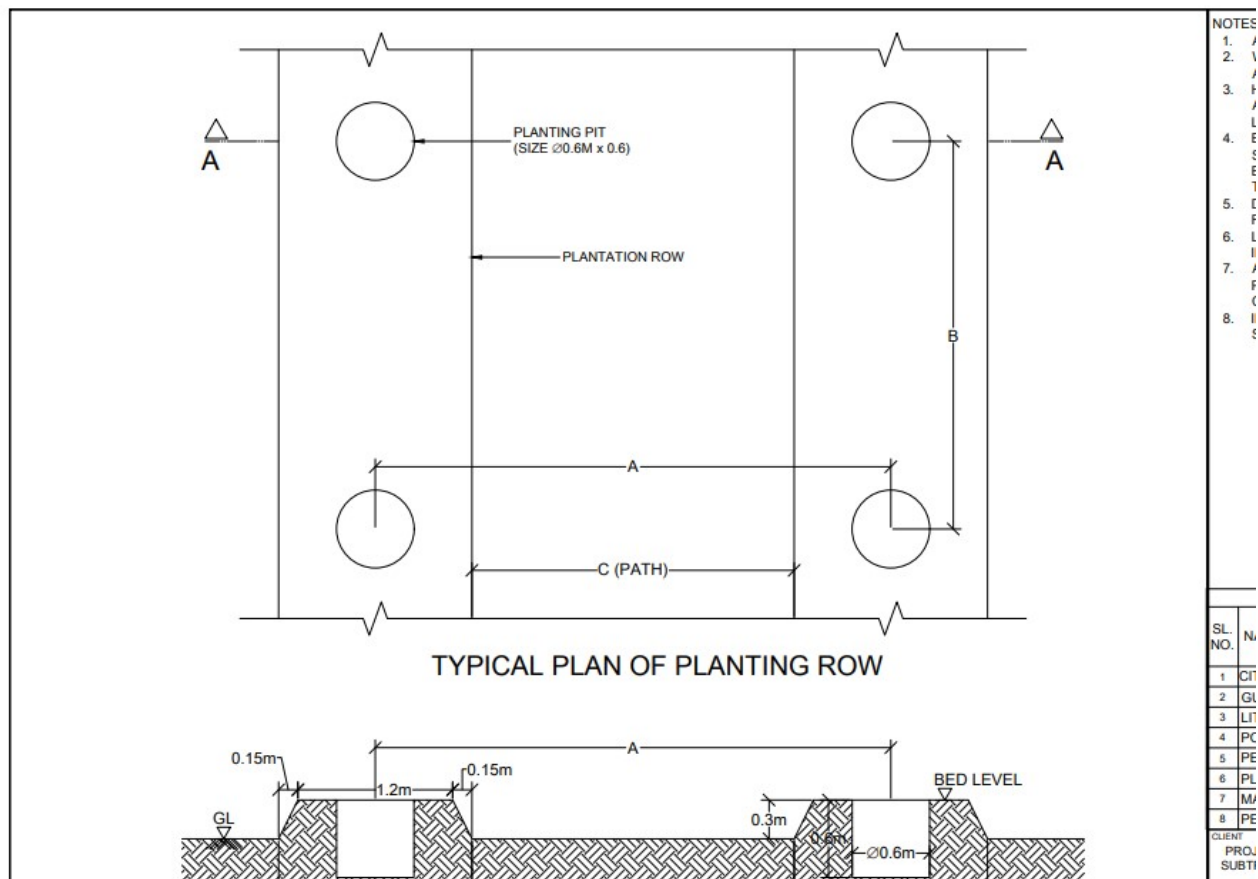
Impacts	Suggested Measures
Degradation of surface water quality and Watershed Management	Select a construction methodology that is least disturbing, and appropriate for the in-situ site condition, and able to complete the construction work in minimum time. Schedule the construction works during the lean period only and ensure that works is completed before onset of monsoon. Erect temporary barriers/ coffer dam to form enclosed construction area with least disturbance. Allow adequate time to settle the solids prior to pumping out water; only clear/clarified water shall be pumped back into the water body/reservoir; any silt laden water should be pumped to a silt pond only. Install temporary silt traps or sedimentation basins along the drainage leading to the water bodies; Avoid/minimize use of fuels, chemicals, and lubricants; ensure no spillage; and have an equipment spill and containment plan on-site. Determine irrigation water requirements of the crop by following best practice guidelines; Maintain a water management logbook to keep the water usage rationale; use drip irrigation technique to avoid evaporation loss; Reduce seepage losses in supply channels by lining them or using closed pipes.
Degradation in ambient air quality	• Comply with the Air Act, 1981 in controlling air pollution from construction activities. • Damp down the soil and any stockpiled material on site by water sprinkling. • Use tarpaulins to cover the loose material (soil, sand, aggregate etc.) when transported by trucks. • Control dust generation while unloading the loose material (particularly aggregate, soil) at the site by sprinkling water and unloading inside the barricaded area. • Stabilize surface soils where loaders, support equipment and vehicles will operate by using water and maintain surface soils in a stabilized condition. • Apply water and maintain soils in a visible damp or crusted condition for temporary stabilization • Apply water prior to levelling or any other earth moving activity to keep the soil moist throughout the process. • Avoid open burning during land preparation, weed control, and post-harvest treatments; Check PUC status of construction vehicles and machineries; Prohibit burning of pesticide-treated agricultural wastes and by-products. • For pipe laying activities - Barricade the construction area using hard barricades on both sides and provide dust/wind screen; Initiate site clearance and excavation work only after barricading of the site is done; Confine all the material, excavated soil, debris, equipment, machinery (excavators, cranes etc.), to the barricaded area; Limit the stock piling of excavated material at the site; remove the excess soil from the site immediately to the designated disposal area; Undertake the work section wise: 100-200 m section should be demarcated and barricaded.
Noise Quality	Plan activities in consultation with PIU so that activities with the greatest potential to generate noise are conducted during periods of the day which will result in least disturbance; Horns should not be used in front of hospital and schools unless it is necessary to warn other road users or animals of the vehicle's approach; Minimize noise from construction equipment by using vehicle silencers, fitting jackhammers with noise-reducing mufflers, and use portable street barriers to minimize sound impact to surrounding sensitive receptor; Maintain maximum sound levels not exceeding 80 decibels (dBA) when measured at a distance of 10 m or more from the vehicle/s. Identify any buildings at risk from vibration damage and avoiding any use of pneumatic drills or heavy vehicles in the vicinity; Consult local communities in advance of the work to identify and address key issues, and avoid working at sensitive times; use of acoustic DG set; keep the machinery in good working condition;
Soil conservation and management	Minimize soil compaction, damage, or disturbance by using appropriate land preparation machinery; Replenish soil organic matter by recycling crop residues, compost, and manures.; Employ erosion control management practices; Use flow control valves and diversion channel to reduce erosion.
Nutrient Management	Use green manures, mulching techniques to maintain soil cover, reduce the loss of nutrients, replenish soil organic matter, capture and/or conserve soil moisture; Draw up balanced fertilizer programs; Conduct periodic soil analysis to detect changes in soil fertility, inform decisions on fertilizer application rates, and avoid unsustainable nutrient depletion and over-fertilization.
Solid Waste disposal and	Prepare and implement a Construction Waste Management Plan, as far as possible

management	utilize the debris and excess soil in construction purpose, avoid stockpiling any excess spoils at the site for long time. Stockpile should not cause any obstruction to natural waterway, If disposal is required, the site shall be selected preferably from barren, infertile lands; site should have located away from residential areas, forests, water bodies and any other sensitive land uses, Domestic solid wastes should be properly segregated in biodegradable and non- biodegradable for collection and disposal to designated solid waste disposal site; create a compost pit at workers' camp sites for disposal of biodegradable waste; non- biodegradable / recyclable material shall be collected separately and sold in the local recycling material market, Residual and hazardous wastes such as oils, fuels, and lubricants shall be disposed of in disposal sites approved by PCB, recycle residues and other organic materials by leaving the materials on site or through composting (and spreading); Disperse (or mulch) large vegetative structures.
Pest Management	Identify the main pests affecting crops in the region, assess the risks to the operation, and determine whether a strategy and capacity is in place; apply early-warning mechanisms for pests and diseases, Select resistant varieties and use the cultural and biological control of pests, diseases, and weeds to minimize dependence on pesticide (chemical) control options.
Use and management of pesticides	Ensure that any pesticides used are manufactured, formulated, packaged, labelled, handled, stored, disposed of, and applied according to the FAO's International Code of Conduct on Pesticide Management, Do not purchase, store, use, or trade pesticides that fall under the World Health Organization's (WHO) Recommended Classification of Pesticides by Hazard Classes 1a (extremely hazardous) and 1b (highly hazardous) or Class II (moderately hazardous).
Use of fertilizer	Implement a suitable training program for personnel that are transporting, handling, loading, storing and applying fertilizers.
Occupational Health and Safety	Develop and implement site-specific occupational health and safety (OHS) Plan and COVID-19 management plan; ensuring all workers are provided with and use personal protective equipment like helmet, gumboot, safety belt, gloves, nose/ face mask and ear plugs; ensure EHS training for all site personnel; documentation of work-related accidents; Secure all installations from unauthorized intrusion and accident risks; Provide supplies of potable drinking water; Ensure moving equipment is outfitted with audible back-up alarms; Mark and provide sign boards for hazardous areas such as energized electrical devices and lines, service rooms housing high voltage equipment, and areas for storage and disposal. Signage shall be in accordance with international standards and be well known to and easily understood by workers, visitors, and the public as appropriate.
Community Health and Safety	Restrict construction vehicle movements to defined access roads and demarcated working areas (unless in the event of an emergency); Enforce strict speed limit (20-30 kilometre per hour or kmph) for playing on unpaved roads, construction tracks; Night-time haulage will be by exception only, as approved by the PMU to minimize driving risk and disturbance to communities; Temporary traffic control (e.g. flagmen) and signs will be provided where necessary to improve safety and provide directions; All drivers will undergo safety and training; Public access to all areas where construction works are on-going will be restricted through the use of barricading and security personnel; Warning signs, blinkers will be attached to the barricading to caution the public about the hazards associated with the works, and presence of deep excavation.

Activity and Potential Adverse Environmental Impacts	Mitigation Measures	Reference to laws /guideline	Location	Monitoring indicators (MI)/ Performance Target (PT)	Monitoring Methods	Mitigation Costs	Institutional Responsibility	
							Implementation	Supervision
Designing and Pre-construction Phase – Drip Irrigation – No adverse impact. System provider to ensure adequate head pressure is maintained with or without solar-power water pumps so that every plant in the field receives water.								
Construction Phase – Drip Irrigation – Drip Irrigation has more positive impacts than adverse impacts. Systems available in the market come as ready to assemble, install and use. Installation of drip system does not require any significant earth and or civil work. During installation, air pollution due to the generation of dust from the fields is expected. Proper care needs to be taken during installation to avoid any harm to planted saplings/ trees/ other crops. The system provider(s), CHPMA and PIU DOH Environmental expert should ensure all farmers have been trained on handling and maintenance of drip irrigation systems along with solar-based water pumps; Monitoring – Training attendance; PMU Environmental Specialist to supervise;								
Operation Phase – Drip Irrigation								
Generation of contaminated silt waste, screen filters; sand filters; Waste greasing oil; contaminated land during pump maintenance;	The system provider(s), CHPMA and PIU DOH Environmental expert should ensure all farmers have been trained on handling and maintenance of drip irrigation systems along with solar-based water pumps;	Hazardous Waste Management Rules;	Project clusters	Visual site verification	Regular field audits by PIU DOH Environmental expert Periodic site visits by PMU environmental specialist	NA	Contractor	PIU DOH Environmental expert PMU environmental specialist
Declining/ shortage of water in the ephemeral sources such as khuds and springs	PIU JSV, CHPMA members, and Water User Association will ensure compliance with government policies on the use of water for drip irrigation systems. CHPMA to report any leaks or damage on the drip irrigation to PIU PIU DOH will perform periodic monitoring and maintenance of the drip irrigation system; Provide soil, water and nutrient management periodic orientations to the CHPMAs;	National Water Policy	Project clusters	Visual site verification	Regular field audits by PIU DOH and PIU JSV Environmental experts Periodic site visits by PMU environmental specialist	NA	Contractor	PIU DOH and PIU JSV Environmental experts PMU environmental specialist

Drawings

Figure-1



Topographic maps of the clusters in the electronic form are also a part of this section and therefore part of this bidding document and Available with the Project Director (HPSHIVA), Department of Horticulture, Government of Himachal Pradesh. Interested bidders can be downloaded the Topographic maps of the clusters in the electronic form, those are available on the Link <https://drive.google.com/drive/folders/1PyYvExTXqAmdVV360QOULpaWCi0iZZ4U?usp=sharing>

Attachment 1

Generic Environmental Management Plan (EMP) for field preparations. The Contractor will create an Environmental, Health and Safety Management Plan (EHSMP) from this generic plan and findings of the site survey.

Component wise Interventions	Additional Explanation	Impacts (Positive/ Adverse)	Degree of Impact	Potential mitigation measures	Roles and Responsibilities
Field Preparation for Horticulture Crop Plantation					
Pre-Construction Stage:					
Planning layout of plantations	Each crop has a different set of spacing and bed requirements, drawn out as per the type of soil, humidity range, sun aspects and annual temperature range. As HPSHIVA aims for high-density plantation, the position of the plants is to be specified on the ground specifically at: - point where plant to be planted and - at the mid of the rows on two sides.	Planning of the plantation plots has positive impacts such as: -enhance the efficiency of drip irrigation and soil drainage. -allow usage of mini-agro machinery. -enhance farmers' productivity. -reduce soil erosion;	High	To enhance the positivity of the impacts, the farmers should also participate during the planning and understand the requirements of plant spacing, bed spacing, bed heights and land preparation.	DOH to develop on layout of plantations, which Contractor to execute. CHPMA facilitator to ensure farmer participation during planning exercise.
Construction Stage					
Site Clearance	Shrubs, rank vegetation, grass, brushwood, roots of trees and saplings of girth up to 30cm measured at a height of 1m above ground level to be cleared. The roots of trees and saplings shall be removed to a depth of 60cm below ground level or 30 cm below formation level or 15 cm below subgrade level, whichever is lower,	Loss of vegetation could lead to loss of topsoil.	Low	After clearing of vegetation, the entire field is rammed and levelled.	Contractor to implement.
		If work is carried out in the rainy season, it may trigger local erosion.	Low	Wherever pits or hollows are created, they should be filled up with the earth, levelled and rammed.	CHPMA facilitators to monitor on regular basis.
		May come across threatened plant species.	Low	This activity should be avoided during the rainy season.	DOH to ensure activity timing and CHPMA facilitators to monitor
				The list of plant species mentioned in Annexure 1 should not be uprooted and	Contractor to implement.
					CHPMA facilitators to

Component wise Interventions	Additional Explanation	Impacts (Positive/ Adverse)	Degree of Impact	Potential mitigation measures	Roles and Responsibilities
				preserved at the field. All fruit plants and such matured trees which can be transplanted should be replanted to the proper place – either at other fields belonging to cluster farmers or to dedicated Govt. land for afforestation.	monitor and report such findings to PIU-DOH Environmental Coordinator.
Land Development	In case of slanty terrain, terraces would need to be created such that crops can be planted at raised beds and beds are protected from erosion; It should be noted that the subtropical region of HP is expected to experience more torrential rains concentrated in a few days.	Hill cutting could lead to - Dust pollution; Increased soil erosion; and Loss of topsoil;	Low	New terraces should be protected at their risers and outlets and should be carefully maintained, especially during the first two years. After cutting a terrace, its riser should be shaped and protected using local stones, soil and planted with grass as soon as possible (grass turfing). Sod-forming grasses with extensive rhizomes or rhizome-type grasses are better than those of the tall or bunch-type. The outlet for drainage-type terraces is the point where the run-off leaves the terrace and goes into the waterway or safe outlets. Its gradient is usually steep and should be protected by the sods of earth. A piece of rock, a brick, or a cement block is sometimes needed to check the water flow on steeper channels. Similar checks on water flow are required for level bench terraces where the water falls from the	Contractor to implement. CHPMA facilitators to monitor. PIU-DOH to conduct site audits and ensure all protection work has been appropriately implemented.

Component wise Interventions	Additional Explanation	Impacts (Positive/ Adverse)	Degree of Impact	Potential mitigation measures	Roles and Responsibilities
				higher terraces onto those below. A piece of rock should be placed on the lower terrace to dissipate the energy of the flowing water. Grasses should also be established on the area of the bench crossed by the waterway. This activity should be avoided during the rainy season.	
	Physical degradation of soils may result from unsuitable management techniques, such as use of inappropriate machinery or earthworks associated with plantation preparation and infrastructure development.	High soil erosion		Minimize soil compaction, damage, or disturbance by using appropriate land preparation machinery at the right time of year as recommended by the DOH. Employ erosion control management practices (e.g., terracing) in sloping areas.	Contractor to implement. CHPMA facilitators to monitor and report such findings to PIU-DOH.
Dressing with bed-making	Making raised bed along the plant rows of width 1.20m and height 0.3 m above natural ground level by way of excavating the top orchard soil along the planting row.	Local dust pollution from handling of soil.	Low	The labourers should be provided with mask to protect their nasal system from localised dust pollution.	Contractor to implement. CHPMA facilitators to monitor.
Pit digging	Digging of pits at the planting site having ordinary soil type as per dimensions.	Generation of additional soil	Low	The additional soil from pit digging should be reused in pit filling when planting, terracing if need be or for bed-making or to fill in any holes/ hollows that get created from site clearance or land development activity.	Contractor to implement. CHPMA facilitators to monitor.
Disposal of waste	Soil, stones, shrubs and herbs will be disturbed from site clearance and land development activities.	The waste that may get generated if left at the site could lead to land and water	Medium	The contractor should dispose of all such waste away from community land or any valley side that needs protection or	Contractor to implement. CHPMA facilitators to monitor.

Component wise Interventions	Additional Explanation	Impacts (Positive/ Adverse)	Degree of Impact	Potential mitigation measures	Roles and Responsibilities
		pollution.		compaction with more soil. Such sites should be selected in consultation with the farmer community and should be at least 50m away from the site. Recycle residues and other organic materials by leaving the materials on site or through composting (and spreading). Avoid open burning for land preparation and weed control.	
Occupational health and safety					
	In all of the interventions, workers' contribution is key on fulfilling the objective of the scope works. Thus, occupational health and safety should be implemented on each of the interventions. Some of potential risks of workers include wounds from equipment or sharp objects, exposure to weather, injury from vibration and noise from equipment operations, and accidents on chemical application.	Injury and harm on workers	Medium	Wear appropriate protective clothing, such as a long-sleeved shirt, long pants, hat, gloves, and boots. Inspect and shake out any clothing, shoes, or equipment (including personal protective equipment) before use. Use insect repellent. On-site first-aid equipment and trained personnel should be available Train personnel on hazardous product management and storage. Include training on how to read labels and to understand the risks associated with all hazardous products. Monitor and proactively manage all stages of chemical purchase, storage, mixing, usage,	Contractor to implement. CHPMA facilitators to monitor. PIU-DOH to conduct site audits.

Component wise Interventions	Additional Explanation	Impacts (Positive/ Adverse)	Degree of Impact	Potential mitigation measures	Roles and Responsibilities
				and disposal.	
	In the context of the COVID-19, workers may be exposed to occupational hazards that put them at risk of disease	Spread of COVID-19	Medium	Protocols should include requirements on wearing masks PPE, physical distancing, hand washing, disinfection, checking body temperature, ventilation, management of waste, awareness, and morning briefings. Contractor will prepare COVID-19 health and safety plan in reference with WHO's Considerations for public health and social measures in the workplace in the context of COVID-19 (who.int) Implement COVID-19 health and safety plan in all worksites/lots	Contractor to implement and prepare COVID-19 health and safety plan. CHPMA facilitators to monitor. PIU-DOH to conduct site audits.

Attachment 2

LIST OF THREATENED PLANT AND ANIMAL SPECIES IN HP
As per Himachal Pradesh State Biodiversity Board.

THE GAZETTE OF INDIA : EXTRAORDINARY		[PART II—SEC. 3(ii)]	
2		(1)	(2)
(1)	(2)	(1)	(2)
2	संबंधित राज्य जैवविविधता बोर्ड निम्नलिखित अथवा कार्यवाई करेंगे :—	11.	<i>Capra falconeri</i> (Wagner)
(i)	समग्र जानकारी के लिए, अधिसूचित प्रजातियों के सभी पहलुओं का अध्ययन करना।	12.	<i>Moschus chrysogaster</i> (Hodgson, 1839)
(ii)	स्वस्थाने और स्थान बाध संरक्षण और पुनःस्थापन के प्रयोजनार्थ, अधिसूचित प्रजातियों का प्रचार; और	13.	<i>Gyps bengalensis</i> (Gmelin, 1788)
(iii)	जागरूकता कार्यक्रम चलाना और वन विभाग के कार्मिकों, जैवविविधता प्रबंधन समितियों, पारिपर्यटन कार्यक्रमों और वनवासियों तथा जनजातियों को अधिसूचित प्रजातियों के संबंध में शैक्षिक सामग्री उपलब्ध कराना।	14.	<i>Gyps tenuirostris</i> Gray, 1844
	[फा. सं. 28-12/2008-सी एस-III]	15.	<i>Sarcogyps calvus</i> (Scopoli, 1786)
	ए. के. गोयल, संयुक्त सचिव	16.	<i>Vanellus gregarius</i> (Pallas, 1771)
	MINISTRY OF ENVIRONMENT AND FORESTS	17.	<i>Cervus elaphus hanguli</i>
	NOTIFICATION	18.	<i>Capricornis sumatraensis</i>
	New Delhi, the 17th March, 2009		ANNEXURE
	S.O. 783(E).—In exercise of powers conferred by Section 38 of the Biological Diversity Act, 2002 (18 of 2003), the Central Government in consultation with the Government of Himachal Pradesh, hereby notifies the species of plants and animals which are on the verge of extinction, as listed in column (2) of the Table given below, and prohibit or regulate the collection thereof subject to the conditions specified in the Annexure to this notification, for the State of Himachal Pradesh, namely :—	Condition No.	Conditions
Sl. No.	Name of the species	1.	No plant or animal species as notified above shall be collected in live or dead condition by any except, for purposes mentioned below, with the approval of the concerned State Biodiversity Board; and also in accordance with the provisions of the Indian Forest Act, 1927 (16 of 1927) and the Wild Life (Protection) Act, 1972 (53 of 1972) of the relevant State Forest and Wild Life Legislations, namely :—
(1)	(2)	(a)	Scientific research;
	Plants	(b)	Herbarium and museum of scientific and academic institutions;
1.	<i>Aconitum deinorrhizum</i> Stapf	(c)	Propagation; and
2.	<i>Aconitum heterophyllum</i> Wall. ex Royle	(d)	Any other scientific investigation.
3.	<i>Aconitum violaceum</i> Jacq. Ex Stapf	2.	The concerned State Biodiversity Board shall initiate or conduct :—
4.	<i>Eremostachys superba</i> Royle ex Benth	(i)	studies on all aspects of the notified species for holistic understanding;
5.	<i>Jasminum parkeri</i> Dunn	(ii)	propagation of the notified species for the purpose of <i>in situ</i> and <i>ex situ</i> conservation and rehabilitation; and
6.	<i>Nardostachys grandiflora</i> DC.	(iii)	awareness programmes and provide educational materials on notified species for forest department personnel, Biodiversity Management Committees, ecotourism programmes, and forest dwellers and tribals.
7.	<i>Dactylorrhiza hetegiera</i>		[F. No. 28-12/2008-CS-III]
8.	<i>Taxus wallichiana</i>		A. K. GOYAL, Jt. Secy.
	Animals		
9.	<i>Murina grisea</i> Peters, 1872		
10.	<i>Cervus duvaucelii</i> (Cuvier, 1823)		

Supplementary Information Regarding Works to Be Procured

Rates for supply of goods should be freight on road (FOR) destination.

Personnel Requirements

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

No.	Position	Total Work Experience [years]	Experience In Similar Work [years]
1	Project Manager/Works Manager– 1 No. per Lot	10	5
2	Horticulture Expert (For Field Preparation Work related to Horticulture Plantations Development) – 1 No. per Lot	5	3
3	Site Engineer – 1 No per Lot	5	3

Using Form EXP-6 in Section 4 (Bidding Forms), the Bidder must demonstrate that it has EHS personnel who meet the following requirements:

Key Personal as Determined by the EMP and other Safeguard Management Plans

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience	Minimum time on-site (%FTE)
1	<i>Environment, Health and Safety Expert – 1 no. per Lot</i>	<i>B.E. Environmental</i>	<i>10 years</i>	<i>50%</i>
2	<i>Health and Safety Specialist– 1 No per Lot</i>	<i>B.E. Environmental</i>	<i>10 years</i>	<i>50%</i>
3				

Equipment Requirements

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

No.	Equipment Type and Characteristics	Minimum Number Required
1	Total station for layout plan	1
2	Tractor mounted / mechanical auger (Pit Digger) for pit digging	5
4	Earth movers	As per need
5	Earth Compactors	As per need
6	Measuring Tape	8
7	Planting Board	8
8	Rope	As per need
9	Iron or Wooden Pegs	As per need
10	Red and White Paint for marking	As per need
11	Spades	8

Annexure 1

List of Threatened Plants Species, notified by Himachal Pradesh State Biodiversity Board, on 1st February 2017, re-notified on such date under Section 38 of Biological Diversity Act, 2002:

Sr. No.	Scientific Name	Common name	Family
1	<i>Aconitum deinorrhizum</i> Stapf	Mohra	Ranunculaceae
2	<i>Aconitum heterophyllum</i> Wall	Atis	Ranunculaceae
3	<i>Arnebia benthamii</i> (Wall. ex G.Don) I. M. Johnst.	Ratanjot	Boraginaceae
4	<i>Atropa acuminata</i> Royle ex. Lindl.	Jharka	Solanaceae
5	<i>Berberis aristata</i> DC.	Kashmal	Berberidaceae
6	<i>Betula alnoides</i> Buch.-Ham. ex D.Don	Himalayan birch	Betulaceae
7	<i>Dactylorhiza hatagirea</i> D. Don	Salam panja	Orchidaceae
8	<i>Eremostachys superba</i> Royle ex. Benth	Gajar Mula	Lamiaceae
9	<i>Fritillaria roylei</i> Hook.	Kakoli/Jangli lasen	Liliaceae
10	<i>Gentiana kurroo</i> Royle	Kutki	Gentianaceae
11	<i>Habenaria edgeworthii</i> Hook. f. ex Collett	Jeevak	Orchidaceae
12	<i>Jasminum parkeri</i> Dunn	Dwarf Jasmine	Oleaceae
13	<i>Lilium polyphyllum</i> D. Don	Ksheer kakoli	Liliaceae
14	<i>Malaxis muscifera</i> (Lindl.) Kuntze	Ridhi	Orchidaceae
15	<i>Nardostachys grandiflora</i> DC	Jatamansi	Boraginaceae
16	<i>Paris polyphylla</i> Sm.	Dudhia bach	Liliaceae
17	<i>Sinopodophyllum hexandrum</i> (Royle) T.S. Ying	Bankakri	Berberidaceae

Annexure 2

List of Clusters with Coordinate and Crop

Sl. No.	Lot	Sl. No.	District	Dev. Block	Cluster Name	Appox. Area (Ha)	Latitude	Longitude	Crop	Spacing	Nos of Plant
1.	Lot 03	36	Hamirpur	Bamsan	Parol	17.51	31.649762	76.618481	Citrus	3 X 3	19,456
2.	Lot 03	37	Hamirpur	Bamsan	Sachuin	8.68	31.868335	76.630831	Pomegranate	3 X 3	9,640
3.	Lot 03	38	Hamirpur	Bhoranj	Balor-Sangrawar	32.45	31.626882	76.643234	Guava	3 X 3	37,162
4.	Lot 03	39	Hamirpur	Bhoranj	Mundkhar tulsi	26.99	31.593621	76.691269	Guava	3 X 3	31,094
5.	Lot 03	40	Hamirpur	Bhoranj	Samlog	21.69	31.622751	76.645739	Guava	3 X 3	25,206
6.	Lot 03	41	Hamirpur	Bhoranj	Jol	18.72	31.633743	76.708879	Guava	3 X 3	21,912
7.	Lot 03	42	Hamirpur	Bhoranj	Lambagram/Palasi	17.17	31.588658	76.602206	Guava	3 X 3	20,185
8.	Lot 03	43	Hamirpur	Bhoranj	Lagmanwin	6.9	31.62513	76.67159	Guava	3 X 3	7,663
9.	Lot 03	44	Hamirpur	Bijhari	Kalwal	15.75	31.45705	76.56528	Pomegranate	3 X 3	17,499
10.	Lot 03	45	Hamirpur	Bijhari	Seri-Bhakredi	14.88	31.53771	76.47304	Pomegranate	3 X 3	16,535
11.	Lot 03	46	Hamirpur	Bijhari	Lafran	13.96	31.47498	76.59905	Pomegranate	3 X 3	15,512
12.	Lot 03	47	Hamirpur	Bijhari	Bhalat	11.52	31.49203	76.4871	Pomegranate	3 X 3	12,797
13.	Lot 03	48	Hamirpur	Bijhari	Ghangot	8.42	31.495232	76.522968	Pomegranate	3 X 3	9,355
14.	Lot 04	49	Hamirpur	Hamirpur	Bakarti	28.97	31.661786	76.490136	Citrus	3 X 3	33,298
15.	Lot 04	50	Hamirpur	Hamirpur	Jangal ropa	21.19	31.656878	76.486881	Citrus	3 X 3	24,652
16.	Lot 04	51	Hamirpur	Hamirpur	Haar	14.89	31.658841	76.470558	Citrus	3 X 3	16,545
17.	Lot 04	52	Hamirpur	Hamirpur	Branda	7.87	31.67212	76.45922	Citrus	3 X 3	8,741
18.	Lot 04	53	Hamirpur	Hamirpur	Neri	7.44	31.692566	76.465099	Citrus	3 X 3	8,269
19.	Lot 04	54	Hamirpur	Nadaun	Pansai	55.43	31.680983	76.400374	Citrus	3 X 3	62,693
20.	Lot 04	55	Hamirpur	Nadaun	Phal Palsi	27.18	31.623028	76.410288	Citrus	3 X 3	31,305
21.	Lot 04	56	Hamirpur	Nadaun	Sai Lower	18.03	31.724333	76.387592	Citrus	3 X 3	21,140
22.	Lot 04	57	Hamirpur	Nadaun	Bhalana Rei	17.21	31.759961	76.507317	Guava	3 X 3	20,232
23.	Lot 04	58	Hamirpur	Nadaun	Kushiar-I	15.76	31.66122	76.37287	Citrus	3 X 3	17,505
24.	Lot 04	59	Hamirpur	Nadaun	Tung (Baloh)	14.14	31.699457	76.356741	Citrus	3 X 3	15,714
25.	Lot 04	60	Hamirpur	Nadaun	Bhabran 2	13.9	31.741531	76.331021	Citrus	3 X 3	15,443
26.	Lot 04	61	Hamirpur	Nadaun	Bhabran 1	11.22	31.734759	76.320303	Citrus	3 X 3	12,468
27.	Lot 04	62	Hamirpur	Nadaun	Kaloor	9.74	31.768616	76.313625	Citrus	3 X 3	10,818
28.	Lot 04	63	Hamirpur	Nadaun	Manjot	9.38	31.76759	76.44649	Citrus	3 X 3	10,422
29.	Lot 04	64	Hamirpur	Nadaun	Sadhwan	8.75	31.73463	76.40718	Citrus	3 X 3	9,726
30.	Lot 04	65	Hamirpur	Nadaun	Kashmir	6.7	31.628167	76.400275	Citrus	3 X 3	7,440

Sl. No.	Lot	Sl. No.	District	Dev. Block	Cluster Name	Appox. Area (Ha)	Latitude	Longitude	Crop	Spacing	Nos of Plant
31.	Lot 04	66	Hamirpur	Nadaun	Rail	6.23	31.74578	76.42117	Citrus	3 X 3	6,917
32.	Lot 04	67	Hamirpur	Nadaun	Choru (Bhoo-I)	6.2	31.793269	76.426196	Citrus	3 X 3	6,885
33.	Lot 04	68	Hamirpur	Nadaun	Baag Bharmoti	6.09	31.7612	76.35135	Citrus	3 X 3	6,761
34.	Lot 04	69	Hamirpur	Nadaun	Lohardha	4.99	31.767521	76.424368	Citrus	3 X 3	5,547
35.	Lot 04	70	Hamirpur	Nadaun	Darol	1.24	31.747091	76.35679	Citrus	3 X 3	1,379
36.	Lot 04	71	Hamirpur	Sujanpur	Kheri	12.79	31.88824	76.596676	Pomegranate	3 X 3	14,215
37.	Lot 04	72	Hamirpur	Sujanpur	Beri-2	12.39	31.875673	76.555982	Pomegranate	3 X 3	13,764
38.	Lot 04	73	Hamirpur	Sujanpur	Beri-1	9.3	31.878132	76.557755	Pomegranate	3 X 3	10,336
39.	Lot 04	74	Hamirpur	Sujanpur	Kudana	7.93	31.871305	76.563685	Citrus	3 X 3	8,810
40.	Lot 04	75	Hamirpur	Sujanpur	Bhahru (Paur)	7.05	31.873001	76.551726	Pomegranate	3 X 3	7,836
41.	Lot 04	76	Hamirpur	Sujanpur	Bir Baghera	7	31.862658	76.532384	Pomegranate	3 X 3	7,783
						583.65					

Section 7: General Conditions of Contract

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A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

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

remedying defects.

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

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

2. Interpretation

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

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

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

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

8. Compliance with Laws

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

8.2 Unless otherwise stated in the Particular Conditions,

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

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

9. Joint and Several Liability

9.1 If the Contractor is a Joint Venture of two or more persons, all such persons shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be

altered without the prior consent of the Employer.

- | | |
|--|--|
| 10. Project Manager's Decisions | 10.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. |
| 11. Delegation | 11.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor. |
| 12. Communications | 12.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. |
| 13. Subcontracting | 13.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. |
| 14. Other Contractors | 14.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC . The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification. |
| 15. Personnel and Equipment | <p>15.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid to carry out the functions stated in the Schedule or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>15.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within 7 days and has no further connection with the work in the Contract.</p> <p>15.3 Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the execution of the Works, then that employee shall be removed in accordance with Clause 15.2 above.</p> |
| 16. Employer's and Contractor's Risks | 16.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks. |
| 17. Employer's Risks | <p>17.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:</p> <ul style="list-style-type: none"> (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 <ul style="list-style-type: none"> (i) use or occupation of the Site by the Works or for the |

purpose of the Works, which is the unavoidable result of the Works, or

- (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

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

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

18. Contractor's Risks

18.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks, are Contractor's risks.

19. Insurance

19.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in the **PCC** for the following events, which are due to the Contractor's risks:

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

19.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

19.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance, which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

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

- 27. Access to the Site**
- 27.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.
- 28. Instructions, Inspections, and Audits**
- 28.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.
- 28.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 28.3 The Contractor shall permit ADB or its representative to inspect the Contractor's site, assets, accounts, records, and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by ADB. The Contractor shall maintain all documents and records related to the bid submission and execution of the Contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer. The Contractor shall provide any documents necessary for the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations and require its employees or agents with knowledge of the Contract to respond to questions from ADB.
- 28.4 ADB's right to inspect the Site and/or the Contractor's accounts and records relating to the performance of the Contract stated in Sub-Clause 28.3 and 74.2 (e) shall survive termination and/ or expiration of this Contract.
- 29. Appointment of the Adjudicator**
- 29.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the **PCC**, to appoint the Adjudicator within 14 days of receipt of such request.
- 29.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.
- 30. Procedure for Disputes**
- 30.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 30.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 30.3 The Adjudicator shall be paid by the hour at the rate specified in the

PCC, together with reimbursable expenses of the types specified in the **PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.

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

B. Staff and Labor

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

selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

C. Time Control

35. Program

- 35.1 Within the time stated in the **PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 35.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 35.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the **PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the **PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 35.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

36. Extension of the Intended Completion Date

- 36.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 36.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

37. Acceleration

- 37.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 37.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated

as a Variation.

- 38. Delays Ordered by the Project Manager** 38.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 39. Management Meetings** 39.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 39.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 40. Early Warning** 40.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 40.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

D. Quality Control

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

44. Uncorrected Defects

- 44.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

E. Cost Control**45. Contract Price**

- 45.1 In the case of an admeasurement contract, the Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.
- 45.2 In the case of a lump sum contract, the Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for Materials on Site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

46. Changes in the Contract Price

- 46.1 In the case of an admeasurement contract:
- (a) If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25%, provided the change exceeds 1% of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change.
 - (b) The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15%, except with the prior approval of the Employer.
 - (c) If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.
- 46.2 In the case of a lump sum contract, the Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

47. Variations

- 47.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 47.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 47.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of

the Variation on the Contractor's costs.

- 47.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 47.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 47.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 46.1 [Changes in the Contract Price] or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

48. Cash Flow Forecasts

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

49. Payment Certificates

- 49.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 49.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 49.3 The value of work executed shall be determined by the Project Manager.
- 49.4 The value of work executed shall comprise,
- (a) in the case of an admeasurement contract, the value of the quantities of work in the Bill of Quantities that have been completed; or
 - (b) in the case of a lump sum contract, the value of work executed shall comprise the value of completed activities in the Activity Schedule.
- 49.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 49.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

50. Payments

- 50.1 Payments shall be adjusted for deductions for advance payments and retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 28 days of the date of each certificate. If the Employer makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 50.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 50.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 50.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

51. Compensation Events

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

- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

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

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

52. Tax

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

53. Currencies

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

54. Price Adjustment

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

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

where:

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

A_c and B_c are coefficients¹ specified in the **PCC**, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

I_{mc} is a consolidated index prevailing at the end of the month being invoiced and I_{oc} is the same consolidated index prevailing 28 days before Bid opening for inputs payable; both in the specific currency “c.”

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

55. Retention

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

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

56. Liquidated Damages

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

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

57. Bonus

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

58. Advance

58.1 The Employer shall make advance payment to the Contractor of the amounts stated in the **PCC** by the date stated in the **PCC**, against

¹ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulas for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.10 ~ 0.20) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency is added to the Contract Price.

Payment

provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

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

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

59. Securities

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

60. Dayworks

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

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

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

61. Cost of Repairs

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

F. Force Majeure**62. Definition of Force Majeure**

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

(a) which is beyond a Party's control;

- (b) which such Party could not reasonably have provided against before entering into the Contract;
- (c) which, having arisen, such Party could not reasonably have avoided or overcome; and
- (d) which is not substantially attributable to the other Party.

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

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

63. Notice of Force Majeure

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

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

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

64. Duty to Minimize Delay

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

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

65. Consequences of Force Majeure

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

Disputes] to

- (a) an extension of time for any such delay, if completion is or will be delayed, under GCC Subclause 36 [Extension of the Intended Completion Date]; and
- (b) if the event or circumstance is of the kind described in subparagraphs (a) to (d) of GCC Subclause 62.2 [Definition of Force Majeure] and, in the case of subparagraphs (b) to (d), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in GCC Subclause 19 [Insurance].

65.2 After receiving this notice, the Project Manager shall proceed in accordance with GCC Subclause 10 [Project Manager's Decisions] to agree or determine these matters.

**66. Force Majeure
Affecting
Subcontractor**

66.1 If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader Force Majeure events or circumstances shall not excuse the Contractor's nonperformance or entitle him to relief under this Clause.

**67. Optional
Termination,
Payment and
Release**

67.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under GCC Subclause 63 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with GCC Subclause 73.5 [Termination].

67.2 Upon such termination, the Project Manager shall determine the value of the work done and issue a Payment Certificate, which shall include

- (a) the amounts payable for any work carried out for which a price is stated in the Contract;
- (b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Employer when paid for by the Employer, and the Contractor shall place the same at the Employer's disposal;
- (c) other Costs or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
- (d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
- (e) the Cost of repatriation of the Contractor's staff and labor employed wholly in connection with the Works at the date of

termination.

68. Release from Performance

- 68.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance,
- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and
 - (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under GCC Subclause 67 [Optional Termination, Payment and Release] if the Contract had been terminated under GCC Subclause 67.

G. Finishing the Contract

69. Completion

- 69.1 The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed.

70. Taking Over

- 70.1 The Employer shall take over the Site and the Works within 7 days of the Project Manager's issuing a certificate of Completion.

71. Final Account

- 71.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

72. Operating and Maintenance Manuals

- 72.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **PCC**.
- 72.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **PCC** pursuant to GCC 72.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the **PCC** from payments due to the Contractor.

73. Termination

- 73.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 73.2 Fundamental breaches of Contract shall include, but shall not be

limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;
- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Project Manager gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Subclause 22.1 [The Works to Be Completed by the Intended Completion Date] and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager;
- (g) the Contractor does not maintain a Security, which is required;
- (h) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **PCC**; and
- (i) if the Contractor, in the judgment of the Employer has engaged in integrity violations in competing for or in executing the Contract, pursuant to GCC 74.1 [Fraud and Corruption].

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

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

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

74. Fraud and Corruption

74.1 If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, or other integrity violations, including the failure to disclose any required information which constitutes a fraudulent practice, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 73 [Termination] shall apply as if such termination had been made under

Sub-Clause 73.2 (i).

74.2 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, the ADB

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
 - (vii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or

obstructive practices or other integrity violations in competing for the Contract;

- (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
- (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate² in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

74.3 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities and their respective officers, directors, employees and personnel are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:

- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
- (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
- (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities

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

or issues which are the subject of the investigation;

- (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
- (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
- (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

74.4 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

74.5 The Contractor undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the bid, have been given or received in connection with the procurement process or in the contract execution.³

75. Payment upon Termination

75.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the **PCC**. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

75.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

76. Property

76.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor's default.

³ The undertaking also applies during the period of performance of the contract

- 77. Release from Performance**
- 77.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterward to which a commitment was made.
- 78. Suspension of ADB Loan or Credit**
- 78.1 In the event that ADB suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made,
- (a) the Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received ADB's suspension notice.
 - (b) if the Contractor has not received sums due it within the 28 days for payment provided for in GCC 50.1 [Payments], the Contractor may immediately issue a 14-day termination notice.
- 79. Eligibility**
- 79.1 The Contractor shall have the nationality of an eligible country as specified in Section 5 (Eligible Countries) of the bidding document. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.
- 79.2 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as specified in Section 5 (Eligible Countries) of the bidding document and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment, and services.
- 79.3 For purposes of GCC 79.2, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

Section 8: Particular Conditions of Contract

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

A. General	
GCC 1.1 (d)	The financing institutions is Asian Development Bank (ADB)
GCC 1.1 (r)	The Employer is Department of Horticulture, Himachal Pradesh
GCC 1.1 (w)	The Intended Completion Date for the whole of the Works shall be 18 (Months) – 548 Days from start Date. For Sectional Completion, please refer to the Schedule 2 of the Particular Conditions of Contract
GCC 1.1 (cc)	The Project Manager is The Project Director (HPSHIVA), Department of Horticulture, Government of Himachal Pradesh or his Authorized Representative
GCC 1.1 (ff)	The Site is located at Himachal Pradesh, and is defined in drawings https://drive.google.com/drive/folders/1PyYvExTXqAmdVV360QOULpaWCi0iZZ4U?usp=sharing As per details indicated in Annexure 2, Section 6 of the Bidding Document
GCC 1.1 (ii)	The Start Date shall be within 28 (twenty-eight) days from signing of Contract between Contractor and the Employer, within which period the site will be handed over to the contractor
GCC 1.1 (mm)	The Works consist of Field Preparation for Planting, including Layout Planning, Land Leveling, preparation of planting bed and Pit Digging
GCC 2.2	Sectional Completions are: As per details provided in Schedule 2 of this Section 8
GCC 2.3 (j)	The following documents also form part of the Contract: • Bid submitted by the Contractor • Corrigendum / Addendum / Clarification issued by the employer during the bidding process. • Amendments to this contract; and • Power of Attorney submitted by the Bidder • Joint Venture Agreement, if any • IEE (Initial Environmental Examination) • EMP (Environmental Management Plan)
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of India
GCC 11.1	The Project Manager may delegate any of his duties and responsibilities.
GCC 14.1	Schedule of other contractors: The following Contracts may be awarded and may be subject to mobilization and

	work during the period of this contract: - Contract for Supply and Installation of Solar Fencing Works - Contract for Drip Irrigation Works However, the field activities of these other contractors are unlikely to interfere with the work of this contract												
GCC 19.1	The minimum insurance amounts for the Works, Plant and Materials is as per the Table below: <table><tr><th>Lot</th><th>Reference</th><th>Location</th><th>Value to be insured (Rs)</th></tr><tr><td>3.</td><td>CWH/FP/HMR-01</td><td>Hamirpur</td><td>4,00,61,000</td></tr><tr><td>4.</td><td>CWH/FP/HMR-02</td><td>Hamirpur</td><td>6,88,74,000</td></tr></table> The minimum insurance amounts for the Equipment (Contractor's Equipment) are 10% of the respective values listed above The minimum insurance amounts for the Loss or Damage to Property (third party collateral damage other than Works, Plant and materials) is 20% of the respective values listed above The deductibles for each of the above are as follows: (a) for loss or damage to the Works, Plant and Materials: Either as fixed by the insurance company or 5% (five percentage) of Contract Price, whichever is higher (b) for loss or damage to Equipment: Either as fixed by the insurance company or 5% (five percentage) of Contract Price, whichever is higher (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract Either as fixed by the insurance company or 5% (five percentage) of Contract Price, whichever is higher (d) for personal injury or death: i. of the Contractor's employees: Minimum Rs 5 Lakh per employee ii. of other people: Minimum Rs 5 Lakh per person	Lot	Reference	Location	Value to be insured (Rs)	3.	CWH/FP/HMR-01	Hamirpur	4,00,61,000	4.	CWH/FP/HMR-02	Hamirpur	6,88,74,000
Lot	Reference	Location	Value to be insured (Rs)										
3.	CWH/FP/HMR-01	Hamirpur	4,00,61,000										
4.	CWH/FP/HMR-02	Hamirpur	6,88,74,000										
GCC 20.1	• Topographic Survey Reports for the Clusters Available with the Project Director (HPSHIVA), Department of Horticulture, Government of Himachal Pradesh & interested bidders can be also downloaded the reports as mentioned above, from the link provided here https://drive.google.com/drive/folders/1PyYvExTXqAmdVV360QOULpaWCi0iZZ4U?usp=sharing												
GCC 23.1	The following shall be designed by the Contractor: None												
GCC 26.1	The Site Possession Date(s) shall be: provided within 28 days after Contract signing												
GCC 29.1	Appointing Authority for the Adjudicator: The Chairman, The Institution of Engineers, Shimla, Himachal Pradesh, India												
GCC 30.3	The Adjudicator shall be paid by the hour at the rate of: INR 1,000/- The reimbursable expenses are: With respect to expenses on site visits, stationeries and computer consumables, not exceeding 0.05% of the Contract Price												

GCC 30.4	Institution whose arbitration procedures shall be used: Arbitration shall be conducted in accordance with the laws of the Employer's country.
GCC 34.2	The following sentence shall apply: Respectful Work Environment The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified. The Contractor shall conduct training programs for its employees and sub-contractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up-to-date record of its employees and Subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request.

C. Time Control

GCC 35.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of issuance of Letter of Acceptance
GCC 35.3	The period between Program updates is 30 (Thirty) days. The amount to be withheld for late submission of an updated Program is INR 1,00,000/-

D. Quality Control

GCC 43.1	The Defects Liability Period is: 365 (Three Hundred Sixty Five) days.
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E. Payment Certificates

GCC 49.1	Payment certificates shall be at periodic intervals (not less than periods of 1 month) and shall be for completed works in clusters (all required activities as per BOQ to be completed) with a coverage not less than 40 Ha
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F. Cost Control

GCC 53.1	The currency of the Employer's country is: Indian Rupees (INR)
GCC 54.1	The Contract is not subject to price adjustment in accordance with GCC Clause 54, and the following information regarding coefficients does not apply.
GCC 55.1	The proportion of payments retained is: 5% (Five) from each payment

GCC 56.1	The liquidated damages for the whole of the Works are 0.1% per day. The maximum amount of liquidated damages for the whole of the Works is 10% (Ten Percentage) of the final Contract Price.
GCC 57.1	Not Applicable
GCC 58.1	The Advance Payments shall be 10% (Ten Percent) of the contract price excluding provisional sums and contingencies and shall be paid to the Contractor no later than 30 (Thirty) days from the signing of the contract.
GCC 58.3	Repayment of the Advance Payments shall be: In 6 equal installments commencing from the 2nd Interim Payment Certificate till the full Advance payment has been recovered.
GCC 59.1	The Performance Security amount is 10% (Ten Percentage) of the contract price excluding Provisional sum and Contingency. In case of JV, in line with the philosophy of 'joint and several' responsibility of all the JV Partners, the Performance Security submitted by a JV Bid in the form of FDR (Fixed deposit Receipt pledged to the Project Director) will need to be in equal amounts for each separate FDR's divided amongst the number of JV Partners. Alternatively, a joint account in the name of all JV Partners may be opened and the Performance Security FD issued from that Joint Account (duly certified by the issuing bank) may be submitted. Similarly in case of Performance Security in the form of Bank guarantee also.
G. Finishing the Contract	
GCC 72.1	The date by which operating and maintenance manuals are not applicable for the subject contract. The date by which "as built" drawings are required is within 30 (Thirty) days from completion Date.
GCC 72.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 72.1 is 2.5% of the contract price
GCC 73.2 (h)	The maximum number of days is: 100 (Hundred) Days
GCC 75.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 10% (Ten Percentage)

Schedules to General Conditions of Contract

Schedule 1: SOP for COVID 19, as directed by Ministry of Health Government of India.

Schedule 2: Schedule of Completion and Criteria for Liquidated Damages

Schedule 1: : SOP for COVID 19, as directed by Ministry of Health, GoHP

Protect yourself and others from getting sick
Wash your hands

- after coughing or sneezing
- when caring for the sick
- before, during and after you prepare food
- before eating
- after toilet use
- when hands are visibly dirty
- after handling animals or animal waste

World Health Organization

2020

SOP-Health and Safety Plan

STOP the SPREAD of COVID-19

6 Foot

Novel Coronavirus (COVID-19)
Basic Protective Measures For All

Help us to help you

- Wash your hands frequently
- Maintain social distancing
- Avoid touching your eyes, nose and mouth
- Practice respiratory hygiene by covering your mouth and nose with your bent elbow or tissue when you cough or sneeze
- If you have fever, cough and difficulty breathing, seek medical care at the earliest
- Stay informed and follow the advice given by your doctor
- See a doctor if you feel unwell - while visiting a doctor wear a mask/cloth to cover your mouth and nose
- If you have any symptoms, please call State Helpline Number or Health Ministry 24*7 helpline number +91-11-23978046 or email at ncov2019@gmail.com

For further information:
Call at Ministry of Health, Govt. of India's 24*7 control room number
+91-11-2397 8046
Email at ncov2019@gmail.com

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Health and Safety Plan (H&SP) — TAKING MAXIMUM PRECAUTION DURING COVID-19

1 INTRODUCTION¹

- This document is intended to supplement formal H&S policies, procedures and plans that the contractor has in place for its employees and staff working on projects. Hence, this document is not intended to replace any formalized procedures currently in place for the Contractor. Where this guideline does not meet or exceed the standards put forth by the Contractor, the Contractor shall abide by the most stringent procedure available.
- This approved project specific Health and Safety Plan (H&SP) shall be modified to require that the COVID-19 Officer at the Contractor's worksite (appointed by Contractor and agreed by PIU) submit a written daily report to the Client's Representative (PIU Head). The COVID-19 Officer shall certify that the Contractor and all subcontractors are in full compliance with these guidelines.
- The COVID-19 officer should be present on site at all times.
- Any issue of non-compliance with these guidelines shall be a basis for the suspension of work. The Contractor will be required to submit a corrective action plan (on the next day or immediately as per the nature of issue) detailing each issue of non-conformance and a plan to rectify the issue(s). The Contractor will not be allowed to resume work until the plan is approved by the Client (PIU). Any additional issues of non-conformance may be subject to action against the Contractor's as health & safety/safeguard clauses of the contract.
- Construction sites operating during the Covid-19 pandemic need to ensure they are protecting their WORKFORCE and minimising the risk of spread of infection.
- This guidance is intended to introduce consistent measures on sites of all sizes in line with the Government's recommendations on social distancing.
- These are exceptional circumstances and the industry must remain abreast of and comply with the latest Government advice on COVID-19 at all times.
- The health and safety requirements of any construction activity must also not be compromised at this time. If an activity cannot be undertaken safely due to a lack of suitably qualified personnel being available or social distancing being implemented, it should not take place.
- It is to be noted that emergency services are also under great pressure and may not be in a position to respond as quickly as usual.
- Sites should remind the workforce at every opportunity of the Worksite Procedures which are aimed at protecting them, their colleagues, their families and the Madhya Pradesh population.

If a worksite is not consistently implementing the measures in this document, it may be required to shut down.

2 PRINCIPLES OF WORKER PROTECTION

- Consistently practice social distancing
- Cover coughs and sneezes
- Maintain hand hygiene
- Clean surfaces frequently

3 MAXIMUM PRECAUTION FOR PERSONS/LABOURERS REPORTING TO WORK

- IF SICK, STAY HOME
- IF SICK, GO HOME
- IF SOMEONE SICK, SEND THEM HOME

¹ This document may be made available in the local language, and the salient features would be displayed through signages at the appropriate locations throughout work sites and stretches by the Contractor for wider dissemination and awareness.

2 The existing safeguards officer OR health & safety officer OR supervisor of the contractor can be designated as COVID-19 officer by undergoing the training available at

(a) <https://www.who.int/emergencies/diseases/novel-coronavirus-2019/training/online-training>

(b) <https://open.who.org/courses/eprotect-acute-respiratory-infections>

(c) <https://open.who.org/courses/COVID-19-IPC-EN>

Contractor to provide face masks (of the type approved by Government for use to protect persons from COVID-19) to all persons working in or visiting the worksite. This along with procedures set out in this document is for maximum precaution to protect all persons/labourers at all times.

4 COVID-19 TYPICAL SYMPTOMS

- Fever
- Cough
- Shortness of Breath
- Sore Throat

All persons at the worksite should have their temperature screened by COVID-19 officer with Infrared Thermometer (handheld non-contact).

5 SELF ATTESTATION BY PERSONS/ LABOUR PRIOR TO WORK

Prior to starting a work (on daily basis) each labour /worker will self-attest to the supervisor

- no Signs of COVID-19 symptoms within the past 24 hours
- No contact with an individual diagnosed with COVID-19. (contact means living with a positive person, being within 6 ft of positive person OR sharing things of positive person)
- Not undergone quarantine or isolation (in case of any labourer /worker who has been quarantined or isolated previously, the engagement shall be only after obtaining the requisite clearance)

The engagement of workers falling in the high-risk category such as workers over the age of 55 years, with underlying medical conditions or health issues, etc. should be done only after obtaining the requisite clearance from trained and registered medical practitioners.

The self-attestation would be verified in collaboration with trained and registered medical practitioners deployed at site through discussions with labourers /workers and/or preliminary checks such as temperature checks, etc. prior to their engagement at site.

In addition, the Contractor shall mandatorily follow all medical test requirements for the workers prior to their engagement and/or mobilization at site as per the guidelines issued by the Central and State government agencies and WHO from time to time.

Persons/Labourers showing COVID-19 symptoms or not providing self-attestation shall be directed to leave the work site and report to the fever clinic/quarantine centre immediately. Labourers not to return to the work site until cleared by fever clinic/quarantine centre.

6 GENERAL DIRECTION

- No handshake, Only Namaste
- Non-essential physical work that requires close contact between workers should not be carried out
- Work requiring physical contact should not be carried out
- Plan all other work to minimise contact between workers
- Wash hands often (every 1-2 hrs or frequently as possible) with soap for at least 20 seconds
- Use hand sanitizer
- No person should enter the work site other than the authorized persons mentioned by supervisor during start of work
- All must implement social distancing by maintaining a minimum distance of 6-feet from others at all times to eliminate the potential of cross contamination.
- Avoid face to face meetings — critical situations requiring in-person discussion must follow social distancing i.e., 6 ft from others.
- Conduct all meetings via conference calls, if possible. Do not convene meetings of more than 10 people. Recommend use of cell phones, texting, web meeting sites and conference calls for project discussion
- All individual work group meetings/ talks should follow social distancing
- At each job briefing/toolbox talk, employees are asked if they are experiencing any symptoms, and are sent home if they are

- Each worksite should have laminated COVID-19 safety guidelines and hand washing instructions
- All restroom/toilet facilities should be cleaned (min twice a day), and hand washing facility must be provided with soap, hand sanitizer and paper towels
- All surfaces should be regularly cleaned, including mobiles, tabletops /surfaces, door handles, laptops, records, etc.
- All common areas and meeting areas are to be regularly cleaned (min twice a day) and disinfected at least twice a day
- All persons to maintain their own water bottle, and should not be shared.
- To avoid external contamination, it is recommended everyone bring food from home
- Please maintain Social Distancing separation during breaks and lunch.
- Cover coughing or sneezing with a tissue, and then throw the tissue in the trash and wash hands, if no tissue is available then cough /sneeze into your upper sleeves or elbow. Do not cough or sneeze into your hands.
- Clean your hands after coughing or sneezing thoroughly by using soap and water (minimum for 20 seconds). If soap and water are not available, please use a hand sanitizer. The Contractor shall ensure adequate quantities of sanitizer and soap are made available at all locations including site offices, meeting rooms, corridors, washrooms /toilets, etc. as appropriate.
- Avoid touching eyes, nose, and mouth with your hands
- To avoid sharing germs, please clean up after yourself. DO NOT make others responsible for moving, unpacking and packing up your personal belongings
- If you or a family member is feeling ill, stay home!⁴
- Work schedules are adjusted to provide time for proper cleaning and disinfecting as required.

7 WORK-SITE PREVENTION PRACTICES

- At the start of each shift, confirm with all employees that they are healthy and inform all workers of reusable and disposable PPE.
- Outside person(s) should be strictly prohibited at worksite
- All construction workers will be required to wear cut-resistant gloves or the equivalent.
- Use of eye protection (reusable safety goggles/face shields) is recommended. The supply of eye protection equipment to the workers is considered as a standard part of PPE during construction works.
- In work conditions where required social distancing is impossible to achieve, such employees shall be supplied with standard face mask, gloves, and eye protection.
- All employees shall drive to work site in a single occupant vehicle. Staff shall not ride together in the same vehicle
- When entering a machine or vehicle which you are not sure you were the last person to enter, make sure that you wipe down the interior and door handles with disinfectant (with 1% sodium hypochlorite solution daily) prior to entry. Adequate quantity of the disinfectant shall be provided by the Contractor at all such site-specific locations.
- Workers should maintain separation of 6' from each other.
- Multi person activities will be limited where feasible (two persons lifting activities)
- Gathering places on the site such as sheds and/or break areas will be eliminated, and instead small break areas will be used with seating limited to ensure social distancing.
- Contact the cleaning person of the worksite and ensure proper COVID-19 sanitation processes. Increase cleaning/disinfection visits to at least 2 times a day. Cleaning person(s) to be provided with gloves, gown and face mask for each cycle of cleaning. The Contractor shall make available adequate supply of PPE and chemicals while the threat of COVID-19 continues.

³Social distancing may not be practical for undertaking certain specific activities within the workplace. It is therefore important to review the work method statements for these types of activities to assess impact and how to find safe ways of doing in line with best available guidance.

The workers with no sick-leave would be supported with additional leave while affected by COVID-19 by the Contractor. The workers who have to stay home because of COVID19 affected family member(s), the Contractor shall pay for the days for staying away from the work.

- Clean all high contact surfaces a minimum of twice a day in order to minimize the spread of germs in areas that people touch frequently. This includes but is not limited to desks, laptops and vehicles
- All employees to maintaining good health by getting adequate sleep; eating a balanced, healthy diet, avoid alcohol; and consume plenty of fluids.
- Continuation of works in construction project with workers available on site and no workers to be brought in from outside
- The site offices shall have adequate ventilation. The air conditioning or ventilation systems installed at the site offices would have high-efficiency air filters to reduce the risk of infection. The frequency of air changes may be increased for areas where close personal proximity cannot be fully prevented such as control rooms, elevators, waiting rooms, etc.
- The Contractor shall carry out contactless temperature checks for the workers prior to site entrance, during working hours and after site works to identify persons
- showing signs of being unwell with the COVID-19 symptoms

8 WASHING FACILITY

- All worksites should have access to toilet and hand washing facility.
- Providing hand cleaning facilities at entrances and exits. This should be soap and water wherever possible or hand sanitizer if water is not available
- Washing facility with hot water, and soap at fire hydrants or other water sources to be used for frequent hand washing for all onsite employees
- All onsite workers must help to maintain and keep stations clean
- If a worker notices soap or towels are running low or out, immediately notify supervisors. Proactively supervisor should make sure shortage situation never occurs.
- Garbage bins will be placed next to the hand wash facility for discarding of used tissues/towels with regular removal and disposal facility (end of each day)

9 CLEANING PROCEDURES

Increase cleaning/disinfection visits to at least 2 times a day. Cleaning person(s) to be provided with gloves, gown and face mask for each cycle of cleaning

Each worksite should have enhanced cleaning and disinfection procedures that are posted and shared including sheds, gates, equipment, vehicles, etc. and shall be posted at all entry points to the sites, and throughout the project site. These include common areas and high touch points like

- Taps and washing facilities
- Toilet flush and seats
- Door handles and push plates
- Handrails on staircases and corridors
- Lift and hoist controls
- Machinery and equipment controls
- Food preparation and eating surfaces
- Telephone equipment / mobiles
- Keyboards, photocopiers and other office equipment

Re-usable PPE should be thoroughly cleaned after use and not shared between workers

10 LABOUR CAMP

Contractor shall follow a zero-tolerance policy on wearing of masks.

Masks (homemade can be thought of) to be provided to all the persons/labourers for use at the camp site as well as at the worksite. Increase cleaning/disinfection visits to at least 2 times a day. Cleaning person(s) to be provided with disposable gloves, gown and face mask for each cycle of cleaning.

10.1 Toilet Facility

- Restrict the number of people using toilet facility at any one time e.g. appoint one welfare attendant among the labours.
- Wash hands before and after using the facilities

- Enhance the cleaning regimes for toilet facilities particularly door handles, locks and the toilet flush
- Portable toilets should be avoided wherever possible, but where in use these should be cleaned and emptied more frequently
- Provide suitable and sufficient rubbish bins for hand towels with regular removal and disposal.

10.2 Eating/Snacks Arrangements

- With eateries having been closed (restricted) — providing permanent (till society is safe from COVID-19) on-camp/off-camp cook/helpers can be implemented. Make sure that the "Guidelines for food handling, preparation and distribution during COVID-19" and its regular updates are being followed.
- Whilst there is a requirement for construction camps to provide a means of heating food and making hot water, these are exceptional circumstances and where it is not possible to introduce a means of keeping equipment clean between uses, etc. must be removed from use.
- Contractor to arrange all daily need items and grocery at site itself and no worker is allowed to go to shops for daily need items.
- Dedicated eating areas should be identified on camp to reduce food waste and contamination
- Break times should be staggered to reduce congestion and contact at all times
- Hand cleaning facilities or hand sanitizer should be available at the entrance of any room where people eat and should be used by workers when entering and leaving the area
- Workers should sit 2 metres apart from each other whilst eating and avoid all contact
- Where catering is provided on camp, it should provide pre-prepared and wrapped food only
 - Payments should be taken by contactless options wherever possible
 - Crockery, eating utensils, cups etc. should be avoided wherever possible
- Drinking water should be provided with enhanced cleaning measures of the tap mechanism introduced
- Tables should be cleaned between each use
- All rubbish should be put straight in the bin and not left for someone else to clear up; only covered pedal operated bins should be used and the bins should be cleared and cleaned regularly, with strict adherence to safety protocols for disposal and hygiene maintenance (including proper PPE's such as gloves, mask and apron worn by the waste handler/cleaner and disposal at a designated place);
- All areas used for eating must be thoroughly cleaned at the end of each break and shift, including chairs, door handles, etc.

10.3 Changing Facilities, Showers and Drying Areas

- Introduce staggered start and finish times to reduce congestion and contact at all times
- Introduce enhanced cleaning of all facilities throughout the day and at the end of each day
- Consider increasing the number or size of facilities available on camp if possible
- Based on the size of each facility, determine how many people can use it at any one time to maintain distance of two metres
- Provide suitable and sufficient garbage bins in these areas with regular removal and disposal.
- Visitor log should be strictly maintained that the labour camp.

*Advisory on use of Homemade Protective Cover for Face & Mouth by GOI

COVID-19 officer will ensure compliance with prevention issues at the labour camp(s).

11 UPDATES ON COVID-19

The Contractor shall be in touch with the Department of Health & Family Welfare and Labour Department to identify any potential worksite exposures relating to COVID-19, including:

- Strictly follow the guidelines issues by Ministry of health and OSHA
- Other workers, vendors, inspectors, or visitors to the worksite with close contact to the individual
- Labour Camps / Work areas such as designated workstations or rooms/sheds
- Work tools and equipment
- Common areas such as break rooms, tables and sanitary facilities

Also refer the following websites from time to time for regular updates.

<https://www.mohfw.gov.in/>

This document can be updated from time to time based on the advisories or directions of the Govt.

12 TRAINING

- RPMU/PIU to ensure all workers get training on above requirements before start of any construction activity
- During construction period frequent visual and verbal reminders to workers can improve compliance with hand hygiene practices and thus reduce rates of infection. Hand washing posters should also be displayed at work site and labour camps

13 EMERGENCY CONTACT

- Provide emergency contact number(s) at work site and labour camp for reporting COVID-19 symptoms

Ensure all staff and personal use the Aarogya Setu app, recommended by GOI for tracking COVID-19 patients.



Schedule 2: Schedule of Sectional Completions and Criteria for Liquidated Damage

The sectional completion of Field Preparation Works will have to be carried out for a total area of 4000 Ha based on the following completion schedules (based on the anticipated planting schedules of various crops for the project):

- i) 56.59 Ha (**approx.**) will have to be completed within Three (03 months), as per the cluster details below:

Lot	District	Dev. Block	Cluster Name	Total Area (Ha)	Latitude	Longitude	Crop	Spacing	Nos of Plant
Lot 03	Hamirpur	Bhoranj	Mundkhar tuls	26.99	31.593621	76.691269	Guava	3 X 3	31,094
Lot 04	Hamirpur	Nadaun	Kushiar-I	15.76	31.66122	76.37287	Citrus	3 X 3	17,505
Lot 04	Hamirpur	Nadaun	Sadhwan	8.75	31.73463	76.40718	Citrus	3 X 3	9,726
Lot 04	Hamirpur	Nadaun	Baag Bharmoti	6.09	31.7612	76.35135	Citrus	3 X 3	6,761

- ii) 146.68 (**approx.**) Ha will have to be completed within Nine (09) months as per the details below:

Lot	District	Dev. Block	Cluster Name	Total Area (Ha)	Latitude	Longitude	Crop	Spacing	Nos of Plant
Lot 03	Hamirpur	Bamsan	Parol	17.51	31.649762	76.618481	Citrus	3 X 3	19,456
Lot 03	Hamirpur	Bamsan	Sachuin	8.68	31.868335	76.630831	Pomegranate	3 X 3	9,640
Lot 03	Hamirpur	Bhoranj	Jol	18.72	31.633743	76.708879	Guava	3 X 3	21,912
Lot 03	Hamirpur	Bijhari	Lafran	13.96	31.47498	76.59905	Pomegranate	3 X 3	15,512
Lot 04	Hamirpur	Hamirpur	Bakarti	28.97	31.661786	76.490136	Citrus	3 X 3	33,298
Lot 04	Hamirpur	Nadaun	Tung (Baloh)	14.14	31.699457	76.356741	Citrus	3 X 3	15,714
Lot 04	Hamirpur	Nadaun	Manjot	9.38	31.76759	76.44649	Citrus	3 X 3	10,422
Lot 04	Hamirpur	Nadaun	Rail	6.23	31.74578	76.42117	Citrus	3 X 3	6,917
Lot 04	Hamirpur	Sujanpur	Kheri	12.79	31.88824	76.596676	Pomegranate	3 X 3	14,215
Lot 04	Hamirpur	Sujanpur	Beri-I	9.3	31.878132	76.557755	Pomegranate	3 X 3	10,336
Lot 04	Hamirpur	Sujanpur	Bir Baghera	7	31.862658	76.532384	Pomegranate	3 X 3	7,783

- iii) the balance 379.38 Ha (**approx.**) (as per the block/cluster details indicated in the **section 6: Employers requirement- Annexure 2: List of Clusters with Coordinate and Crop** will have to be completed within Eighteen (18) months from the date of signing of the contract agreement.

Lot	District	Dev. Block	Cluster Name	Total Area (Ha)	Latitude	Longitude	Crop	Spacing	Nos of Plant
Lot 03	Hamirpur	Bhoranj	Balor-Sangrawar	32.45	31.626882	76.643234	Guava	3 X 3	37,162
Lot 03	Hamirpur	Bhoranj	Samlog	21.69	31.622751	76.645739	Guava	3 X 3	25,206
Lot 03	Hamirpur	Bhoranj	Lambagram/Palasi	17.17	31.588658	76.602206	Guava	3 X 3	20,185
Lot 03	Hamirpur	Bhoranj	Lagmanwin	6.9	31.62513	76.67159	Guava	3 X 3	7,663
Lot 03	Hamirpur	Bijhari	Kalwal	15.75	31.45705	76.56528	Pomegranate	3 X 3	17,499
Lot 03	Hamirpur	Bijhari	Seri-Bhakredi	14.88	31.53771	76.47304	Pomegranate	3 X 3	16,535
Lot 03	Hamirpur	Bijhari	Bhalat	11.52	31.49203	76.4871	Pomegranate	3 X 3	12,797

Lot 03	Hamirpur	Bijhari	Ghangot	8.42	31.495232	76.522968	Pomegranate	3 X 3	9,355
Lot 04	Hamirpur	Hamirpur	Jangal ropa	21.19	31.656878	76.486881	Citrus	3 X 3	24,652
Lot 04	Hamirpur	Hamirpur	Haar	14.89	31.658841	76.470558	Citrus	3 X 3	16,545
Lot 04	Hamirpur	Hamirpur	Branda	7.87	31.67212	76.45922	Citrus	3 X 3	8,741
Lot 04	Hamirpur	Hamirpur	Neri	7.44	31.692566	76.465099	Citrus	3 X 3	8,269
Lot 04	Hamirpur	Nadaun	Pansai	55.43	31.680983	76.400374	Citrus	3 X 3	62,693
Lot 04	Hamirpur	Nadaun	Phal Palsi	27.18	31.623028	76.410288	Citrus	3 X 3	31,305
Lot 04	Hamirpur	Nadaun	Sai Lower	18.03	31.724333	76.387592	Citrus	3 X 3	21,140
Lot 04	Hamirpur	Nadaun	Bhalana Rei	17.21	31.759961	76.507317	Guava	3 X 3	20,232
Lot 04	Hamirpur	Nadaun	Bhabran 2	13.9	31.741531	76.331021	Citrus	3 X 3	15,443
Lot 04	Hamirpur	Nadaun	Bhabran 1	11.22	31.734759	76.320303	Citrus	3 X 3	12,468
Lot 04	Hamirpur	Nadaun	Kaloor	9.74	31.768616	76.313625	Citrus	3 X 3	10,818
Lot 04	Hamirpur	Nadaun	Kashmir	6.7	31.628167	76.400275	Citrus	3 X 3	7,440
Lot 04	Hamirpur	Nadaun	Choru (Bhoo-I)	6.2	31.793269	76.426196	Citrus	3 X 3	6,885
Lot 04	Hamirpur	Nadaun	Lohardha	4.99	31.767521	76.424368	Citrus	3 X 3	5,547
Lot 04	Hamirpur	Nadaun	Darol	1.24	31.747091	76.35679	Citrus	3 X 3	1,379
Lot 04	Hamirpur	Sujanpur	Beri-2	12.39	31.875673	76.555982	Pomegranate	3 X 3	13,764
Lot 04	Hamirpur	Sujanpur	Kudana	7.93	31.871305	76.563685	Citrus	3 X 3	8,810
Lot 04	Hamirpur	Sujanpur	Bhahru (Paur)	7.05	31.873001	76.551726	Pomegranate	3 X 3	7,836

In case the Contractor fails to complete the Sectional Works as per the schedule mandated above, Liquidated Damages, as per GCC 56.1 will be levied at the rate indicated and calculated on a pro-rata basis based on the sectional works not completed.

Section 9: Contract Forms

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Notice of Intention for Award of Contract (Not applicable)

[on letterhead paper of the Employer]

[date of notification]

To: [name of the Bidder]
 Attention: [insert name of the Bidder's authorized representative]
 Address: [insert address of the Bidder's authorized representative]
 Telephone/Fax numbers: [insert telephone/fax numbers of the Bidder's authorized representative]
 E-mail Address: [insert e-mail address of the Bidder's authorized representative]

This is to notify you of our intention to award the contract [insert name of the contract and identification number, as given in the Bid Data Sheet]. You have [insert number of days as specified in ITB 41.1 of the BDS] days from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid; and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 46.1.

The summary of the evaluation are as follows:

1. List of Bidders

Name of Bidder	Bid Price as Read Out at Opening	Evaluated Bid Price

2. Reason/s Why Your Bid Was Unsuccessful

.....

3. The Successful Bidder

Name of Bidder:	
Address:	
Accepted Contract Amount:	
Duration of Contract:	
Scope of the Contract Awarded:	
Amount Performance Security Required:	

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Letter of Acceptance

[on letterhead paper of the Employer]

[date]

To: *[Name and address of the contractor]*

Subject: Contract No. *[please specify]*

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

[Choose one of the following statements:]

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

[or]

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the [date] day of [month], [year], between [name of the Employer] (hereinafter “the Employer”), of the one part, and [name of the contractor] (hereinafter “the Contractor”), of the other part:

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

The Employer and the Contractor agree as follows:

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

¹ Information contained in the addenda and or addendum should preferably be included in the contract documents to avoid potential ambiguities during contract implementation. If however, unavoidable priority should be decided depending on the nature of information provided in the addenda/addendum.

² Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 54.1).

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

Signed by
for and on behalf of the Employer

Signed by
for and on behalf the Contractor

in the presence of:

in the presence of:

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

Performance Security

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

Beneficiary: [Name and address of the Employer]

Date:

Performance Guarantee No.:

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

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

At the request of the Contractor, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]¹ [amount in figures] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.³

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

-- Note to Bidder --

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

- ¹ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or in any freely convertible currency acceptable to the Employer. If the bank issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the Employer.
- ² Insert the date 28 days after the defect liability period. The Employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months][1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."
- ³ Or the employer may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.

Advance Payment Security

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

Beneficiary: [Name and address of the Employer]

Date:

Advance Payment Guarantee No.:

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

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum [name of the currency and amount in words]¹ [amount in figures] is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]² [amount in figures] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor:

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty percent (80%) of the Contract Price has been certified for payment, or on the [date] day of [month], [year]³, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.⁴

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

¹ The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in any freely convertible currency acceptable to the Employer.

² Footnote 1.

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

⁴ Or the employer may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.

-- Note to Bidder --

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