

# **ITB BIDDING DOCUMENTS**



**For Procurement of Contractor on**

## **National Open Competitive Procurement (Two envelope Bidding Process with e-Procurement)**

**For the work of**

**Supply, Installation, Testing, Commissioning and Operation & Maintenance of Advanced Traffic Management System on National Highway 730B, 730C, and 731K from Bewar to Pilibhit (length 183.300 Km.) in the state of Uttar Pradesh under Green Highways Corridor Project (GNHCP) with loan assistance of World Bank on EPC mode .**

**Green National Highways Corridor Project (GNHCP).**

**GNHCP\_UP\_ATMS\_1**

**May, 2025**

**GOVERNMENT OF INDIA**

**MINISTRY OF ROAD TRANSPORT AND HIGHWAYS**

**Name of Project:** Green National Highways Corridor Project (GNHCP)

**National Open Competitive Procurement**  
**(Two-Envelope Bidding Process with e-Procurement)**

**Loan No: IBRD-9062**

**RFB Reference No.: GNHCP\_UP\_ATMS\_1**

**Contract Title: Supply, Installation, Testing, Commissioning and Operation & Maintenance of Advanced Traffic Management System on National Highway 730B, 730C, and 731K from Bewar to Pilibhit (Length 183.300 Km.) in the state of Uttar Pradesh under Green Highways Corridor Project (GNHCP) with loan assistance of World Bank on EPC mode**

PERIOD OF SALE OF BIDDING DOCUMENT	:	FORM 17.05.2025 TO 17.06.2025 1100 HOURS
TIME AND DATE OF PRE-BID MEETING <sup>1</sup>	:	30.05.2025 TIME 1500 HOURS
LAST DATE AND TIME FOR SUBMISSION OF BIDS	:	17.06.2025 TIME 1100 HOURS
* TIME AND DATE OF OPENING OF BIDS <sup>2</sup> – Technical Part	:	18.06.2025 TIME 1200 HOURS
PLACE OF OPENING OF BIDS	:	O/o, Chief Engineer – Regional Officer, MoRT&H, NH Bhawan, Biotech Chowk, Lucknow Ring Road, Vikas Nagar Lucknow- 226022
OFFICER INVITING BIDS	:	Chief Engineer-Regional Officer, MoRT&H, LUCKNOW

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<sup>1</sup> Delete, if a pre-bid meeting is not scheduled for this procurement.

<sup>2</sup> The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.

*\* Should be the same as the deadline for submission of bids or promptly thereafter..*

**REQUEST FOR BIDS**  
**(RFB)**

GOVERNMENT OF INDIA  
MINISTRY OF ROAD TRANSPORT AND HIGHWAYS  
Green National Highways Corridor Project (GNHCP)

**REQUEST FOR BIDS (RFB)**  
**E-Procurement Notice**

**National Open Competitive Procurement**

**(Two-Envelope Bidding Process with e-Procurement)**

**Supply, Installation, Testing, Commissioning and Operation & Maintenance of Advanced Traffic Management System (ATMS) on National Highway 92, 730B, 730C, and 731K from Etawah to Pilibhit (length 240.726 Km.) in the state of Uttar Pradesh under Green Highways Corridor Project (GNHCP)**

**Employer:** MINISTRY OF ROAD TRANSPORT AND HIGHWAYS

**Contract Title:** Supply, Installation, Testing, Commissioning and Operation & Maintenance of Advanced Traffic Management System (ATMS) on National Highway 92, 730B, 730C, and 731K from Etawah to Pilibhit (length 240.726 Km.) in the state of Uttar Pradesh under Green Highways Corridor Project (GNHCP) with loan assistance of World Bank on EPC mode

**Loan No:** IBRD-9062

**RFB Reference No.:** GNHCP\_UP\_ATMS\_1

**Issued on:** [17.05.2025]

1. The Government of India has received for financing from the World Bank toward the cost of the GNHCP Project and intends to apply a part of the proceeds to cover eligible payments under the contract for the works as detailed below:

State	NH No.	NCB No.	Name of Stretch	Estimated cost including maintenance	Length	Completion period	Maintenance period
Uttar Pradesh	92, 730B, 730C & 730K	GNHCP_UP_ATMS_1	Etawah to Pilibhit (Length 240.726 Km.)	INR 40.24 crore (Excluding GST)	240.726 KM	06 Months	60 Months

2. The MINISTRY OF ROAD TRANSPORT AND HIGHWAYS now invites online Bids from eligible Bidders for **Supply, Installation, Testing, Commissioning and Operation & Maintenance of Advanced Traffic Management System** shown in Table below. Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract. In addition, please refer to paragraphs 3.14 and 3.15 of the “Procurement Regulations” setting forth the World Bank’s policy on conflict of interest.
3. Bidding will be conducted through national competitive procurement using a Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers, July 2016 Revised August 2018” (“Procurement Regulations”), and is open to all eligible Bidders as defined in the Procurement Regulations.
4. The bidding document is available online on official portal of the CPPP website [https:// eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) from 17.05.2025 to 17.06.2025 (upto 1100 Hrs. IST) for a non-refundable fee of Rs. 10000/- (Rupees Ten Thousand Only). Payment documents are to be submitted as per the procedure described in paragraph 10 below. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
5. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) Class III from one of the Certifying Authorities authorised by Government of India for issuing DSC.
6. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on official portal of the CPPP website [https:// eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) on or before 11:00 hours on 17.06.2025 and the ‘Technical Part’ of the bids will be publicly opened online at the address given below on 18.06.2025 at 1200 hours, in the presence of the bidders’ designated representatives and anyone who choose to attend. The “Financial Part” shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.
7. All Bids must be accompanied by a bid security of the amount specified for the contract in the table below, drawn in favour of Ministry of Road Transport & Highways. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.
8. The bidders can submit scanned copy of various original documents referred in RFB (Request for Bids) like Original Power of Attorney for signing the Bid as per format, Original Joint Bidding Agreement as well as Power of Attorney (POA) on behalf of Joint Venture, an Undertaking from the person having POA that they agree and abide

by the Bid documents uploaded by Authority and amendments uploaded, if any, along with the bid on or before due date of submission. However, the successful bidder has to submit the original documents physically to the Authority before issue of LOA.

9. Bidders are instructed that, the submitted bid should be legible. Failing to which it's Bid shall be rejected and may not subsequently be made responsive.
10. The bidders shall submit the payment towards cost of Bid document, referred in para 4 above, through NTRP (Non-Tax Receipt Portal) Portal (<https://bharatkosh.gov.in/>) only, instead of Demand Draft and a copy of proof of payment shall be submitted along with above-mentioned documents. The relevant details of RPAO and DDO are as follows:

Regional Pay & Accounts Office (RPAO) : **035036-RPAO (NH), LUCKNOW**  
Drawing & Disbursing Office (DDO) : **235040**

11. A pre-bid meeting will be held on 30.05.2025 at 15:00 hours at O/o, Chief Engineer – Regional Officer, NH Bhawan, Biotech Chowk, Lucknow Ring Road, Vikas Nagar Lucknow-226022 to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in ITB Clause 7.4 of 'Instructions to Bidders' of the bidding document. Bidders are advised to download the bidding document prior to the pre-bid meeting in order for bidders to have a good understanding of the scope of work under this contract for discussion and clarification at the pre-bid meeting.
12. Other details can be seen in the bidding document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
13. The schedule for procurement of the works is as follows:

Sl No.	Activity	Planned completion
1	1. Notice of invitation to bid	2. 17.05.2025
3. 2	4. Pre-bid meeting	5. 30.05.2025 (14days)
6. 3	Bid submission date	7. 17.06.2025 (30 days)

8. 4			9. Opening technical proposal	18.06.2025		
5	10.		Opening of financial proposal	(After finalization of Technical Bids)		
6			Award of contract	xx.xx.2025	11.	12.

14. The address(es) referred to above are:

Shri Alok Kumar Pandey  
Chief Engineer-Regional Office  
Ministry of Road Transport & Highway  
NH Bhawan, Biotech Chowk,  
Lucknow Ring Road, Vikas Nagar  
Lucknow  
**E-mail : rolkorth@gmail.com**



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## **PART 1 – Bidding Procedures**

# Section I - Instructions to Bidders

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## Section I - Instructions to Bidders

### A. General

- 1. Scope of Bid**
- 1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified **in the BDS**, issues this bidding document for the **Supply, Installation, Testing, Commissioning and Operation & Maintenance of Advanced Traffic Management System (ATMS) on National Highway 92, 730B, 730C, and 731K from Etawah to Pilibhit (length 240.726 Km.) in the state of Uttar Pradesh under Green Highways Corridor Project (GNHCP)** as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFB are specified **in the BDS**.
- 1.2 Throughout this bidding document:
- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
  - (b) if the context so requires, "singular" means "plural" and vice versa; and
  - (c) "Day" means calendar day, unless otherwise specified as "Business Day." A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
- 2. Source of Funds**
- 2.1 The Government of India or Recipient (hereinafter called "Borrower") indicated **in the BDS** has applied for or received financing (hereinafter called "funds") from the World Bank (hereinafter called "the Bank") in an amount specified **in BDS**, toward the project named **in 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 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or

materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

### **3. Fraud and Corruption**

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.

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

### **4. Eligible Bidders**

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6, or any combination of such entities in the form of a joint venture (JV), unless otherwise specified **in the BDS**, under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture when permitted, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members. Unless **specified in the BDS**, there is no limit on the number of members in a JV. The joint venture agreement shall be registered in the place **specified in BDS** so as to be legally valid and binding on members. The joint venture agreement should be registered in the place **specified in BDS** so as to be legally valid and binding on partners. Unless **specified in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
- (e) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the Bid; or
- (f) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Authority Engineer for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the 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
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate as a Bidder or as JV member in more than one Bid except for permitted alternative Bids. This includes participation as a Subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may

participate as a subcontractor in more than one Bid.

- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
- 4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. Where the procurement is implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the



procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

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

4.10 Not used.

**5. Eligible  
Plant and  
Installation  
Services**

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

## **B. Contents of Bidding Document**

**6. Sections of Bidding Document** 6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

### **PART 1. Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

### **PART 2. Employer's Requirements**

- Section VII -Employer's Requirements

### **PART 3. Conditions of Contract and Contract Forms**

- Section VIII - General Conditions of Contract (GCC)
- Section IX -Particular Conditions of Contract (PCC)
- Section X -Contract Forms

6.2 The Specific Procurement Notice-Request for Bids (RFB) issued

by the Employer is not part of the bidding document.

- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

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

- 7.1 The electronic bidding system **specified in the BDS** provides for online clarifications. A Bidder requiring any clarification on the bidding document may notify the Employer online or raise his enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. Clarifications requested through any other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. Description of clarification sought and the response of the Employer shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 8 and ITB 23.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the 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 upon 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 If so specified **in the BDS**, the Bidder’s designated representative is invited to attend a pre-Bid meeting and/or a site visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions only through the procurement portal, not later than one week before the meeting as per the format enclosed. Clarifications requested through any other mode shall not be considered by the Employer.
- 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 uploaded online on e-procurement system. 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. It is the bidder’s responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. 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. The addendum will appear on the e-procurement system under “Latest Corrigendum” and email notification is also automatically sent to those bidders who have started working on the tender, or as **otherwise specified in BDS**.
- 8.2 Any addendum thus issued shall be part of the bidding document and shall be deemed to have been communicated to all bidders. The Employer shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify the website for the latest information related to this bid.
- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 23.2.

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

- 9. Cost of Bidding**
- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not 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 English.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.
- 11.2 **The Technical Part** shall contain the following:
- (a) **Letter of Bid - Technical Part** prepared in accordance with ITB12;
  - (b) **Bid Security**, in accordance with ITB 20;
  - (c) **Alternative Bid - Technical Part**, if permissible, in accordance with ITB 13;
  - (d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3, and in accordance with ITB 21.4 in case of a JV;
  - (e) **Bidder's Eligibility and Qualifications:** documentary evidence in accordance with ITB 15.1 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;
  - (f) **Conformity:** documentary evidence in accordance to ITB 16 that the Plant and Installation Services offered by the Bidder conform to the bidding document;
  - (g) Bids submitted by a JV (where permitted) shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement; and
  - (h) Contractor Registration certificate (as per RFB), if applicable; and
  - (i) any other document required **in the BDS**.
- 11.3 **The Financial Part** shall contain the following:
- (a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 17;
  - (b) **Alternative Bid - Financial Part:** if permissible in

accordance with ITB 13; and

(c) any other document required **in the BDS**.

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

11.5 The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid and to contract execution if the Bidder is awarded the contract.

**12. Process of Bid Submission**

12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

12.2 Entire Bid including the Letters of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 7.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in ITB clauses 11 and 12.3 should also be uploaded on this website.

12.3 **Submission of Original Documents:** The bidders are required to separately submit **original**-(a) Bid Security in approved form, (b) Power of Attorney (s), (c) payment documents towards the cost of bid document; and registration on e-procurement website (if applicable), and (d) affidavit regarding correctness of information furnished with bid document, shall be delivered by the Bidder to the office **specified in the BDS** before the bid submission deadline. Hard copy of rest of the bid or any other document are not to be submitted.

12.4 -The bidders are required to separately submit (i) registration on e-procurement website (if not previously registered) (as per RFB); and (ii) original bid security in approved form, with the office **specified in the BDS**, before the Bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted.

- 13. Alternative Bids**
- 13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.
- 13.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included **in the BDS**, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as described in the bidding document must also provide: (i) a price at which they are prepared to offer a Plant meeting the Employer's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When Bidders are invited **in the BDS** to submit alternative technical solutions for specified parts of the facilities, such parts will be identified **in the BDS**, as will the method for their evaluation, and described in Section VII, Employer's Requirements.
- 14. Documents Comprising the Technical Proposal**
- 14.1 The Bidder shall furnish a technical proposal in the Technical Part of the Bid, including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time.
- 15. Documents Establishing the Eligibility and Qualifications of the Bidder**
- 15.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.
- 15.2 To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

**16. Documents**      16.1 Deleted  
**Establishing  
the  
Conformity  
of the Plant  
and  
Installation  
Services**

**17. Bid      Prices**      17.1 The prices and discounts quoted by the Bidder in the Letter of  
**and**      Bid –Financial Part and in the Price Schedules shall conform to  
**Discounts**      the requirements specified below.

Unless otherwise specified in the BDS, Bidders shall quote for the entire Supply, Installation, Testing, Commissioning and Operation & Maintenance of Advanced Traffic Management System(ATMS)—The total Bid price shall include all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding document in respect of the work. This includes all requirements under the Contractor's responsibilities for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Advanced Traffic Management System(ATMS) and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as specified in the bidding document, all in accordance with the requirements of the General Conditions.

17.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document. The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12, shall be the total price of the Bid..

17.3 (Deleted)

17.4 (Deleted)

17.5 (Deleted)

17.6 (Deleted)

17.7 -(Deleted)

17.8 -(Deleted)

17.9 (Deleted)

17.10-(Deleted)

17.11 -(Deleted)

17.12 (Deleted)

17.13 Unless otherwise **specified in the BDS** and the Contract, the prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract.

17.14 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 prices and the total Bid price submitted by the Bidder.

**18. Currencies of Bid and Payment**

18.1 The Bidder shall quote the rates and prices, and shall be paid for, entirely in Indian Rupees (Rs.) only.

18.2 Deleted.

**19. Period of Validity of Bids**

19.1 Bids shall remain valid for the Bid Validity period specified **in the BDS**. The Bid Validity period starts from the Bid submission deadline (as prescribed by the Employer in accordance with ITB 23.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, the Bidder granting the request shall also extend the Bid Security for forty-five (45) 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, except as provided in ITB 19.3.

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

- (a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;
- (b) in the case of **adjustable price** contracts, no adjustment shall be made;



- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

**20. Bid Security**

- 20.1 The Bidder shall furnish as part of the Technical Part of its Bid, a Bid Security as specified **in the BDS**, in original form and, in the amount specified **in the BDS**.
- 20.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
  - (a) an unconditional guarantee issued by a Nationalized or Scheduled bank in India;
  - (b) an irrevocable letter of credit issued by a Nationalized or Scheduled bank located in India;
  - (c) a cashier's or certified check or demand draft issued by a Nationalized or Scheduled bank located in India; or
  - (d) another security indicated **in the BDS**,

In the case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for forty-five (45) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2.

- 20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as nonresponsive.
- 20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 50.
- 20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 20.7 The Bid Security may be forfeited:
  - (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid

Technical Part and repeated in Letter of Bid - Financial Part, or any extension thereto provided by the Bidder in accordance with ITB 19.2; or

- (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 36; or
- (c) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 49; or
  - (ii) furnish a Performance Security in accordance with ITB 50.

20.8 The Bid Security of a JV where permitted shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the Bid Security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.

20.9 Not used.

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

21.1 The Bidder shall prepare the Bid as per details given in ITB 22.

21.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business.

21.3 The Bid 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 uploaded along with the Bid..

21.4 In the case that the Bidder is a JV where permitted, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

21.5 Documents establishing authority to sign the bid on behalf of the JV, if permitted shall be uploaded along with the bid.

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

### **22. Preparation of Bids**

22.1 The Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Request for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Request for Bids

and can view the details of works for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) of Class III in the form of smart card/e-token obtained from any certifying agency authorised by the Government of India (for class of DSC **specified in BDS**). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.

22.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.

22.3 All the documents are required to be signed digitally by the bidder. After electronic on line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.

22.4 Physical, E-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

**23. Deadline for Submission of Bids**

23.1 Bids, both Technical and Financial Parts, must be uploaded online no later than the date and time indicated **in the BDS**.

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

**24. Late Bids**

24.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

**25. Withdrawal, Substitution, and Modification of Bids**

25.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not

required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in BDS**).

25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall not be opened.

25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 20.7.

### **E. Public Opening of Technical Parts of Bids**

#### **26. Public Opening of Technical Parts of Bids**

26.1 The Employer shall publicly open Technical Parts of all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter bidder's names, and such other details as the Employer may consider appropriate shall be notified online as Technical Part bid opening summary.

In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

26.2 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids that are opened at Bid opening shall be considered further for evaluation.

## **F. Evaluation of Bids – General Provisions**

- 27. Confidentiality** 27.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 45. In cases where ITB 45 is not applicable, such information shall not be disclosed until Notification of Award is transmitted in accordance with ITB 47.
- 27.2 Any effort by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.
- 28. Clarification of Bids** 28.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of unit rates giving a reasonable time for a response. 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 prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.
- 28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 29. Deviations, Reservations, and Omissions** 29.1 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.

- 30. Nonmaterial Nonconformities**
- 30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformity in the Bid which do not constitute a material deviation, reservation or omission.
- 30.2 Provided that a 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 Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

Note:- Being EPC Contract the amount quoted by the Bidder in form F-1 shall be considered final.

## **G. Evaluation of Technical Parts of Bids**

- 31. Evaluation of Technical Parts of Bids**
- 31.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification criteria. No other evaluation criteria or methodologies shall be permitted.
- 31.2 **deleted**
- 32. Determination of Responsiveness**
- 32.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB11.
- 32.2 A substantially responsive 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 Plant and Installation Services 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.
- 32.3 The Employer shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section VII, Employer's Requirements have been met without any material deviation, reservation, or omission.

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.

**33. Qualification of the Bidder**

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

33.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm different from the Bidder.

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

33.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.

**13. H. Public Opening of Financial Parts of Bids**

**34. Public Opening of Financial Parts**

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

- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
- (b) their Financial Part of Bid shall not be opened; and
- (c) notify them of the date and time for public opening of Financial Parts of the Bids.

34.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as

substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
- (b) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and
- (c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, **as specified in the BDS.**

34.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, per lot (contract) if applicable, including any discounts, and such other details as the Employer may consider appropriate, will be notified online by the Employer at the time of bid opening.

In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

34.4 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Parts of Bids and discounts that are opened at Bid opening shall be considered further for evaluation.

## **I. Evaluation of Financial Parts of Bids**

### **35. Evaluation of Financial Parts**

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

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Price Schedules;
- (b) not used;
- (c) price adjustment due to discounts offered in accordance with ITB 17.11;
- (d) price adjustment due to quantifiable nonmaterial



nonconformities in accordance with ITB 30.3;

(e) not used; and

(f) the evaluation factors specified **in the BDS** and in Section III, Evaluation and Qualification Criteria.

35.2 If price adjustment is allowed in accordance with ITB 17.7, 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.

35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria

**36. Correction  
of  
Arithmetical  
Errors**

Deleted

**37. Conversion  
to Single  
Currency**

37.1 Not used.

**38. Margin of  
Preference**

38.1 Not Applicable

**39. Comparison  
of Financial  
Parts**

39.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.1 to determine the Bid that has the lowest evaluated cost.

**40. Abnormally  
Low Bids**

40.1 An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

40.2 In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise **specified in the BDS**, shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in correlation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

40.3 After evaluation of the price analyses, in the event that the

Employer determines that the Bidder has failed to demonstrate its capability to deliver the contract for the offered tender price, the Employer shall reject the Bid.

- 41. Unbalanced or Front Loaded Bids** 41.1 (Deleted) I the risk cannot be mitigated through additional performance security.
- 42. Most Advantageous Bid** 42.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
  - (b) the lowest evaluated cost.
- (Deleted)
- 43. Employer's right to Accept Any Bid and to Reject Any or All Bids** 43.1 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 documents submitted and specifically, Bid securities shall be promptly returned to the Bidders.
- 44. Standstill Period** 44.1 Standstill Period shall not apply.
- [Note 1: where it is proposed to permit Standstill Period, incorporate all changes as indicated in Attachment 1 at the end of this document.*
- Note 2: Standstill period shall not apply where only one bid is submitted or where the bidding process is in response to an emergency situation recognized by the Bank]*
- 45. Notice of Intention to Award** 45.1 Not used.

## **J. Award of Contract**

- 46. Award Criteria** 46.1 Subject to ITB 40, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and

(b) the lowest evaluated cost.

**47. Notification  
of Award**

47.1 Prior to the expiration of the Bid Validity Period, the Employer shall transmit the Letter of Acceptance to the successful Bidder. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

47.2 At the same time, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Employer;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

47.3 The Contract Award Notice shall be published on a National website (GoI website <http://tenders.gov.in> or GoI Central Public Procurement Portal <https://eprocure.gov.in/cppp/>) or on the Employer’s website with free access if available, or in the official gazette.

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

**48. Debriefing  
by the  
Employer**

48.1 Not used.

- 49. Signing of Contract**
- 49.1 Promptly upon Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 28 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder.
- 49.2 Within twenty-eight (28) days of receipt of the Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with ITB Clause 50 (b) if the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid; and (c) shall sign, date, and return the Agreement to the Employer along with the documents stated at (a) and (b) above.
- 49.3 Not used.
- 50. Performance Security**
- 50.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and in accordance with the General Conditions GCC 13.3, subject to ITB 41, using for that purpose the Performance Security Form included in Section X, Contract Forms. The performance security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.
- 50.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
- 50.3 Upon the successful Bidder's signing the Agreement and furnishing of the Performance Security pursuant to ITB Clause 50.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the bidders pursuant to ITB Clause 20.5 and 20.6.

## Section II - Bid Data Sheet

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

*[Where an e-procurement system is used, modify the relevant parts of the BDS accordingly to reflect the e-procurement process.]*

*[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB.]*

<b>A. General</b>	
<b>14. ITB 1.1</b>	<p>The reference number of the Request for Bids (RFB) is : <b>GNHCP_UP_ATMS_1</b> dated 17.05.2025</p> <p>The Employer is: <b>GOVERNMENT OF INDIA</b> <b>MINISTRY OF ROAD TRANSPORT AND HIGHWAYS</b></p> <p>The name of the RFB is:<i>[insert name of the RFB]</i> <b>Supply, Installation, Testing, Commissioning and Operation &amp; Maintenance of Advanced Traffic Management System on National Highway (ATMS) on National Highway 92, 730B, 730C, and 731K from Etawah to Pilibhit (length 240.726 Km.) in the state of Uttar Pradesh under Green Highways Corridor Project ( GNHCP) with loan assistance of World Bank on EPC mode.</b></p> <p>The number and identification of lots (contracts) comprising this RFB is: <b>1 One</b></p>
<b>ITB 1.2 (a)</b>	<b>15.</b> The Employer shall use the e-procurement system specified in BDS 7.1.
<b>ITB 2.1</b>	<p>The Borrower is: Government of India. The sub-Borrower is <b>MINISTRY OF ROAD TRANSPORT AND HIGHWAYS</b></p> <p><b>16.</b> The amount of the financing is : <b>US \$ 500 Million</b></p> <p><b>17.</b> The name of the Project is: <b>Green National Highways Corridor Project</b></p>

<b>18. ITB 4.1</b>	<p>Bids from Joint ventures are acceptable.</p> <p>Where Joint Ventures are permitted:</p> <p>(a) Maximum number of members in the Joint Venture (JV) shall be: <b><u>02 Nos</u></b></p> <p>(b) <del>Place where the agreement to form JV to be registered is Delhi.</del></p> <p>(c) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement [<i>in case of a successful bid</i>].</p> <p>(d) The joint venture agreement should define precisely the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer.</p>
<b>19. ITB 4.5</b>	<p>A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>.</p>
<b>20.B. Contents of Bidding Document</b>	
<b>21. ITB 7.1</b>	<p><b>22. Electronic –Procurement System</b></p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process: GoI Central Public Procurement Portal</p> <p><a href="https://eprocure.gov.in/eprocure/app">https:// eprocure.gov.in/eprocure/app</a></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Bidding process:</p> <p>Publication of advertisement, uploading bidding document, uploading amendment to the bidding document, bid submission, opening of Technical part of bid, result of technical evaluation, invitation for opening of financial bids, opening of Financial part of the bid and publication of contract award.</p> <p>Requests for clarification should be received by the Employer no later than: 14 days prior to the deadline for submission of bids</p>
<b>23. ITB 7.4</b>	<p>24. A Pre-Bid meeting shall take place. If a Pre-Bid meeting will take place, it will be at the following date, time and place:</p> <p>Date: 30.05.2025</p> <p>Time: 1500 Hrs.</p>

	<p>Place:___</p> <p><b>Chief Engineer-Regional Office</b></p> <p><b>Ministry of Road Transport &amp; Highway</b></p> <p><b>NH Bhawan, Biotech Chowk,</b></p> <p><b>Lucknow Ring Road, Vikas Nagar</b></p> <p><b>Lucknow</b></p> <hr/> <p>A site visit conducted by the Employer shall not be organized.</p>
<b>25. ITB 8.1</b>	<p>26. The addendum will appear on the e-procurement system under GoI website <a href="http://eprocure.gov.in/eprocure/app">http://eprocure.gov.in/eprocure/app</a> and email notification is also automatically sent to those bidders who have started working on this tender.</p> <p><i>[Note – insert/ modify the above if any change is required in the provisions of ITB 8.1, otherwise delete this BDS entry]</i></p>
<b>27.C. Preparation of Bids</b>	
<b>28. ITB 11.2 (j)</b>	<p>29. The Bidder shall submit the following additional documents in its Bid – Technical Part: <i>[list any additional document not already listed in ITB 11.2 that must be submitted with the Bid e.g. Contractor Registration certificate if specified (as per RFB)]</i></p> <p>(i) Contractor Registration certificate on e-procurement system as per RFB, if applicable</p>
<b>30. ITB 11.3 (d)</b>	<p>31. The Bidder shall submit the following additional documents in its Bid – Financial Part: <b>None</b></p>
<b>32. ITB 12</b>	<p>33. <b>Note for Bidders:</b> Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.</p>
<b>34. ITB 12.3</b>	<p>35. For submission of original documents, the Employer's address is:</p>

	<p>Attention: <b>Chief Engineer-Regional Office</b></p> <p>Street Address: <b>Ministry of Road Transport &amp; Highway</b>  <b>NH Bhawan, Biotech Chowk,</b>  <b>Lucknow Ring Road, Vikas Nagar</b></p> <p>City: Lucknow</p> <p>PIN/Postal Code: 226022</p> <p>Country: INDIA</p>
<b>36. ITB 13.1</b>	37. Alternative Bids <i>shall not be</i> considered.
<b>38. ITB 13.2</b>	<p>39. Alternatives to the Time Schedule <i>shall not be</i> permitted.</p> <p>If alternatives to the Time Schedule are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.</p>
<b>40. ITB 13.4</b>	Not Applicable
<b>41. ITB 19.1</b>	42. The Bid validity period shall be 120 days.
<b>43. ITB 19.3 (a)</b>	<b>44.</b> The Bid price shall be adjusted by the factor: 5 (% per annum) [ <i>To be fixed based on average inflation in India during the past one year.</i> ]
<b>45. ITB 20.1</b>	The Bidder shall furnish a Bid Security in the amount of Rs. 40,24,000 (Rs. Forty Lakhs Twenty Four Thousands only)
<b>46. ITB 20.3 (d)</b>	Other types of acceptable securities are: None
<b>47. ITB 21.3</b>	<p>48. The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <p><i>“(a) Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid as per format ; and</i></p> <p><i>(b) In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members as per format.</i></p>
<b>49.D. Online Submission and Opening of Bids</b>	



<b>50. ITB 22.1</b>	51. Class of DSC required is: Class III
<b>52. ITB 23.1</b>	<p>53. <i>[The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) days, unless otherwise agreed with the Bank].</i></p> <p><b>The deadline for uploading the Bids is:</b></p> <p>Date:<i>[insert day, month, and year, e.g. 17 June, 2025]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m., e.g. 11:00 a.m.]</i></p> <p><i>[The date and time should be the same as those provided in the Specific Procurement Notice - Request for Bids, unless subsequently amended pursuant to ITB 23.2]</i></p>
<b>54. ITB 25.1</b>	55. Re-submission of the bid is <i>not allowed</i> , if withdrawn.
<b>56. E. Public Opening of Technical Parts of Bids</b>	
<b>57. ITB 26.1</b>	<p>The online Bid opening of Technical Parts of Bids shall take place on: <b>Chief Engineer-Regional Office</b>, Ministry of Road Transport &amp; Highway</p> <p>Street Address: <b>Ministry of Road Transport &amp; Highway</b></p> <p><b>NH Bhawan, Biotech Chowk,</b></p> <p><b>Lucknow Ring Road, Vikas Nagar</b></p> <p>City: , Lucknow</p> <p>Country: INDIA</p> <p>58. Date:<i>[insert day, month, and year, e.g. 17 June, 2025]</i></p> <p>Time: <i>[insert time, and identify if a.m. or p.m. e.g. 12 p.m.]</i></p> <p><i>[Note: Date and time should be the same as the deadline for submission of Bids in accordance with ITB 23, or promptly thereafter.]</i></p>
<b>59.F. Evaluation of Bids – General Provisions</b>	
<b>60. ITB 30.3</b>	61. Being EPC Contract the amount quoted by the Bidder in form F-1 shall be considered final.
<b>62. H. Public Opening of Financial Parts of Bids</b>	

<b>63. ITB 34.2 (c)</b>	<p>64. Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the location, date and time of the public opening of Financial Parts.</p> <p>In addition to the above the Employer shall publish a notice of the public opening of the Financial Parts of the Bid on its website... <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></p>
<p align="center"><b>65. I. Evaluation of Financial Parts of Bids</b></p>	
<b>66. ITB 35.1 (f)</b>	<p>67. The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: <i>[refer to Section III, Evaluation and Qualification Criteria; insert complementary details if necessary]</i></p>
<b>68. ITB 40.2</b>	<p>69. Provisions related to Abnormally Low Bids shall apply</p> <p>(i) where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;</p> <p>(ii) where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;</p> <p>(iii) The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.</p> <p>(iv) The additional performance security shall be treated as part of the performance security.</p>
<b>70. ITB 43.1</b>	<p>71. In case of annulment of Bids, the original Bid Security other than in the form of Bank Guarantee (as per clause ITB 20.3(d)) and Power of</p>

	Attorney(s) only shall be returned to the Bidders.
<b>72. J. Award of Contract</b>	
<b>73. ITB 49</b>	<b>74. Add the following at the end of this sub-clause:</b> “Bidder shall give its consent to enter into this Agreement and the enforceability of the provisions thereof, within 10 (ten) business days of the date of issue of Letter of Acceptance.”
<b>75. ITB 50.1</b>	<b>76.</b> The selected bidder is required to furnish the Performance Security equal to 5% (Five percent) of Contract price in the standard forms. The standard forms of Performance Security shall be irrevocable and unconditional guarantees from Scheduled/Nationalized Banks in the forms set forth in GCC. All the Bank Guarantees shall be transmitted through SFMS Getaway only to the Syndicate Bank, Transport Bhawan, 1, Parliament Street, new Delhi, 110001, IFSC Code: SYNB0009062.
	<b>77.</b> Throughout this bidding document the term ‘performance security’ always means the ‘performance security including additional performance security (if any, in terms of ITB 50.1).

## **Section III - Evaluation and Qualification Criteria**

This Section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders through post qualification. No other factors, methods or criteria shall be used other than those specified in this bidding document.

The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

*[The Employer shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

### **Table of Criteria**

- 1      Technical Part**
- 2      Financial Part**

## Section III - Evaluation and Qualification Criteria

The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying the criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

### 1. Evaluation – Technical Part

**1.1 Technical Evaluation** - the Employer will carry out a detailed technical evaluation of the Bids to determine whether the technical aspects are in compliance with the bidding document. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non-responsiveness.

Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

**1.2** In addition to the criteria listed in ITB 31.2 (a) – (c) the following factors shall apply:  
Not Applicable

**1.3** The following factors and methods will apply: **Not Applicable**

### (a) Functional Guarantees of the Facilities – technical aspects

: The Contractor shall comply with the Specifications and Standards as mentioned in NHAI/Policy Guidelines/Standard Documents/2023 Policy Circular No. 11.53/2023 dated 10th October, 2023 set forth in Annex-I of this Schedule-C for the Contract of ATMS Project.

(b) Alternative technical solutions for specified parts – technical aspects – Not Applicable

(c) Specific additional criteria: Not Applicable

## 2. Qualification

Factor	1 Eligibility					
Sub-Factor	78. Criteria					79. Documentation Required
	80. Requirement	81. Bidder				
		82. Single Entity	83. Joint Venture(existing or intended) where permitted			
			84. All members combined	85. Each Partner	86. At least one Partner	
1.1 Nationality	Nationality in accordance with ITB 4.4.	88. Must meet requirement	89. must meet requirement	90. Must meet requirement	91. N / A	92. Form ELI –1.1 and 1.2, with attachments
93. 1.2 Conflict of Interest	No- conflicts of interests as described in ITB 4.2	95. Must meet requirement	96. must meet requirement	97. Must meet requirement	98. N / A	99. Letter of Bid
100.1.3 Bank Ineligibility	Not having been declared ineligible by the Bank as described in 4.5.	101.Must meet requirement	102.must meet requirement	103.Must meet requirement	104.N / A	105.Letter of Bid
106.1.4 State Owned Enterprise or Institution	7.Compliance with conditions of ITB 4.6	108.Must meet requirement	109.Must meet requirement	110.Must meet requirement	111.N / A	112.Form ELI – 1.1 and 1.2, with attachments

<b>113.1.5 Ineligibility based on a United Nations resolution or Borrower's country law</b>	Not having been excluded as a result of the Borrower's country laws or official regulations, or by an act of compliance with UN Security Council resolution, in accordance with ITB 4.8 and Section V.	115. Must meet requirement	116. must meet requirement	117. Must meet requirement	118. N / A	119. Letter of Bid
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120.	Factor	2. Historical Contract Non-Performance					
Sub-Factor	121. Criteria					122. Documentation Required	
	123. Requirement	124. Bidder					
		125. Single Entity	126. Joint Venture (existing or intended) where permitted				
			127. All members combined	128. Each member	129. At least one member		

120. Factor	2. Historical Contract Non-Performance						
Sub-Factor	121. Criteria					122. Documentation Required	
	123. Requirement	124. Bidder					
		125. Single Entity	126. Joint Venture (existing or intended) where permitted				
			127. All members combined	128. Each member			
2.1 History of non-performing contracts	130. Non-performance <sup>1</sup> of a contract did not occur within the last ____Five____ ( 5_) years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one 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.	131. Must meet requirement by itself or as member to past or existing JV	132. N / A	133. Must meet requirement <sup>2</sup>	134. N / A	135. Form CON - 2	

<sup>1</sup> 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.

<sup>2</sup> This requirement also applies to contracts executed by the Bidder as JV member.



120. Factor	2. Historical Contract Non-Performance					
Sub-Factor	121. Criteria					122. Documentation Required
	123. Requirement	124. Bidder				
		125. Single Entity	126. Joint Venture (existing or intended) where permitted			
			127. All members combined	128. Each member	129. At least one member	
136.2.2 Suspension	137. Not under suspension based on execution of a Bid Securing Declaration or Proposal Securing Declaration pursuant to ITB 4.7 and ITB 20.9	138. Must meet requirement	139. Must meet requirement	140. Must meet requirement	141. Must meet requirement	142. Letter of Bid
143.2.3 Pending Litigation	144. Bid's financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	145. Must meet requirement	146. N / A	147. Must meet requirement	148. N / A	149. Form CON – 2

120. Factor	2. Historical Contract Non-Performance					
Sub-Factor	121. Criteria					122. Documentation Required
	123. Requirement	124. Bidder				
		125. Single Entity	126. Joint Venture (existing or intended) where permitted			
			127. All members combined	128. Each member	129. At least one member	
150.2.4 Litigation History	151.No consistent history of court/arbitral award decisions against the Bidder <sup>3</sup> since 1 <sup>st</sup> January 2025	152.Must meet requirement	153.Must meet requirement	154.Must meet requirement	155.N/A	156.Form CON – 2

157. Factor	3 Financial Situation		
Sub-Factor	158. Criteria		159. Documentation
	160. Requirement	161. Bidder	

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

		162. Single Entity	163. Joint Venture (existing or intended) where permitted			Required				
			164. All members combined	165. Each member	166. At least one member					
3.1 Financial Capabilities	Submission of audited balance sheets or if not required by the law of the Bidder's Country, other financial statements acceptable to the Employer, for the last five [5] years to demonstrate the current soundness of the Bidders financial position and its prospective long term profitability.	167. Must meet requirement	168. N / A	169. Must meet requirement	170. N / A	171. Form FIN – 3.1 with attachments				
172.3.2 Average Annual Turnover	<div>173. The Bidder shall have a Minimum Average Annual Turn Over (updated to the price level of the year based on factors indicated in table below) of Rs 50 Crore for the last 3(three) financial years.</div> <table><tr><td>Year</td><td></td><td></td><td></td></tr></table>	Year				177. Must meet requirement	178. Must meet requirement	179. Must meet Twenty five percent (20%) of the requirement	180. Must meet fifty percent (60%) of the requirement	181. Form FIN – 3.2 i. Certificate from the Statutory Auditor clearly specifying the annual turnover for the specified years.  And  Audited and
Year										

157. Factor		3 Financial Situation								
Sub-Factor	158. Criteria								159. Documentation Required	
	160. Requirement	161. Bidder								
		162. Single Entity	163. Joint Venture (existing or intended) where permitted							
			164. All members combined	165. Each member	166. At least one member					
										Certified copies of Balance Sheet and Profit/Loss Account of last 3 consecutive Financial Years last three (03) consecutive financial years, i.e. 2021-22, 2022-23, 2023-24

157. Factor	3 Financial Situation					
Sub-Factor	158. Criteria					159. Documentation Required
	160. Requirement	161. Bidder				
		162. Single Entity	163. Joint Venture (existing or intended) where permitted			
			164. All members combined	165. Each member	166. At least one member	
182.3.3 Net Worth	183.The Sole Bidder or all members of the JV/Consortium, in case of a Consortium must have positive Net worth in Indian Rupees as on 31 March, 2025.  For the purpose of this RFB, net worth (the “Net Worth”) shall mean the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of	184.Must meet requirement	185.Must meet requirement	186.Must meet requirement	187. NA	188.Form FIN –3.3 Certificate from the Statutory Auditor clearly specifying the net worth of the firm as on 31 March 2025.

157. Factor	3 Financial Situation					
Sub-Factor	158. Criteria					159. Documentation Required
	160. Requirement	161. Bidder				
		162. Single Entity	163. Joint Venture (existing or intended) where permitted			
			164. All members combined	165. Each member	166. At least one member	
	depreciation and amalgamation.  For the purpose of this criterion, net-worth of only the bidding entity will be considered. Net-Worth of any parent, subsidiary, associated or other related entity will not be considered.					
189.4.1 General Experience	190. The Sole Bidder, or all members of the JV/Consortium in the case of a Consortium, should have experience in implementation of ATMS, ITS and any other IT based Highway operation and management system for at least five (5) years as on bid due date. Information	191. Must meet requirement	192. Must meet requirement	193. N / A	194. Must meet requirement (Lead Member)	195. Form EXP-4.1 For Sole Bidder or the Lead Bidder in case of Consortium :  Undertaking in the Bid Covering as per format EXP-4.1 by the Sole Bidder/Lead Member, in case of a JV/Consortium with supporting evidence of all members in

157. Factor	3 Financial Situation					
Sub-Factor	158. Criteria					159. Documentation Required
	160. Requirement	161. Bidder				
		162. Single Entity	163. Joint Venture (existing or intended) where permitted			
			164. All members combined	165. Each member	166. At least one member	
	regarding the same should be provided along with documentary evidence.					case of JV/Consortium.  (Copy of relevant and valid Completion Certificate and LOA/Contract awarded in last five years).
4.2(a) Specific Experience on ATMS/ Intelligent Transportation System (ITS)	196.The Sole Bidder or any Member(s) of the Consortium individually or combined (in case of Consortium) should have implemented, and successfully commissioned	197.Must meet requirement	198.Must meet requirements <sup>4</sup>	N / A	199.Must meet requirements	200.Form EXP 4.2(a)  For Sole Bidder or any Member(s) in case of a

In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

157. Factor	3 Financial Situation					
Sub-Factor	158. Criteria					159. Documentation Required
	160. Requirement	161. Bidder				
		162. Single Entity	163. Joint Venture (existing or intended) where permitted			
			164. All members combined	165. Each member	166. At least one member	
	<p>qualifying components of ITS/ATMS Project in</p> <p>Minimum 100 Kms (cumulative) of Highway / Expressway</p> <p>OR</p> <p>Minimum 3 Smart City</p> <p>in India or abroad for Central/State Government departments/entities including PSUs/Autonomous Bodies as a main Contractor or as a System Integrator of main Contractor within last 05 years prior as on the Bid due date.</p>					<p><b>Consortium</b></p> <p>a) Work order(s)/ Contract Agreement(s) clearly highlighting the relevant scope of work, and contract value, year of execution.</p> <p>AND</p> <p>b) Completion Certificate issued &amp; signed by the competent authority of the</p>



157. Factor	3 Financial Situation					
Sub-Factor	158. Criteria					159. Docume ntation Required
	160. Requirement	161. Bidder				
		162. Singl e Entity	163. Joint Venture (existing or intended) where permitted			
			164. All members combine d	165. Each member	166. At least one member	
	<p><b>Note:</b> The project/s shall be Complete, or in Operation. Completion Certificate / Current Performance Certificate signed by the Authorized Signatory of the Client should be submitted in the technical bid.</p> <p><b>Qualifying Components of ITS/ATMS Projects:</b> For the purpose of evaluation a qualifying project shall be defined as under -</p> <p>a) A qualifying Project should <i>inter-alia</i> mandatorily include a dedicated Command Control center with integrated centralized</p>					client on the entity’s letterhead  OR,  Self-certificate from the bidder signed by authorized signatory for this bid holding written special power of attorney on stamp paper along with the official contact details of the competent authority of the client.

157. Factor	3 Financial Situation					
Sub-Factor	158. Criteria					159. Documentation Required
	160. Requirement	161. Bidder				
		162. Single Entity	163. Joint Venture (existing or intended) where permitted			
			164. All members combined	165. Each member	166. At least one member	
	<p>integrated software, Video wall, workstations, contact centre /helpdesk and integrated with at least <b><u>any 2 (TWO)</u></b> of the following sub-systems/components:</p> <p>i. Traffic Monitoring Camera System (TMCS) / Traffic Surveillance System</p> <p>ii. Vehicle Speed Detection System (VSDS) – Radar/ANPR Camera based solution</p> <p>iii. Video Incident Detection System (VIDS)/ Video</p>					<p>AND</p> <p>c) A self-certified details of the proprietary ATMS Integrated Software as per Format provided in RFB.</p> <p>AUTHORITY reserves the right to contact the aforementioned competent authority.</p> <p><b>Note:</b> If Bidder has worked as a System Integrator of Main</p>

157. Factor	3 Financial Situation					
Sub-Factor	158. Criteria					159. Documentation Required
	160. Requirement	161. Bidder				
		162. Single Entity	163. Joint Venture (existing or intended) where permitted			
			164. All members combined	165. Each member	166. At least one member	
	<p>Incident Detection and Enforcement System (VIDES)</p> <p>iv. Incident Enforcement System with integration with VAHAN/NIC for e-challan</p> <p>AND</p> <p>b) The bidder should own their proprietary ATMS integrated software having integration with the required subsystems and that should be in operation since last one year from bid due date. All IPR, source code etc. of the ATMS</p>					<p>Contractor of Government/ PSU/ Autonomous Body, AUTHORITY reserves right to demand additional documents like TDS Certificate, certification of main client etc</p>

157. Factor	3 Financial Situation					
Sub-Factor	158. Criteria					159. Documentation Required
	160. Requirement	161. Bidder				
		162. Single Entity	163. Joint Venture (existing or intended) where permitted			
			164. All members combined	165. Each member	166. At least one member	
	software should be owned by the Sole Bidder / either member of Consortium, Documentary evidence shall be submitted along with the bid confirming the ownership and the operational period of more than one year. For operational period confirmation, a certificate from authorized signatory of their client (AUTHORITY or any other Govt. Authority) may be submitted with a brief write-up on their ATMS application with screenshots of module like TMCS, VIDS, VSDS,					

157. Factor	3 Financial Situation					
Sub-Factor	158. Criteria					159. Docume ntation Required
	160. Requirement	161. Bidder				
		162. Singl e Entity	163. Joint Venture (existing or intended) where permitted			
			164. All members combine d	165. Each member	166. At least one member	
	VMS, etc.  <u>Note- Experience of Civil Contractors who have executed the ITS/ATMS Works through System Integrators shall NOT be considered.</u>					
201.4.2(b) Certification	202.The Sole Bidder or Any Member, in case of a Consortium, should have a valid certificate (or equivalent certificate in the country of origin) of any	203.Must meet requiremen ts	204.Must meet requireme nts5	205.N / A	206.Must Meet requireme nts	207.For Sole Bidder or the Lead Bidder, in case of Consortium:

In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

157. Factor	3 Financial Situation					
Sub-Factor	158. Criteria					159. Documentation Required
	160. Requirement	161. Bidder				
		162. Single Entity	163. Joint Venture (existing or intended) where permitted			
			164. All members combined	165. Each member	166. At least one member	
	TWO of the following 3 Months prior to Bid Due Date:  a) CMMi Level 3 or above b) ISO 20000 for IT Service Management ISO 27001:2013 for Information Security Management System					Valid copy of relevant certificate
4.2 (c)	208. Even though the bidders may meet the above qualifying criteria, they are subject to be disqualified if they have: a. made misleading or false representations in the forms, statements, affidavits, and attachments submitted in proof of the qualification requirement; b. record of poor performance such as abandoning the works, not properly completion or financial failures etc. c. consistent history of litigation or arbitration awards against the bidder or any member or the joint venture. d. Participated in the previous bidding (if this is a re-bidding) for the same work and had quoted unreasonably high bid price and could not furnish any rational justification for the same to the employer.					



## 2.5 Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

*[Specify requirements for each lot as applicable]*

No.	Position	Total Work Similar Experience (years)	In Similar Works Experience (years)
1			
209. 2			
210. 3			
211.			

The Bidder must not have in his employment:

- [i] the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons of the following Government Departments.

.....

.....

- [ii] without Government permission, any person who retired as gazetted officer within the last two years.

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Bidding Forms.

## 2.6 Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

*[Specify requirements for each lot as applicable]*

No.	Equipment Type and Characteristics	Minimum Number required
1		
212. 2		
213. 3		
214. ...		



The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.

### 3. Evaluation – Financial Part

**3.1 The following factors and methods will apply:***[use one or more of the following adjustment factors consistent with ITB 35.1 of the BDS]*

#### (a) Time Schedule

Time to complete the work from the effective date specified in Article 3 of the Contract Agreement for determining time for completion of activities is as below :. No credit will be given for earlier completion.

Particulars	Activity	Time Period
Construction Period	, Supply, Installation, Testing, Commissioning and Trial Run of the ATMS	215. Six Months from the Handing over of Site
Operation & Maintenance Period	Operation & Maintenance	216. Five Years from the successful commissioning and trial run of the ATMS and issue of completion certificate by AUTHORITY/AUTHORITY's Representative

**(b) Life Cycle Costs : Not Applicable**

**(c) Functional Guarantees of the Facilities – financial aspects : Not Applicable**

**(d) Work, services, facilities, etc., to be provided by the Employer : Not Applicable**

**(e) Sustainable procurement – Not used.**

**(f) Alternative technical solutions for specified parts – financial aspects : Not Applicable**

**(g) Specific additional criteria : Not Applicable**

**(h) Multiple Contracts (ITB 35.3) : Not Applicable**

**(i) Subcontractors : Not Applicable**

In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using the form provided in Section IV, showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant and equipment or component to supply and install that item in the Employer's Country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and 5 and meets the minimum criteria listed above for that item.

## **Section IV - Bidding Forms**

## Form for Power of Attorney

(on non-judicial Stamp Paper of appropriate denomination)

*Know all men by these presents, we, ..... (name of Company and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr/Ms. .... son/daughter/wife*

*of ..... and presently residing at ....., who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the “Authorized Signatory or Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for selection as the Contractor for “Supply, Installation, Testing, Commissioning and Operation & Maintenance of Advanced Traffic Management System on National Highway 92, 730B, 730C, and 731K from Etawa to Pilibhit (Length 240.726 Km.) in the state of Uttar Pradesh under Green Highways Corridor Project (GNHCP) with loan assistance of World Bank” proposed by Ministry of Road Transport & Highway*

, including but not limited to signing and submission of all applications, bid(s) and other documents and writings, and providing information/ responses to AUTHORITY, representing us in all matters before AUTHORITY, signing and execution of all contracts and undertakings consequent to acceptance of our bid and generally dealing with AUTHORITY in all matters in connection with or relating to or arising out of our Bid for the said Tender and/or upon award thereof to us.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by your said Authorised Signatory or Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative/ Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 2025

For .....

(Signature, name, designation and address)

Witnesses:

1.

2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

**Notes:**

*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. **The Power of Attorney should be executed on a non-judicial stamp paper of appropriate denomination and should be duly notarised by a notary public.***

*Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

*For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Bidders from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostles certificate.*

## **Form for Power of Attorney for Lead Member of JV/Consortium**

Whereas the Ministry of Road Transport & Highway (“Authority”) has invited bids from interested parties **for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Advanced Traffic Management System on National Highway 92,730B, 730C, and 731K from Etawahto Pilibhit (Length 240.726 Km.) in the state of Uttar Pradesh under Green Highways Corridor Project (GNHCP) with loan assistance of World Bank on EPC mode** (“the Project”).

Whereas,.....and.....(collectively the “JV/Consortium”) being Members of the JV/ Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the JV/ Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the JV/ Consortium, all acts, deeds and things as may be necessary in connection with the JV/ Consortium’s bid for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, M/s. .... having our registered office at ....., M/s. ...., having our registered office at ....., and M/s. ...., having our registered office at ....., (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/s. ...., having its registered office at ....., being one of the Members of the JV/

Consortium, as the Lead Member and true and lawful attorney of the JV/ Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV/ Consortium and anyone of us during the bidding process and, in the event the JV/ Consortium is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the JV/ Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV/ Consortium and generally to represent the JV/ Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the JV’s/ Consortium’s bid for the Project and/ or upon award thereof till the Contract is entered into with the Authority and Completed.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by

this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF

ATTORNEY ON THIS.....DAY OF.....20.....

For.....

(Signature, Name & Title)

For.....

(Signature, Name & Title)

For.....

(Signature, Name & Title)

Witnesses: 1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure. **The Power of Attorney should be executed on a non-judicial stamp paper of appropriated denomination and should be duly notarized by a notary public.***
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder*





## UNDERTAKING OF PROPRIETARY ATMS SOFTWARE

(This letter should be on the letter head of Bidder duly signed by an authorized signatory)

**Date:**

To,

The Chief Engineer – Regional Officer,

Ministry of Road Transport & Highway,

NH Bhawan, Biotech Chowk, Lucknow Ring Road, Vikas Nagar

Lucknow-226022

**Sub: RFP for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Advanced Traffic Management System on National Highway 92,730B, 730C, and 731K from Etawahto Pilibhit (Length 240.726 Km.) in the state of Uttar Pradesh under Green Highways Corridor Project (GNHCP) with loan assistance of World Bank on EPC mode.**

Ref: RFP Reference < **GNHCP\_UP\_ATMS\_1** > on above subject.

Sir,

I/We undertake that we have our own proprietary ATMS integrated software which can be integrated with the subsystems as specified in the RFP and the same is in operation since last one year from bid due date.

I/We further undertake that all IPR, source code etc. of the ATMS software are owned by the Sole Bidder / either member of Consortium for which Documentary evidence is submitted along with this Undertaking, confirming the ownership and the operational period of more than one year at Annexure -1 of this Undertaking.

For operational period confirmation, a certificate from authorized signatory of client <AUTHORITY or any other Govt. Authority> is also submitted at Annexure -2 of this Undertaking with a brief write-up on deployed ATMS application with screenshots of module like TMCS, VIDS, VSDS, VMS, etc.

Yours faithfully,

**Authorized Signatory Signature: .....**

**Name:.....**

**Designation:.....**

**Bidder's Name:.....**

**Address:.....**

**Email and Phone #:.....**

Annexure -1 – Supporting Documents for ownership and the operational period of more than one year.

Annexure -2 – Certificate from authorized signatory of client <AUTHORITY or any other Govt. Authority> along with a brief write-up on deployed ATMS application with screenshots of module like TMCS, VIDS, VSDS, VMS, etc.

## Undertaking for OEM

**Subject: RFP for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Advanced Traffic Management System on National Highway 92,730B, 730C, and 731K from Etawahto Pilibhit(Length 240.726 Km.) in the state of Uttar Pradesh under Green Highways Corridor Project (GNHCP) with loan assistance of World Bank on EPC mode**

Ref: RFP No. **GNHCP\_UP\_ATMS\_1** on above subject.

I/we undertake the following:

- 1) That the OEM(s) is having direct presence in India since **last three years** as on Bid due date and own service and support offices to ensure smooth after sales service support on site.
- 2) That I/wefully comply with the Office Memorandum no. F. No. NH-35014/20/2020-H, Government of India, Ministry of Road Transport & Highways dated 04.08.2020, regarding Department of Expenditure (DoE), Ministry of Finance, Govt. of India O.M. No. 6/18/2019-PPD dated 23.07.2020, vide which Rule 144 of the general Financial Rules 2017 entitled “Fundamental principles of public buying” has been amended by inserting sub-rule 144 (xi) in the General Financial Rules (GFRs), 2017 which states that:
- 3) “Any bidder from a country which shares a land border with India will **be** eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority.” This condition shall also be applicable on sub-contracting of any works / goods / services, etc. The Bidder shall furnish the registration status of the sub-contractor/ supplier with Competent Authority (for the items / goods proposed to be procured from any country which shares a land border with India).
- 4) That the OEM(s) should not be rebranding & reselling products in India through importing/ trading from a country that shares a Land Border with India.
- 5) That the source code of the Software and Firmware being supplied for all the relevant equipment being supplied against this bid does not reside in any Country that shared a Land Border with India
- 6) That the OEM(s) for all active components will give a declaration that products or technology quoted are neither end of- sale nor end-of-life as on the date of installation and commissioning and are not end-of-support till the successful completion of O&M period of the project.
- 7) That the Bidder shall NOT propose more than **four** make/model, for each of the component. Make model shall be specific and any equivalent is not allowed. Providing more than four make / model in the technical proposal shall make the bid liable to be rejected

- 8) That the proposed OEM is not blacklisted by any State / Central Government Department or Central /State PSUs as on bid submission date.
- 9) That each of the proposed OEM(s) has existing capability and infrastructure to provide 24x7x365 technical support in India.
- 10) Adequate supporting documents pertaining to the above points, along with a summary compliance table, should be submitted in the technical proposal (Form T-9) by the Bidder.
- 11) (Signature of the Power of Attorney Holder)

## Bid Securing Declaration Form

(To be submitted by Bidder on the Letter head)

Date: \_\_\_\_\_  
\_\_\_\_\_

RFP

Ref.

To,

The Chief Engineer – Regional Officer,

Ministry of Road Transport & Highway,

NH Bhawan, Biotech Chowk, Lucknow Ring Road, Vikas Nagar

Lucknow-226022

I/We. The undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
  - i. fail or reuse to execute the contract, if required, or
  - ii. fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

c) I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- i. the receipt of your notification of the name of the successful Bidder; or
- ii. thirty days after the expiration of the validity of my/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 Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

## PROFORMA FOR SUBMITTING WRITTEN QUERIES

*(To be submitted in doc/editable format only at the given email address<sup>5</sup>)*

**Sub.: RFP for Supply, Installation, Testing, Commissioning and Operation & Maintenance of Advanced Traffic Management System on National Highway 92, 730B, 730C, and 731K from Etawa to Pilibhit (Length 240.726 Km.) in the state of Uttar Pradesh under Green Highways Corridor Project (GNHCP) with loan assistance of World Bank on EPC mode.**

**Ref: RFP No. GNHCP\_UP\_ATMS\_1 on above subject.**

Dated:...../...../2025

Name of Company: \_\_\_\_\_, Name of Person \_\_\_\_\_

Contact No. \_\_\_\_\_,

Email Id: \_\_\_\_\_

Sr. No.	Page No. of RFB	Clause	RFB Statement	Query	Remarks

## Letter of Bid – Technical Part

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

*The Bidder must prepare this Letter of Bid – Technical Part on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note:* *All italicized text is to help Bidders in preparing this form.*

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

**RFB No.:** **GNHCP\_UP\_ATMS\_1** *[insert number of RFB process]*

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

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

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

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

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Conformity:** We offer to provide design, supply and installation services in conformity with the bidding document of the following: *[insert a brief description of the Plant, Design, Supply and Installation Services]*;
- (d) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;



- (f) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;
- (g) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (h) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (i) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (k) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- (l) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely "Prevention of Corruption Act 1988."; and

**Name of the Bidder:** *\*[insert complete name of person signing the Bid]*

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

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

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

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

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**\*\*:** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

## **Technical Proposal**

- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Plant
- Contractor's Equipment
- Personnel
- Proposed Subcontractors for Major Items of Plant and Installation Services
- Others

## **Appendix to Technical Part: Site Organization**

*[Insert Site Organization Information]*

- ii. **Command & Control Center Hardware design document with a list of**

**items with quantity Software architecture & components**

.....

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**iii. Methodology of implementation:**

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**iv. Equipment Delivery Schedule and Time schedule to complete the entire works supported with Bar Chart, including the civil works for ATMS:**

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.....  
.....  
.....  
.....  
.....

**v. Make, model, specs, and Brochure of all major components (hardware & software)\*:**

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

**vi. Any other aspects the Bidder may wish to add:**

.....  
.....  
.....  
.....  
.....  
.....  
.....

\*Any equipment/hardware not conforming to OEM criteria given in RFP shall make the bid liable to be rejected.

---

**Appendix to Technical Part: Mobilization Schedule**  
*[Insert Mobilization Schedule]*



## **Appendix to Technical Part: Construction Schedule**

*[Insert Construction Schedule]*

## **Appendix to Technical Part: Plant**

## Appendix to Technical Part: Contractor's Equipment

### Form EQU

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

Item of equipment		
Equipment information	217. Name of manufacturer	Model and power rating
	218. Capacity	219. Year of manufacture
220. Current status	221. Current location	
	222. Details of current commitments	
223. Source	224. Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	225. Address of owner	
	226. Telephone	227. Contact name and title
	228. Fax	229. Telex
230. Agreements	231. Details of rental / lease / manufacture agreements specific to the project	

## Appendix to Technical Part: Functional Guarantees

### Form FUNC

The Bidder shall copy in the left column of the table below, the identification of each functional guarantee required in the Specification and stated by the Employer in para. 1.3 (a) of Section III, Evaluation and Qualification Criteria, and in the right column, provide the corresponding value for each functional guarantee of the proposed plant and equipment.

Required Functional Guarantee	Value of Functional Guarantee of the Proposed Plant and Equipment
1.	
232. .	
233. .	
234.	

## Appendix to Technical Part: Personnel

### Form PER -1

### Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III. The data on their experience should be supplied using the Form below for each candidate.

<b>1.</b>	<b>Title of position*</b>
	<b>235. Name</b>
<b>236.</b> .	<b>237. Title of position*</b>
	<b>238. Name</b>
<b>239.</b> .	<b>240. Title of position*</b>
	<b>241. Name</b>
<b>242.</b> .	<b>243. Title of position*</b>
	<b>244. Name</b>

\*As listed in Section III.

## Resume of Proposed Personnel

Name of Bidder
----------------

<b>Position</b>		
<b>Personnel information</b>	<b>245.Name</b>	<b>Date of birth</b>
	<b>246.Professional qualifications</b>	
<b>247.Present employment</b>	<b>248.Name of employer</b>	
	<b>249.Address of employer</b>	
	<b>250.Telephone</b>	<b>251. Contact (manager / personnel officer)</b>
	<b>252.Fax</b>	<b>253.E-mail</b>
	<b>254.Job title</b>	<b>255. Years with present employer</b>

[illegible]

## **Appendix to Technical Part: Proposed Subcontractors for Major Items of Plant and Installation Services**

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item

<b>Major Items of <del>Plant and</del> Installation Services</b>	<b>Proposed Subcontractors/Manufacturers</b>	<b>Nationality</b>

## **Appendix to Technical Part**

### **Others - Time Schedule**

(to be used by Bidder when alternative Time for **Completion is invited in ITB 13.2**)



## **Appendix to Technical Part**

### **Bidders Qualification**

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

## Appendix to Technical Part

### Form ELI 1.1

## Bidder Information Sheet

Date: \_\_\_\_\_

RFB No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name
2. In case of JV, legal name of each party:
256. 3. Bidder's actual or intended Country of Registration:
257. 4. Bidder's Year of Registration:
258. 5. Bidder's Legal Address in Country of Registration:
259. 6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
260. 7. Attached are copies of original documents of:  Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB 4.1 and ITB 4.4. In case of JV, letter of intent to form JV including a draft agreement, or JV agreement, in accordance with ITB 4.1 and ITB 11.2.  In case of state-owned enterprise or institution from the Employer's Country, documents establishing legal and financial autonomy and compliance with the principles of commercial law, and is not under the supervision of the Employer in accordance with ITB 4.6.  Organizational chart, list of Board of Directors, and the beneficial ownership.

Please note that a written authorization needs to be attached to this sheet as required by ITB 21.3

**Appendix to Technical Part**  
**Form ELI 1.2**  
**Party to JV Information Sheet**  
 (Where permitted as per BDS ITB 4.1)

*Each member of a JV must fill in this form*

Date: \_\_\_\_\_

RFB No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1.	Bidder's Legal Name:
2.	JV's Party legal name:
261.	3. JV's Party Country of Registration:
262.	4. JV's Party Year of Registration:
263.	5. JV's Party Legal Address in Country of Registration:
264.	6. JV's Party Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address:
265.	7. Attached are copies of original documents of:  Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB 4.1 and ITB 4.4.  In case of state-owned enterprise or institution from the Employer's Country, documents establishing legal and financial autonomy and compliance with the principles of commercial law and is not under the supervision of the Employer, in accordance with ITB 4.6.  Organizational chart, list of Board of Directors, and the beneficial ownership.

**Appendix to Technical Part**  
**Details of Participation in the**  
**Joint Venture (where permitted)**

<b>PARTICIPATION DETAILS</b>	<b>FIRM 'A' (Lead Member)</b>	<b>FIRM 'B'</b>	<b>FIRM 'C'</b>
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			
Execution of Work (Give details on contribution of each)			

The Joint Venture should indicate the details of participation as above.

## Appendix to Technical Part

### Form CON – 2

### Historical Contract Non-Performance

*[The following table shall be filled in for the Bidder and for each member of a Joint Venture where permitted]*

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_

RFB No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
<b>6. Year</b>	<b>267. Non-performed portion of contract</b>	<b>Contract Identification</b>	<b>Total Contract Amount (Rs million)</b>
<i>[insert year]</i>	268. <i>[insert amount and percentage]</i>	269. Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	270. <i>[insert amount]</i>
271. Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
272. <input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
273. <input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

<b>Year of dispute</b>	<b>Amount in dispute (Rs)</b>	<b>Contract Identification</b>	<b>Total Contract Amount (Rs million)</b>
		274. Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	
		275. Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
276. Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
277. <input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
<b>278. Year of award</b>	<b>279. Outcome as percentage of Net Worth</b>	<b>280. Contract Identification</b>	<b>281. Total Contract Amount (Rs million)</b>

282. <i>[insert year]</i>	283. <i>[insert percentage]</i>	284. Contract Identification: [indicate complete contract name, number, and any other identification]  Name of Employer: <i>[insert full name]</i>  Address of Employer: <i>[insert street/city/country]</i>  Matter in dispute: <i>[indicate main issues in dispute]</i>  Party who initiated the dispute: <i>[indicate “Employer” or “Contractor”]</i>  Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	285. <i>[insert amount]</i>
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## Appendix to Technical Part

### Form CCC

## Current Contract Commitments / Works in Progress

Bidders and each member to a JV *where permitted*, 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.

Name of contract	Employer, contact address/tel/fax	Value of outstanding work (Rs million)	Estimated completion date	Average monthly invoicing over last six months (Rs million)
1.				
286.2.				
287.3.				
288.4.				
289.5.				

290.etc.				
----------	--	--	--	--



## Appendix to Technical Part

### Form FIN – 3.1

## Financial Situation

### Historical Financial Performance

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_ RFB No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

To be completed by the Bidder and, if JV, by each member

Financial information in Rs. million	Historic information for previous _____ (____) years (in Rs. million)						
	291. _____ ear 1	292. _____ ear 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
<b>Information from Balance Sheet</b>							
293. _____ otal Assets (TA)							
294. _____ otal Liabilities (TL)							
295. _____ et Worth (NW)							
296. _____ urrent Assets (CA)							

Financial information in Rs. million	Historic information for previous _____ (____) years						
	(in Rs. million)						
	291. _____ ear 1	292. _____ ear 2	Year 3	Year ...	Year n	Avg.	Avg. Ratio
297. _____ urrent Liabilities (CL)							
298. _____ nformation from Income Statement							
299. _____ otal Revenue (TR)							
300. _____ rofits Before Taxes (PBT)							

Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:

- (a) Must reflect the financial situation of the Bidder or member to a JV, and not sister or parent companies
- (b) Historic financial statements must be audited by a certified chartered accountant
- (c) Historic financial statements must be complete, including all notes to the financial statements
- (d) Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

## Appendix to Technical Part

### Form FIN – 3.2

### Average Annual Turnover

*[The following table shall be filled in for the Bidder and for each member of a Joint Venture where permitted]*

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_ RFB No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Annual turnover data**	
Year	301. Rs million equivalent
	302.
303. *Average Annual Turnover	

\*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Section III, Evaluation Criteria, Sub-Factor 2.3.2.

\*\* This should be certified by a Chartered Accountant.

## Appendix to Technical Part

### Form FIN 3.3

### Financial Resources

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

Source of financing	Amount (Rs million)
1.	
304. 2.	
305. 3.	
306. 4.	

## Appendix to Technical Part

### Form EXP 4.1

## Experience

### General Experience

*[The following table shall be filled for the Bidder and for each member of a Joint Venture where permitted]*

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_ RFB No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Month / Year	Ending Month / Year	Years *	Contract Identification	Role of Bidder
_____	_____		307. Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		308. Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		309. Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____

<b>Starting Month / Year</b>	<b>Ending Month / Year</b>	<b>Years *</b>	<b>Contract Identification</b>	<b>Role of Bidder</b>
_____	_____		310. Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		311. Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____
_____	_____		312. Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	_____

\*List calendar year for years with contracts with at least nine (9) months activity per year starting with the earliest year

## Appendix to Technical Part

### Form EXP –4.2(a)

### Specific Experience

*[The following table shall be filled in for contracts performed by the Bidder, each member of a Joint Venture where permitted, and specialist sub-contractors]*

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_ RFB No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Similar Contract Number: ____ of ____ required.</b>	<b>Information</b>		
Contract Identification	313. _____ _____		
314. Award date Completion date	315. _____ _____ _____		
316. Role in Contract	<b>317.</b> <input type="checkbox"/> Contractor	<b>318.</b> <input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontract or
Total contract amount	319. Rs million _____		320. Rs million____ – _____
321. If member in a JV or subcontractor, specify participation of total contract amount	322. _____ _____%	323. _____ _____	324. Rs million____ – _____
325. Employer's Name:	326. _____ _____		

<b>Similar Contract Number: ____ of ____ required.</b>	<b>Information</b>
327. Address:  Telephone/fax number: E-mail:	328. _____ _____ _____ _____ _____



## Appendix to Technical Part

### Form EXP –4.2(a) (cont.)

### Specific Experience (cont.)

Bidder's Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages

JV Member Legal Name: \_\_\_\_\_

Similar Contract No. __[insert specific number] of [total number of contracts] __ required	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
329. Amount	330. Rs million _____
331. Physical size	332. _____
333. Complexity	334. _____
335. Methods/Technology	336. _____
337. Physical Production Rate	338. _____

## Appendix to Technical Part

### Form EXP –4.2(b)

### Specific Experience in Key Activities

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Member Legal Name: \_\_\_\_\_ RFB No.: \_\_\_\_\_

Subcontractor's Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages

	<b>Information</b>		
Contract Identification	339. _____ _____		
340. Award date Completion date	341. _____ _____		
342. Role in Contract	343. <input type="checkbox"/> Contractor	344. <input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	345. Rs million _____		346. Rs million _____ –
347. If member in a JV or subcontractor, specify participation of total contract amount	348. _____ _____%	349. _____ _____	350. Rs million _____ –
351. Employer's Name:	352. _____ _____		
353. Address:  Telephone/fax number: E-mail:	354. _____ _____ _____ _____ _____		



**Appendix to Technical Part****Form EXP –4.2 (b)(cont.)****Specific Experience in Key Activities (cont.)**

Bidder's Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages

JV Member Legal Name: \_\_\_\_\_

Subcontractor's Legal Name: \_\_\_\_\_

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

## Appendix to Technical Part

### Form of Bid Security – Bank Guarantee

*[Guarantor letterhead or SFMS/SWIFT identifier code]*

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

**Beneficiary:** *[Employer to insert its name and address]*

**RFB No.:** *[Employer to insert reference number for the Request for Bids]*

**Alternative No.:** *[Insert identification No if this is a Bid for an alternative]*

**Date:** *[Insert date of issue]*

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

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

WHEREAS, \_\_\_\_\_ *[name of Bidder]*<sup>1</sup> (hereinafter called "the Applicant") has submitted his Bid dated \_\_\_\_\_ *[date]* or will submit his Bid for the execution of \_\_\_\_\_ *[name of Contract]* (hereinafter called "the Bid") under Request for Bids No. .... *[insert number]* (hereinafter called "the RFB")

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ *[name of bank]* of \_\_\_\_\_ *[name of country]* having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ *[name of Employer]* (hereinafter called "the Employer") in the sum of \_\_\_\_\_<sup>2</sup> for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

\_\_\_\_\_

<sup>1</sup> In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ....., and .....".

<sup>2</sup> The Applicant should insert the amount of the guarantee in words and figures denominated in Rs. This figure should be the same as shown in Clause 19.1 of the Instructions to Bidders.

- (1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid, (“the Bid Validity Period”), or any extension thereto provided by the Bidder; or (b) does not accept the correction of the Bid Price pursuant to ITB 36;

or

- (2) If the Applicant having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
- (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_<sup>3</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
[signature, name, and address]

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

Appendix to Technical Part

<sup>3</sup> 45 days after the end of the validity period of the Bid.

## Manufacturer's Authorization

Date: \_\_\_\_\_

RFB No.: \_\_\_\_\_

To: \_\_\_\_\_ [*Insert: name of Purchaser*]

WHEREAS

We \_\_\_\_\_ [*insert: name of Manufacturer*], who are official manufacturers of \_\_\_\_\_, having factories at \_\_\_\_\_, do hereby authorize \_\_\_\_\_ to submit a Bid the purpose of which is to provide the following goods, manufactured by us \_\_\_\_\_, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions, with respect to the goods offered by the above firm. We also hereby declare that we and \_\_\_\_\_, [*insert: name of the Bidder*] have entered into a formal relationship in which, during the duration of the Contract (including warranty / defects liability) we, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the Manufacturer

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Duly authorized to sign this Authorization on behalf of:

\_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

## Appendix to Technical Part

(Name of the Project)

### ***(Declaration regarding tax/ duty exemption for plant/equipment/construction equipment bought for the work)<sup>4</sup>***

*(Bidder's Name and Address)*

To: .....

*(Name of the Employer & address)*

Dear Sir:

Re: *[Name of Work]*.....

#### Certificate for Import/Procurement of Plant and Equipment/Construction Equipment

1. We confirm that we are solely responsible for obtaining tax/ duty waivers which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the employer will not compensate us.
2. We are furnishing below the information required by the Employer for issue of the necessary certificates in terms of the Government of India's relevant Notifications.
3. The goods/construction equipment for which certificates are required are as under:

Items <i>(modify the list suitably for each specific work)*</i>	Make/ Brand Name	Capacity <i>[where applicable]</i>	Quantity	Value	State whether it will be procured locally or imported <i>[if so from which country]</i>	Remarks regarding justification for the quantity and their usage in works.
<b>Plant and Equipment</b>						
355. [a] _____						
356. [b]						

<sup>4</sup> This declaration refers to ITB 17.12 and shall be retained only if ITB 17.12 is retained. The format may be modified as per the latest instructions of Government of India.



_____						
357. [c] _____						
<b>358. Construction Equipment</b>						

4. We agree that no modification to the above list is permitted after bids are opened.
5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the work, based on the Employer's Requirements and the construction program and methodology as furnished by us along with the bid.
6. We confirm that the above plant, equipment and construction equipment will be exclusively used for the construction of the above work and the construction equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: \_\_\_\_\_

(Signature) \_\_\_\_\_

Place: \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

*[This certificate will be issued within 60 days of signing of contract and no subsequent changes will be permitted.]*

*\* Modify the above to suit the requirements given in Government of India's Notifications as current of date of bidding.*

## Letter of Bid – Financial Part

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

*The Bidder must prepare this Letter of Bid – Financial Part on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

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

**RFB No.:** *[insert number of RFB process]*

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

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

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Price Schedules. This accompanies the Letter of Bid - Technical Part.

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

(a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (c) below is: *[Insert one of the options below as appropriate]*

Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in Rs. in words and figures]*;

Or

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

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

(i) The discounts offered are: *[Specify in detail each discount offered.]*

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

Name of Recipient	Address	Reason	Amount

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

**Name of the Bidder:** *\*[insert complete name of person signing the Bid]*

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

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

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

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

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid

**Format for Financial Bid Submission** (For sample only, actual Format to be down loaded from e-tender portal for on-line submission)

		<b>Only cells having yellow color to be filled by bidder, Bidders need to fill ONLY the yellow cells</b>	
<b>Name of RFP</b>			
	<b>Name of Bidder</b>		
<b>Bid Invitation Date</b>			

**359. Form F-1: Format for Financial Bid Submission**

360. Dear Sir, I/We, the undersigned having examined the above referred RFP including addendums thereof and, hereby offer to submit our bid to undertake the subject assignment with total bid value as per milestone and break-up furnished below.

<b>361. Form F-1: Format for Financial Bid Submission</b>	
<b>362. Work Description</b>	<b>Quoted Price (=Grand Total of Form F-2) (in Rupees)</b>
Supply, Installation, Testing, Commissioning and Operation & Maintenance of Advanced Traffic Management System on National Highway 92, 730B, 730C, and 731K from Etawah to Pilibhit (Length 240.726 Km.) in the state of Uttar Pradesh under Green Highways Corridor Project (GNHCP) with loan assistance of World Bank on EPC mode.	0.00

1. I/We do hereby confirm that my/ our bid price includes all statutory taxes/ levies but excluding service tax/ GST (as applicable). I/ We also declare that any tax, surcharge on tax and / or any other levies, if altered in future and payable under the law, the same shall be borne by me/ us .

2. The Bidder is also required to furnish the detailed break up of Items considered in ATMS Works with Quantity and Rates of the equipment/work to arrive at the above quoted Lump Sum cost in the Form

3. Financial Bids will be summarily rejected and will not be considered in evaluation if it is submitted without submitting duly filled Form F-2
4. This bid is valid for a period of 120 calendar days from the bid due date. However, AUTHORITY reserves the right to increase the validity period before the expiry of the validity period of 120 days.
5. I/ We, understand that the
  - (a) Applicable service tax/ GST (as applicable on services) shall be reimbursed by AUTHORITY separately on production of proof of payment and CA certificate; and
  - (b) TDS will be deducted against payments as per Applicable Law.

## Form F-2 Cost Breakup

Bidder to fill Blank columns excluding GST.

S. No.	Item	Unit	Quantity	Unit Rate (excluding GST)	Total Amount (Excluding GST)
<b>1</b>	<b>363. Video Surveillance System (VSS/PTZ)</b>	<b>364.</b>	<b>365.</b>	366.	367.
368. .1	369. PTZ CCTV Camera System	370. Nos.		371.	372.
373. .2	374. Cabinet & 12 m pole	375. Nos.		376.	377.
378. .3	379. LPU with all network equipment	380. Nos.		381.	382.
383. .4	384. Video Analytics for TMCS Module	385. L/S		386.	387.
388. .5	389. Civil and Mechanical Works (foundation, erection & mounting arrangement)	390. Km		391.	392.
393. .6	394. Solar System with 6 hours back up	395. Nos.		396.	397.
398. .7	<b>399. Any other item(s) considered necessary to comply with the scope of works</b>	400. Nos.		401.	402.
403.	<b>404. Sub Total(VSS)</b>	405.		406.	407.
<b>408.</b>	<b>409. Video Incident Detection &amp; Enforcement System (VIDES) with Vehicle Actuated Speed</b>	<b>410. Nos.</b>		411.	412.

	<b>Display (VASD)</b>				
413. 1	414. Overview Camera(including night vision) -2 per location	<b>415. Nos.</b>		416.	417.
418. 2	419. ANPR Camera with IR Flasher (1 no. for each lane)	<b>420. Nos.</b>		421.	422.
423. 3	424. Speed Detection Radar (1 no. in each direction of travel)	<b>425. Nos.</b>		426.	427.
428. 4	429. LPU with all network equipment	<b>430. Nos.</b>		431.	432.
433. 5	434. Video Analytics for VIDES Module	<b>435. L S</b>		436.	437.
438. 6	439. VASD ( 1 no. in each direction of travel)	<b>440. Nos.</b>		441.	442.
443. 7	444. Solar System with 6 hours back up	<b>445. Nos.</b>		446.	447.
448. 8	449. Blinkers (Warning flashing light integrated with VIDES)	<b>450. Nos.</b>		451.	452.
453. 9	454. Civil and Mechanical Works (foundation, erection & mounting arrangement)	<b>455. K M</b>		456.	457.
458. 10	<b>459. Any other item(s) considered necessary to comply with the scope of works</b>	<b>460.</b>		461.	462.
463.	<b>464. Sub Total(VIDES with VASD)</b>	<b>465.</b>	466.	467.	468.
<b>469.</b>	<b>470. Variable Message Sign(VMS)</b>	<b>471. Nos.</b>	<b>472.</b>	473.	474.
475. 1	476. VMS (Variable Message sign - type) (3000 mm x 1800 mm)	477. Nos.		478.	479.

480. . 2	481. L-Shaped Galvanised Cantilever gantry for fixed VMS along with foundation	482. N os.		483.	484.
485. . 3	486. UPS-6 KVA UPS with cabinet & 60 minutes backup	487. N os.		488.	489.
490. . 4	491. Industrial 5-port managed Gigabit Ethernet switch with 3x10/100/1000 Base-T(X) and 2x Gigabit comba ports , SFP socket	492. N os.		493.	494.
495. . 5	496. Trolley Mounted Portable VMS	497. N os.		498.	499.
500. . 6	<b>501. Electrical Connection work</b>	502. N os.		503.	504.
505. . 7	<b>506. Any othe item(s) considered necessary to comply with the scope of works</b>	507. N os.		508.	509.
510.	<b>511. Sub Total(VMS)</b>	512.	513.	514.	515.
<b>516.</b>	<b>517. ATMS Control Centre with ATMS Software</b>	<b>518.</b>	<b>519.</b>	520.	521.
522. . 1	523. Server in hot standby configuration (Primary+Secondary)	524. N os.		525.	526.
527. . 2	528. Video recording Server with storage (minimum 30 days)	529. N os.		530.	531.
532. . 3	533. Backup Video recording (only incidents)(minimum 6 months)	534. N os.		535.	536.
537. . 4	538. Command Centre Operator Console with 21 inch monitor(VSS)	539. N os.		540.	541.
542. . 5	543. Command Centre Operator Console with 21 inch monitor(VIDES)	544. N os.		545.	546.



547. .6	548. Command Centre Operator Conse with 21 inch monitor(VMS & MDS)	549. N os.		550.	551.
552. .7	553. Command Centre Operator Conse with 21 inch monitor(ATCS)	554. N os.		555.	556.
557. .8	558. Command Centre Operator Conse with 21 inch monitor(ECB)	559. N os.		560.	561.
562. .9	563. USB joystick to control PTZ cameras	564. N os.		565.	566.
567. .10	568. System for tracking of ambulance, crane and route patrol vehicle	569. N os.		570.	571.
572. .11	573. ATMS Central Software	574. L S		575.	576.
577. .12	578. NMS Software(third party)	579. L S		580.	581.
582. .13	583. Graphic Display 2x6 (55" Laser DLP/0.9mm Pixel LED)	584. N os.		585.	586.
587. .14	588. 3x2 m Video wall with Controller	589. N os.		590.	591.
592. .15	593. Rack 42"	594. N os.		595.	596.
597. .16	598. Network Laser Printer (colour)	599. N os.		600.	601.

602. . 1 7	603. Firewall, IDS, IPS , Core Switch and Network equipment(Bidder shall attach the breakup of network equipment with unit price of each item)	604. L S		605.	606.
607. . 1 8	608. Surge Protection Device (SPD)	609. L S		610.	611.
612. . 1 9	613. Lighting Protection	614. L S		615.	616.
617. . 2 0	618. NMS Workstation	619. N os.		620.	621.
622. . 2 1	623. Uninterrupted Power Supply (UPS) for Server Rack (20 KVA online -Warranty 5 years)(minimum 4 hours backup)	624. S et		625.	626.
627. . 2 2	628. ATMS Control Room building & Civil works	629. S QF		630.	631.
632. . 2 3	633. 24 Port fully loaded LIU rack mounted	634. N os.		635.	636.
637. . 2 4	638. 24 Port L2 SFP Switch rack mounted	639. N os.		640.	641.
642. . 2 5	643. Cabinet of appropriate size	644. N os.		645.	646.
647. . 2	648. Mounting arrangement for Cabinet	649. L S		650.	651.

6					
652. .27	<b>653. Any other item(s) considered necessary to comply with the scope of works</b>	654.		655.	656.
657.	<b>658. Sub Total(ATMS Control Centre)</b>	659.	660.	661.	662.
<b>663.</b>	<b>664. Others (additional equipment required for connectivity in 3 locations)</b>	<b>665.</b>	<b>666.</b>	667.	668.
669. .1	670. 24 Port fully loaded LIU rack mounted	671. Nos.		672.	673.
674. .2	675. 24 Port L2 SFP Switch rack mounted	676. Nos.		677.	678.
679. .3	680. Cabinet of appropriate size	681. Nos.		682.	683.
684. .4	685. Mounting arrangement for Cabinet	686. SQF		687.	688.
689. .5	<b>690. Any other item(s) considered necessary to comply with the scope of works</b>	691.		692.	693.
694.	<b>695. Sub Total(additional equipment required for connectivity in 3 locations)</b>	696.	697.	698.	699.
<b>700.</b>	<b>701. Optical Fibre Cable</b>	<b>702.</b>	<b>703.</b>	704.	705.
706. .1	707. OFC connectivity with all necessary hardware.	708. Meter		709.	710.
711. .2	712. Civil & Mechanical Works (including trenching, laying, backfilling, wherever applicable Manhole, Handhole etc. all complete)	713. Km		714.	715.
716. .	<b>717. Any other item(s) considered necessary to</b>	718. L		719.	720.

3	<b>comply with the scope of works</b>	S			
721.	<b>722. Sub Total(OFC)</b>	723.	724.	725.	726.
727.	<b>728. Adaptive Traffic Control System</b>	729.	730.	731.	732.
733. 1	734. Traffic Light Red/Green/Yellow	735. S et		736.	737.
738. 2	739. Mounting Poles/Gantry for Traffic Light system	740. N os.		741.	742.
743. 3	744. Incident Capture Camera	745.		746.	747.
748. 4	749. ATCS Controller	750. N os.		751.	752.
753. 5	754. Master Controller	755. N os.		756.	757.
758. 6	759. ATCS Network Connectivity	760. N os.		761.	762.
763. 7	764. ATCS Server	765. N os.		766.	767.
768. 8	769. ATCS Workstation	770. N os.		771.	772.
773. 9	774. ATCS Software	775. N os.		776.	777.
778. 10	<b>779. Electrical Connection work</b>	780.		781.	782.
783. 11	<b>784. Civil Foundation work for Poles</b>	785.		786.	787.

1					
788. . 1 2	<b>789. Any othe item(s) considered necessary to comply with the scope of works</b>	790.		791.	792.
793.	<b>794. Sub Total (Adaptive Traffic Control System)</b>	795.	796.	797.	798.
799.	<b>800. Meteorological Data System (MET)</b>	801.	802.	803.	804.
805. . 1	806. Meteorological Data System with humidity sensor, wind speed sensor, air quality sensor, rain gauge sensor, road surface sensor, temperature sensor, protection enclosure, power and data cable including all accessories and foundation work	807. N os.		808.	809.
810. . 2	<b>811. Any othe item(s) considered necessary to comply with the scope of works</b>	812.	813.	814.	815.
816.	<b>817. Sub Total (Meteorological Data System)</b>	818.	819.	820.	821.
822.	823. Any other item TO BE SPECIFIED here for completing the ATMS Control Centre mentioned in Schedule B as per standard and specification mentioned in Schedule C (Leave blank if nill)	824.	825.	826.	827.
828. 0	829. More than or equal to 100 MBPS internet connection as per scope of work	830. L S	831.	832.	833.
834. 1	835. O&M for 60 Months including Spares to cater the SLA requirement, Vehicle, Manpower, <b>Electricity, overhead, etc</b>	836.	837.	838.	839.
<b>840.</b>	<b>841. Grand Total</b>	<b>842.</b>	<b>843.</b>	<b>844.</b>	<b>845.</b>

846. o t e					
1	<b>847. Bidder shall fill up the quantities and rate of the equipment/services/software etc. as mentioned above to meet the scope of work for the desired functional requirement mentioned in Schedule B as per standards and specifications mentioned in Schedule -C. Any missed out item(s) shall not attract any additional payment/ change of scope.</b>				
848.	<b>The line items not applicable in the proposed design of bidder maybe left blank.</b>				
849.	<b>850. The rates shall include all statutory taxes/ levies but excluding service tax/ GST (as applicable).</b>				

## **Section V - Eligible Countries**

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

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

## **Section VI - Fraud and Corruption**

**(this Section shall not be changed)**

### **1. Purpose**

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### **2. Requirements**

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

- iv. “coercive practice” is 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;
- v. “obstructive practice” is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
  - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a

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<sup>1</sup> For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.



- nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



## **PART 2 - Employer's Requirements**



# Section VII - Employer’s Requirements

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## **Scope of Supply of Plant and Installation Services by the Contractor**

Under this Agreement, the scope of the Project shall mean and include:

- (a) Construction of the ATMS Facility on the Site set forth in Schedule- A with provision of Facilities as specified in Schedule-B in conformity with the Specifications and Standards set forth in Schedule-C
- (b) Operations & maintenance of the Advanced Traffic Management System in accordance with the provisions of this Agreement and in conformity with the requirements set forth in Schedule-C; and
- (c) performance and fulfillment of all other obligations of the Contractor in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Contractor under this Agreement.

## **SCHEDULE –A**

### **SITE OF THE PROJECT**

#### **1 The Site**

- 1.1. Site of project shall include land, buildings, structures, and road works from Etawah km 57+346 to Bewar km 0+00 of NH-92 & Bewar km 0+00 to Radhaita km 137+250 of NH-730C & Radhaita Km 137+250 to Pilibhit Km 183+380 of NH-730C, NH-730B, & NH-731 K in the State of Uttar Pradesh as described in Annexure-I of Schedule-A.
- 1.2. An inventory of the Site including the land, buildings, structures, road works, trees and any other immovable property on, the site shall be prepared jointly by the Authority Representative and the Concessionaire/Contractor, such inventory shall form part of the memorandum referred to in Clause 8.1 of this Agreement.
- 1.3. Description of Project highway & TCS of Project highway are specified in Annexure-I of Schedule –A.

## Annexure-I

### (Schedule-A)

#### 1. The Site

The site of the project starts from Etawah km 57+346 to Bewar km 0+00 of NH-92 & Bewar km 0+00 to Radhaita km 137+250 of NH-730C & Radhaita Km 137+250 to Pilibhit Km 183+380 of NH-730C, NH-730B, & Nh-731 K in the State of Uttar Pradesh. The existing length of project highway is 240.726 Km. The land, carriageway and structures comprising the site are described below.

#### 1.1 Land & Carriageway Details:

##### NH 92 Package 1 (km 0.000-km 30.000) Bewar to Near Karri Village

S.No.	Design Chainage(m)		Length(mm)	Applicable TCS
	From	To		
1	0+000	854. 1+000	1000	TCS-2
2	1+000	859. 12+000	11000	TCS-1
3	12+000	864. 14+000	2000	TCS-4
4	14+000	869. 21+100	7100	TCS-1
5	21+100	874. 23+500	2400	TCS-2
6	23+500	879. 30+000	6500	TCS-1

##### NH 92 Package 2 (km 30.000-km 57.346) Near Karri Village to Etawah

S.No.	Design Chainage(m)		Length(m)	Applicable TCS
	From	To		
1	884. 30+000	35+800	886. 5800	TCS-1
2	889. 35+800	36+700	891. 900	TCS-5
3	894. 36+700	46+380	896. 9680	TCS-1
4	899. 46+380	50+600	901. 4220	TCS-3
5	904. 50+600	51+950	906. 1350	TCS-1



S.No.	Design Chainage(m)		Length(m)	Applicable TCS
	882. From	To		
6	909. 51+950	52+350	911. 400	TCS-3
7	914. 52+350	54+600	916. 2250	TCS-1
8	919. 54+600	55+100	921. 500	TCS-2
9	924. 55+100	55+600	926. 500	TCS-4
10	929. 55+600	57+346	931. 1746	TCS-2

### NH-730C Package 1 (km 0.000-km 52.770) Bewar to Allahganj

S.No.	Design Chainage(m)		Length(m)	Applicable TCS
	933. From	To		
1	935. 0+000	1+500	937. 1500	TCS-6F
2	940. 1+500	3+200	942. 1700	TCS-2B
3	945. 3+200	3+350	947. 150	TCS-2C
4	950. 3+350	3+440	952. 90	TCS-2B
5	955. 3+440	3+558	957. 118	TCS-6F
6	960. 3+558	3+940	962. 382	Major Bridge
7	965. 3+940	6+300	967. 2360	TCS-2C
8	970. 6+300	6+400	972. 100	TCS-2B
9	975. 6+400	6+600	977. 200	TCS-6D
10	980. 6+600	7+100	982. 500	TCS-6G
11	985. 7+100	8+045	987. 945	TCS-6D
12	990. 8+045	8+060	992. 15	Minor Bridge to be Reconstruction
13	995. 8+060	9+300	997. 1240	TCS-6D
14	1000. 9+300	10+400	1002. 1100	TCS-2B
15	1005. 10+400	11+150	1007. 750	TCS-6D
16	1010. 11+150	12+000	1012. 850	TCS-2B
17	1015. 12+000	12+350	1017. 350	TCS-6C
18	1020. 12+350	12+500	1022. 150	TCS-2C
19	1025. 12+500	12+550	1027. 50	TCS-2A
20	1030. 12+550	12+575	1032. 25	Minor Bridge
21	1035. 12+575	15+680	1037. 3105	TCS-2A
22	1040. 15+680	17+980	1042. 2300	TCS-6E
23	1045. 17+980	21+000	1047. 3020	TCS-2A

S.No.	DesignChainage(m)		Length(m)	Applicable TCS
	933. From	. To		
9. 24	1050. 21+000	1. 21+500	1052. 500	3. TCS-6C
4. 25	1055. 21+500	6. 23+475	1057. 1975	8. TCS-2A
9. 26	1060. 23+475	1. 23+700	1062. 225	3. TCS-6C
4. 27	1065. 23+700	6. 24+350	1067. 650	8. TCS-2A
9. 28	1070. 24+350	1. 24+900	1072. 550	3. TCS-6C
4. 29	1075. 24+900	6. 26+950	1077. 2050	8. TCS-2A
9. 30	1080. 26+950	1. 28+050	1082. 1100	3. TCS-6C
4. 31	1085. 28+050	6. 31+410	1087. 3360	8. TCS-2A
9. 32	1090. 31+410	1. 31+427	1092. 17	3. Minor Bridge
4. 33	1095. 31+427	6. 31+690	1097. 263	8. TCS-2A
9. 34	1100. 31+690	1. 31+701	1102. 11	3. Minor Bridge
4. 35	1105. 31+701	6. 32+650	1107. 949	8. TCS-2A
9. 36	1110. 32+650	1. 36+390	1112. 3740	3. TCS-6E
4. 37	1115. 36+390	6. 36+930	1117. 540	8. ROB
9. 38	1120. 36+930	1. 39+800	1122. 2870	3. TCS-6E
4. 39	1125. 39+800	6. 40+440	1127. 640	8. Major Bridge over River Ganga
9. 40	1130. 40+440	1. 44+650	1132. 4210	3. TCS-2
4. 41	1135. 44+650	6. 44+680	1137. 30	8. Minor Bridge
9. 42	1140. 44+680	1. 52+770	1142. 8090	3. TCS-2

### NH-730C Package 2 (km 52.770-km 114.000) Allahganj to Miranpur Katra

S. No.	DesignChainage		Length	TCS Type	Remarks
	44. From	1145. To			
1	6. 52+770	147. 59+250	148. 6480	49. TCS-2	1150. As per Given TCS
151. 2	2. 59+250	153. 60+000	1154. 750	55. TCS-6	1156. As per Given TCS
157. 3	8. 60+000	159. 63+680	160. 3680	61. TCS-2	1162. As per Given TCS
163. 4	4. 63+680	165. 64+630	1166. 950	67. TCS-6A	1168. As per Given TCS
169. 5	0. 64+630	171. 66+280	172. 1650	73. TCS-2	1174. As per Given TCS
175. 6	6. 66+280	177. 67+380	178. 1100	79. TCS-6A	1180. As per Given TCS
181. 7	2. 67+380	183. 69+630	184. 2250	85. TCS-2	1186. As per Given TCS
187. 8	8. 69+630	189. 69+970	1190. 340	91. TCS-6A	1192. As per Given TCS
193. 9	4. 69+970	195. 70+620	1196. 650	97. TCS-2	1198. As per Given TCS

99. 10	0. 70+620	201. 71+900	202. 1280	03. TCS-6A	1204. As per Given TCS
05. 11	6. 71+900	207. 76+350	208. 4450	209. TCS-2	1210. As per Given TCS
11. 12	2. 76+350	213. 76+650	1214. 300	15. TCS-6A	1216. As per Given TCS
17. 13	8. 76+650	219. 77+900	220. 1250	221. TCS-2	1222. As per Given TCS
23. 14	4. 77+900	225. 79+800	226. 1900	227. TCS-6	1228. As per Given TCS
29. 15	0. 79+800	231. 81+750	232. 1950	33. TCS-6B	1234. As per Given TCS
35. 16	6. 81+750	237. 86+280	238. 4530	239. TCS-2	1240. As per Given TCS
41. 17	2. 86+280	243. 86+680	1244. 400	45. TCS-6A	1246. As per Given TCS
47. 18	8. 86+680	249. 91+600	250. 4920	251. TCS-2	1252. As per Given TCS
53. 19	4. 91+600	255. 91+850	1256. 250	57. TCS-6A	1258. As per Given TCS
59. 20	0. 91+850	261. 95+900	262. 4050	263. TCS-2	1264. As per Given TCS
65. 21	6. 95+900	267. 97+200	268. 1300	69. TCS-6A	1270. As per Given TCS
71. 22	2. 97+200	273. 102+800	274. 5600	275. TCS-2	1276. As per Given TCS
77. 23	8. 102+800	279. 103+080	1280. 280	81. TCS-6A	1282. As per Given TCS
83. 24	4. 103+080	285. 108+800	286. 5720	287. TCS-2	1288. As per Given TCS
89. 25	0. 108+800	291. 109+130	1292. 330	93. TCS-6A	1294. As per Given TCS
95. 26	6. 109+130	297. 112+880	298. 3750	299. TCS-2	1300. As per Given TCS
01. 27	2. 112+880	303. 114+000	304. 1120	305. TCS-6	1306. As per Given TCS

### NH-730C Package 3 (km 114.000-km 137.250) Miranpur Katra to Radhaita

S. No.	Design Chainage		Length	TCS Type	Remarks
	07. From	1308. To			
1	9. 114+000	10. 114+110	311. 110	312. TCS-1C	3. As per Given TCS
14. 2	5. 114+110	16. 114+560	317. 450	318. TCS-1A	9. As per Given TCS
20. 3	1. 114+560	22. 115+510	323. 950	324. TCS-6D	5. As per Given TCS
26. 4	7. 115+510	28. 116+530	329. 1020	330. TCS-1	1. As per Given TCS
32. 5	3. 116+530	34. 117+487	335. 957	1336. -	7. ROB including RE wall
38. 6	9. 117+487	40. 117+850	341. 363	342. TCS-1	3. As per Given TCS
44. 7	5. 117+850	46. 118+650	347. 800	348. TCS-6D	9. As per Given TCS

S. No.	Design Chainage		Length	TCS Type	Remarks
	07. From	1308. To			
350. 8	1. 118+650	52. 122+880	353. 4230	354. TCS-1	5. As per Given TCS
356. 9	7. 122+880	58. 123+390	359. 510	360. TCS-6D	1. As per Given TCS
62. 10	3. 123+390	64. 125+150	365. 1760	366. TCS-1	7. As per Given TCS
68. 11	9. 125+150	70. 125+270	371. 120	372. TCS-1	3. As per Given TCS
74. 12	5. 125+270	76. 125+570	377. 300	378. TCS-6D	1379. As per Given TCS
80. 13	1. 125+570	82. 126+100	383. 530	384. TCS-1	5. As per Given TCS
86. 14	7. 126+100	88. 127+080	389. 980	390. TCS-6D	1. As per Given TCS
92. 15	3. 127+080	94. 128+100	395. 1020	396. TCS-1	7. As per Given TCS
98. 16	9. 128+100	100. 131+450	401. 3350	402. TCS-6D	3. As per Given TCS
104. 17	5. 131+450	106. 132+600	407. 1150	408. TCS-1	9. As per Given TCS
110. 18	1. 132+600	112. 133+850	413. 1250	1414. -	5. MJBonGarra/DevahRiver (including Approach)
116. 19	7. 133+850	118. 136+680	419. 2830	420. TCS-1	1. As per Given TCS
122. 20	3. 136+680	124. 136+950	425. 270	426. TCS-6D	7. As per Given TCS
128. 21	9. 136+950	130. 137+250	431. 300	432. TCS-2C	3. As per Given TCS

**NH-730C, NH-730B & NH-731K Package 4(km 137.250-km 183.380) Radhaita to Pilibhit .**

S. No.	Design Chainage		Length	TCS Type	Remarks
	4. From	5. To			
1	6. 137+250	7. 138+030	8. 780	9. TCS-2C	10. As per Given TCS

S. No.	Design Chainage		Length	TCS Type	Remarks
	4. From	5. To			
1. 2	2. 138+030	3. 138+250	4. 220	5. TCS-6H	6. As per Given TCS
7. 3	8. 138+250	9. 140+680	0. 2430	1. TCS-2C	2. As per Given TCS
3. 4	4. 140+680	5. 140+820	6. 140	7. TCS-6H	8. As per Given TCS
9. 5	0. 140+820	1. 145+550	2. 4730	3. TCS-2C	4. As per Given TCS
5. 6	6. 145+550	7. 146+200	8. 650	9. TCS-6H	0. As per Given TCS
1. 7	2. 146+200	3. 146+500	4. 300	5. TCS-2C	6. As per Given TCS
7. 8	8. 146+500	9. 147+600	0. 1100	1. TCS-6H	2. As per Given TCS
3. 9	4. 147+600	5. 147+670	6. 70	7. TCS-6C	8. As per Given TCS
9. 10	0. 147+670	1. 148+300	2. 630	3. TCS-6B	4. As per Given TCS
5. 11	6. 148+300	7. 148+500	8. 200	9. TCS-6C	0. As per Given TCS
1. 12	2. 148+500	3. 149+650	4. 1150	5. TCS-6B	6. As per Given TCS
7. 13	8. 149+650	9. 153+100	0. 3450	1. TCS-2	2. As per Given TCS
3. 14	4. 153+100	5. 153+970	6. 870	7. TCS-6B	8. As per Given TCS
9. 15	0. 153+970	1. 154+850	2. 880	3. TCS-2	4. As per Given TCS
5. 16	6. 154+850	7. 155+350	8. 500	9. TCS-6B	0. As per Given TCS
1. 17	2. 155+350	3. 156+400	4. 1050	5. TCS-2	6. As per Given TCS
7. 18	8. 156+400	9. 156+700	0. 300	1. TCS-2 (Toll Plaza)	2. As per Given TCS
3. 19	4. 156+700	5. 158+120	6. 1420	7. TCS-2	8. As per Given TCS
9. 20	0. 158+120	1. 159+350	2. 1230	3. TCS-6B	4. As per Given TCS
5. 21	6. 159+350	7. 165+050	8. 5700	9. TCS-2	0. As per Given TCS
1. 22	2. 165+050	3. 166+900	4. 1850	5. TCS-6	6. As per Given TCS
7. 23	8. 166+900	9. 167+350	0. 450	1. TCS-2	2. As per Given TCS

S. No.	Design Chainage		Length	TCS Type	Remarks
	4. From	5. To			
		0			
3. 24	4. 167+350	5. 167+410	6. 60	7. TCS-6H	8. As per Given TCS
9. 25	0. 167+410	1. 169+070	2. 1660	3. TCS-6B	4. As per Given TCS
5. 26	6. 169+070	7. 170+250	8. 1180	9. TCS-2	0. As per Given TCS
1. 27	2. 170+250	3. 171+000	4. 750	5. TCS-6H	6. As per Given TCS
7. 28	8. 171+000	9. 171+650	0. 650	1. TCS-2	2. As per Given TCS
3. 29	4. 171+650	5. 172+000	6. 350	7. TCS-6H	8. As per Given TCS
9. 30	0. 172+000	1. 172+260	2. 260	3. TCS-2	4. As per Given TCS
5. 31	6. 172+260	7. 172+405	8. 145	9. TCS-6H	0. As per Given TCS
1. 32	2. 172+405	3. 174+180	4. 1775	5. TCS-2	6. As per Given TCS
7. 33	8. 174+180	9. 175+610	0. 1430	1. TCS-6B	2. As per Given TCS
3. 34	4. 175+610	5. 178+120	6. 2510	7. TCS-2	8. As per Given TCS
9. 35	0. 178+120	1. 178+700	2. 580	3. TCS-6B	4. As per Given TCS
5. 36	6. 178+700	7. 181+000	8. 2300	9. TCS-2	0. As per Given TCS
1. 37	2. 181+000	3. 181+650	4. 650	5. TCS-6B	6. As per Given TCS
7. 38	8. 181+650	9. 181+700	0. 50	1. TCS-2	2. As per Given TCS
3. 39	4. 181+700	5. 181+780	6. 80	7. TCS-6B	8. As per Given TCS
9. 40	0. 181+780	1. 182+750	2. 970	3. TCS-2	4. As per Given TCS
5. 41	6. 182+750	7. 183+380	8. 630	9. TCS-6	0. As per Given TCS

## 1.2 Details of Structures

**i) Minor Bridge:**

1681. . No.	Chainage (km)	Span
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1	82. 10+257	83. 3X15M
84. 2	85. 13+992	86. 1x15m
87. 3	88. 16+755	89. 1x25m



90. 4	91. 20+569	92. 1X6.1m RCC BOX
93. 5	94. 23+642	95. 1X6.1m RCC BOX
96. 6	97. 24+868	98. 1X6.1m RCC BOX
99. 7	00. 28+378	01. 1X6.1m RCC BOX

**ii) Major Bridge:**

1702. . No.	S	Chainage (km)	Span

1	03. 2+178	04. 2X42M=84 m
05. 2	06. 15+463	07. 1x9m+1x63.7m+1x7m=79 .70

**NH 92 Package 2 (km 30.000-km 57.346) Near Karri Village to Etawah****i) Minor Bridge:**

S. No.	Chainage(km)	Span
1	1708. 30+012	9. 1x12m
0. 2	1711. 32+495	2. 1x12m
3. 3	1714. 33+969	5. 1X6.1m RCC Box
6. 4	1717. 39+105	8. 1x12m
9. 5	1720. 40+404	1. 1x15m
2. 6	1723. 45+843	4. 1x37m
5. 7	1726. 52+065	7. 2x25m
8. 8	1729. 55+635	0. 1x25m

**NH-730C Package 1 (km 0.000-km 52.770) Bewar to Allahganj****i) Minor Bridge:**

S. No	Chainage	Span
1	1. 8+070	2. 1 x 14 m
1733. 2	4. 12+570	5. 1 x 24 m
1736. 3	7. 31+425	8. 5.25+6.3+5.4 Total length = 16.95m
1739. 4	0. 31+710	1. 5.6+5.4 Total length = 11.0m
1742. 5	3. 44+665	4. 1 x 29.3 C/C of Exp. Joint Total length = 29.3m

**ii) Major Bridge:**

45. S . No	Chaina ge	Span

1	46. 3+500	1747. 29.4+30.2+29.2+29.6 Total length = 118.4m
48. 2	49. 39+840	50. 18 x 35.6 Total length = 640.8m

iii) **ROB:**

S. No.	Chainage	Span
1	36+645	10+15.8+10.2 TotalLength=36m

### NH-730C Package 2 (km 52.770-km 114.000) Allahganj to Miranpur Katra

#### i) Minor Bridge:

S. No	Chainage	Span
1	60+250	1751. 1 x 14 m
2	71+575	1752. 1 x 10 m
3	76+800	1753. 1 x 14 m
1754. 4	1755. 73+350	1756. 3 x 5 m
1757. 5	1758. 81+900	1759. 2 x 4.8 m
1760. 6	1761. 85+630	1762. 2 x 4.8 m
1763. 7	1764. 112+440	1765. 5 x 5 m

#### ii) Major Bridge:

S. No	Chainage	Span
1	1766. 53+200	7. 19x35.6mC/CofExp. Joint TotalLength=676.40m

### NH-730C Package 3 (km 114.000-km 137.250) Miranpur Katra to Radhaita

**i) Minor Bridge:**

<b>S. No</b>	<b>Chainage</b>	<b>Span</b>
1	768. 123+84 0	9. 3 x 6 m
2	771. 127+50 5	2. 1 x 7.3 m

**ii) Major Bridge:**

<b>S.No.</b>	<b>Chainage</b>	<b>Span</b>
1	1773. 133+215	1774. 13x36mC/C of Exp. Joint = 468m

**iii) ROB:**

<b>S.No.</b>	<b>Chainage</b>	<b>Span</b>
1	<b>1775.</b> 117+038	776. (2x30+ 1x74.004) c/cofbearing Steel Composite & Bowstring Girder

**NH-730C, NH-730B & NH-731K Package 4 (km 137.250-km 183.380) Radhaita to Pilibhit .**

**i) Minor Bridge:**

<b>S.No.</b>	<b>Bridge Location (km)</b>	<b>Span</b>
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1	1777. 138+010	8. 1 x 10 m
1779. 2	1780. 176+040	1. 1 x 10 m
1782. 3	1783. 144+250	4. 19 m
1785. 4	1786. 179+125	7. 3 x 9 m

Note: The details of structures are given as per individual civil contracts. Any variation in length of bridge/structures shall not constitute Change of Scope.

### **1.3 Details of Toll Plazas:**

<b>Package</b>	<b>Toll Plaza Location</b>	<b>Remarks</b>
<b>NH 92 Package 1 (km 0.000-km 30.000) Bewar to Near Karri</b>	1788. No Toll Plaza	1789. Emergency Call Boxes & HTMS equipment’s already

<b>Village</b>		installed/ to be installed by EPC Contractor of respective works to be integrated with ATMS Centralized Control Centre as per directions of Authority's Engineer
<b>1790. NH 92 Package 2 (km 30.000-km 57.346) Near Karri Village to Etawah</b>	1791. 44+750	
<b>1792. NH-730C Package 1: Bewar to Allahganj(km 0.000-km 52.770)</b>	1793. Ch 30+310 km	

<b>1794. NH-730C Package 2 Allahganj to Miranpur (km 52.770-km 114.000)</b>	1795. Ch 91+010 km	
<b>1796. NH-730C Package 3 Miranpur to Radhaita(km 114.000-km 137.250)</b>	1797. No Toll Plaza	
<b>1798. NH-730C, NH-730B &amp; NH-731K Package 4 Radhaita to Pilibhit(km 137.250-km 183.380)</b>	1799. Ch 156+400 km	

#### 1.4 Typical Cross Section (TCS) Drawings:

## **Schedule B**

### **1. Development of the ATMS Project**

Development of the ATMS Project shall include Design, Supply, Installation, Testing, Commissioning and Operation & Maintenance of Advanced Traffic Management System (ATMS) on from Etawah km 57+346 to Bewar km 0+00 of NH-92 & Bewar km 0+00 to Radhaita km 137+250 of NH-730C & Radhaita Km 137+250 to Pilibhit Km 183+380 of NH-730C, NH-730B, & Nh-731 K in the State of Uttar Pradesh, as described in this Schedule-B and in Schedule-C.

### **2. Description of the ATMS Project**

The Authority has envisaged implementation of ATMS system on the project to enhance road safety, make road-travel efficient & sustainable, and enable stress-free travel by adoption of ATMS on from Etawah km 57+346 to Bewar km 0+00 of NH-92 & Bewar km 0+00 to Radhaita km 137+250 of NH-730C & Radhaita Km 137+250 to Pilibhit Km 183+380 of NH-730C, NH-730B, & Nh-731 K in the State of Uttar Pradesh. Advanced Traffic management and control system shall be composed of field equipment and sensors that will collect the information on road conditions, traffic conditions, violations, incidents, and shall send it to the ATMS Control / Traffic Management Centre (TMC) for processing. ATMS system shall provide necessary information on roads, traffic, incidents, and environment to road users, and alerts regarding violations and incidents to the enforcement agencies / rescue team 24 hours a day 365 days a year to ultimately ensure safe and smooth traffic as described in this Annexure-I of Schedule-B.

### **3. Specifications and Standards**

The ATMS Project shall be designed and constructed in conformity with the as per the functional and technical specifications mentioned in Schedule-C:

#### **4. Annex-I - Schedule-B-Description of ATMS Project**

#### **4.1 Advanced Traffic Management and control System (ATMS)**

The System Integrator is required to Design, Supply, Install, Test, Commission, Operate and Maintain Advanced Traffic Management System (ATMS) as part of the project facilities. The Advanced Traffic Management System shall be provided as per functional and technical specifications specified in the Schedule-C and shall be operated and maintained throughout the contract period.

The ATMS components to be deployed shall inter alia include:

##### **4.1.1. General**

The ATMS Project shall broadly include the following components to be provided as per the functional and technical specifications mentioned in Schedule-C):

- 1.1.1 Video Surveillance System / Traffic Monitoring Camera System (TMCS)
- 1.1.2 Video Incident Detection and Enforcement System (VIDES)
- 1.1.3 Vehicle Actuated Speed Display System (VASDS)
- 1.1.4 Fixed and Portable Variable Message Sign (VMS) System
- 1.1.5 Communication Network with OFC Backbone
- 1.1.6 Emergency Call Box ( **to be integrated** )
- 1.1.7 Common ATMS Command & Control Center
- 1.1.8 Power Supply for Field Equipment as well as for ATMS Command & Control Center
- 1.1.9 Operation & Maintenance (O&M) of the entire ATMS Facility
- 1.1.10 Maintenance Vehicle

The entire system should function efficiently as an integrated solution during the entire O&M period.

The project shall be a complete solution with provision of skilled resources at all locations for operations..

This RFP describes functional requirements envisaged by Authority by its implementing agency. In addition, the minimum technical specifications have been prescribed in this document, wherever indispensable. The Contractor is responsible for the design of complete project and the system architecture to deliver state-of-the-art solution to Authority fully complying to the functional requirement specified in the RFP and site conditions. Any consideration affecting safety, security, redundancy, and compliance to stipulated provision prescribed by Government Authorities is the responsibility of the Contractor and shall be duly taken care of to ensure adherence to minimum functional and technical requirement stipulated in this document as well as the SLA parameters.

- a. The scope of the works under this RFP is deployment of Advanced Traffic Management System (ATMS) by the Contractor.
- b. The Contractor shall conduct the field survey, preparation of design drawings and supply of ATMS equipment and materials, spare parts, test equipment,

tools and materials, factory inspection (inspection of equipment & materials upon delivery), training, transportation and site, delivery, construction and installation, preparation of as-built drawings, testing and commissioning of the ATMS system.

- c. The ATMS Contractor will be provided with space to construct ATMS Control Centre. The Contractor shall be responsible for interior works, MEP works, etc. for construction and setting up the ATMS Control Centre, including any related electrical, lighting, generator set (preferably eco-friendly Gas powered), power backup, HVAC works, access control, air conditioning, CCTV, PTZ cameras, firefighting, alarm, extinguishers, etc. shall be in the scope of the Contractor. All operational expenses towards electricity, diesel/fuel, and other consumables shall be in the scope of the ATMS Contractor.
- d. The Contractor shall also undertake the works that are not specifically mentioned in this RFP but essential for the efficient implementation and operations of the ATMS to meet the functional requirements specified in the RFP.
- e. The Contractor shall propose the ATMS solution and equipment to fully meet the functional requirements of this RFP. The quantity and the technical specification of the equipment shall be proposed by the Contractor for each ATMS system, unless until specified in this RFP, such that each sub-system fully meets the functional requirement as per the site conditions and SLA requirements.
- f. The requirements stated herein shall be construed as minimum requirement and meeting the respective requirements shall not relieve the Contractor from the responsibility of supplying the ATMS that functions efficiently as a system and carry out its Operation & Maintenance for the entire Contract Period.
- g. The Bidder shall quote for the entire system and facilities on a “single responsibility” basis such that the Contract Price covers all Contractor's obligations mentioned in or to be reasonably inferred from the Contract Documents in respect of the design, manufacture, procurement, construction, installation, adjustment and testing of the Works and remedying any defect therein and operation and maintenance of entire setup for the contract duration. This includes all requirements under the Contractor's responsibilities for testing and commissioning of the systems and facilities, and where required by the Contract Documents, the acquisition of all permits, approvals and license, etc.; the training services and such other items and services as may be specified in the Contract Documents.
- h. The Contractor shall be responsible for Integration of ATMS system with the

Authority or its implementing agencies apps for the road users as per the requirement raised from time to time by Authority.

- i. The Contractor shall be responsible for Integration of ATMS system and sub-systems with the Authority or its implementing agency’s Central Command Centre, TMCs and ATMS systems of other projects as per the requirement raised from time to time by Authority. Additionally, the ATMS Solution shall include provision of IP/API based feed to enforcement agencies as per the requirements raised from time to time by Authority
- j. ATMS Contractor shall provide a dedicated workstation for the usage of representative of Traffic Police or other Enforcement Agency at the ATMS Control Centre.
- k. The Contractor shall be responsible for integration of ATMS system with 1033, Vahan Database, Police Control Rooms, Dial 112, and others as per the requirement raised from time to time by Authority (Authority will facilitate Contractor by writing letters to external agencies for integration / sharing API, as applicable, on written request of the Contractor and recommendations of the ITS Engineer. All technical coordination will have to be carried out by the Bidder at its own cost.
- l. Growth and maturity levels – the proposed system shall be capable of meeting the requirements arising due to the increase in traffic in the coming years without any additional cost implication to Authority.
- m. The ATMS Software shall perform health monitoring check of all field equipments and generate an equipment downtime report based on the same as per provision of Schedule-C.
- n. In addition to the above requirements the ATMS Solution should include all the functional and technical requirements mentioned in schedule C.

## **4.2 Implementation Plan**

The contractor is required to submit the implementation plan for ATMS implementation for the entire stretch. The contractor may bifurcate the implementation of ATMS on the entire stretch into following sections.





1	1800. Pkg-1	1801. KM -57+346 (Start point from Etawah of NH-92)	1802. Up to near Karri village km 30+00
1803. 2	1804. Pkg-2	1805. KM -30+00 near Karri of NH-92	1806. Up to Bewar Km 0+00 of NH-92
1807. 3	1808. Pkg-3	1809. Km -0+000 Bewar of NH-730C	1810. Km -52+770 Allahganj of NH-730C

1811. 4	1812. Pkg-4	1813. Km -52+770 Allahganj of NH-730C	1814. Km -114+00 Miranpurkatra of NH-730C
1815. 5	1816. Pkg-5	1817. Km -114+00 Miranpurkatra of NH-730C	1818. Km -137+250 Radhaita of NH-730C
1819. 6	1820. Pkg-6	1821. Km -137+250 Radhaita of NH-730C, NH-730B & NH-731K	1822. Km -183+380 Radhaita of NH-NH-731K

The project will be considered successfully implemented only after installation of all ATMS systems at above mentioned sections and integration of all these sections.

#### **4.3 Equipment site plan / Indicative Equipment Location:**

The contractor shall conduct the site survey and propose the ATMS system location in the Technical Proposal. The location provided in this document shall be treated as indicative, The contractor, in consultation with the Authority/Authority's engineer, have to ascertain the indicative locations and propose the appropriate equipment location during the design phase of the Contract. The contractor during design phase of the contract shall provide equipment locations duly marked in the KMZ file of the project highway.

4.4 ATMS system shall be provided as per Schedule C for the following locations

S. No.	Description	Mi ni mu m Nos .	Remarks

S. No.	Description	Minimum Nos.	Remarks
1	1823. Video Surveillance System(VSS)/Traffic Monitoring Camera System(TMCS)	1824. 81	1825. Locations are mentioned in the table.

S. No.	Description	Mi ni mu m Nos .	Remarks
1826. 2	1827. Video Incident Detection & Enforcement System(VIDES) with Vehicle Actuated Speed Display(VASD)	1828. 15	1829. Locations are mentioned in the table.

S. No.	Description	Mi ni mu m Nos .	Remarks
1830. 3 (a)	1831. Variable Message Sign (VMS)(Fixed)	1832. 07	1833. Locations are mentioned in the table.

S. No.	Description	Mi ni mu m Nos .	Remarks
1834. 3 (b)	1835. Portable VMS	1836. 06	1837. 1 no. for each Package



S. No.	Description	Minimum Nos.	Remarks
1838. 4 (a)	1839. ATMS Control Centre	1840. 01	1841. New Centralized ATMS Control Centre to be constructed for all the 3 Packages near Toll Plaza at ch 90+900 LHS

S. No.	Description	Minimum Nos.	Remarks
1842. 4 . (b)	1843. Other additional equipment required for connectivity at 3 locations	1844. 06	<ul style="list-style-type: none"><li>• 1 no. at Toll Plaza at km 44+750 of NH-92</li><li>• 1 no. at Toll Plaza at km 30+310 of NH-730C</li><li>• 1 no. at Toll Plaza at km 156+400 of NH-731K.</li></ul>

S. No.	Description	Mi ni mu m Nos .	Remarks
1845. 5	1846. Adaptive Traffic Control System(ATCS)	1847. 04	1848. Locations are mentioned in the table.

S. No.	Description	Mi ni mu m Nos .	Remarks
1849. 6	1850. Meteorological Data System (MET)	1851. 02	1852. Locations are mentioned in the table.

**4.4 Emergency Call Box (ECB):** The Emergency Call Box (ECB) which are already installed/to be installed shall also be Integrated with the ATMS System with nos. & locations of ECB's as per directions of Authority's Engineer/Authority.

**4.6 Location Table for ATMS Field Equipment**

Item	Package	Nos.	Chainage	Remarks
<b>Video Surveillance System(VSS)/ Traffic Monitoring Camera System(TMCS)</b>	<b>1853. NH-92, (Km 0.0000-30.000) Bewar to Karri</b>	4. 0	1855. 0+070	1856. Curve & Built up area (0+000-1+000)
			1857. 2+174	1858. Major Bridge
			1859. 11+002	1860. Girls College RHS, Bus Stand
			1861. 12+750	1862. Built up area (12+000-14+000)
			1863. 15+200	1864. S Curve and Major Bridge
			1865. 19+100	1866. Truck lay bye(BHS)
			1867. 21+300	1868. Hospital (LHS)
			1869. 23+300	1870. Tehsil office (LHS)
			1871. 24+000	1872. Cross Junction (BHS)
			1873. 25+680	1874. Cross Junction (BHS)
	<b>1875. NH-92, (km. 30.000-km. 57.346) Karri to Etawah</b>	6. 0	1877. 32+500	1878. Karri Pulia(T RHS)
			1879. 36+000	1880. Built up Area (35+750-36+400)
			1881. 39+150	1882. Built up Area (39+000-39+400)
			1883. 40+700	1884. Built up Area (40+500-40+950)

Item	Package	Nos.	Chainage	Remarks
			1885. 42 +150	1886. Built up Area (42+000-42+500)
			1887. 47 +850	1888. Built up Area
			1889. 54 +800	1890. Built up Area(54+600-55+100)_
			1891. 55 +700	1892. Hospital (LHS)
			1893. 56 +900	1894. Mandi Gate no. 2
			1895. 57 +346	1896. Major Junction
	NH-730C, (km 0.000- km 52.770) Bewar to Allahganj	1897 3	1898. 0+ 000	1899. Bewar Junction
			1900. 17 +260	1901. Sankisa Road T-Junction
			1902. 17 +950	1903. Rohilla junction; major junction
			1904. 20 +100	1905. Near Khatu Shyam mandir
			1906. 22 +700	1907. S-Type Curve; Om Prakash Technical institute
			1908. 31 +400	1909. BagharChauraha
			1910. 34 +750	1911. Plus Junction; Central Jail Churaha
			1912. 37 +400	1913. Major Junction; MasheniChauraha
			1914. 39 +550 &39+8 00	1915. Major Junction; Brahma Dutt DiwediChauraha& Ganga Bridge
			1916. 40 +440	1917. Ganga Bridge
			1918. 43 +500	1919. Black Spot; Near Suraj Hospital

Item	Package	Nos.	Chainage	Remarks
			1920. 47 +500	1921. Amritpur Junction
			1922. 51 +900	1923. T-Junction
	<b>NH-730C</b>  <b>(km 52.770- km 114.000)</b> <b>Allahganj to</b> <b>Miranpur</b>	1924	1925. 54 +900	1926. Major Junction; 1. 4 arm junction connects to SH & ODR 2. Hullahpur Charaha (Blackspot)
		1927	1928. 59 +450	1929. Major junction & Builtup Area 1. Y-Junction connects to Allahganj Town 2. Sharp curve at 59+250 3. Builtup area 59+250 to 60+000
		1930	1931. 64 +200	1932. Builtup area 1. Builtup Area 63+680 to 64+630b(950 m) 2. T-junction at 64+430
		1933	1934. 77 +570	1935. Major Junction 1. Connects to Hullapur Road ODR/MDR 2. Kherpur Round Board (Black Spot)
		1936	1937. 78 +950	1938. Major Junction Connects to Shahjahanpur Road SH-29
		1939	1940. 80 +050, 80+40 0,80+7 00,81+ 400	1941. Builtup Area 1. Builtup area 77+900 to 81+750 (3950 m) 2. Junction, Bus Stand 3. Highly Congested area 4. Main Jalalabad Round Board (Black Spot)
		1942	1943. 96 +400, 96+72 0	1944. Builtup area 1. Builtup Area 95+900 to 97+200 (1300m) 2. School at 96+420 & 96+850 3. ODR
		1945	1946. 10 2+850	1947. Builtup area 1. Builtup area 102+800 to 103+080 (280m) 2. Cross Junction to Tilhar
		1948	1949. 10 9+040	1950. Builtup Area 1. Builtup Area 109+800 to 109+130 (330 m) 2. Cross Junction to Tilhar
		1951	1952. 11 3+500, 114+0	1953. Builtup area 1. Builtup Area 112+880 to 114+000(1120

Item	Package	Nos.	Chainage	Remarks
			00	m) 2. Cross Junction to Tilhar&Dataganj
	<b>NH-730C (km 114.000- 137.250)Mir anpur to Radhaita</b>	1954	1955. 11 4+200	1956. Builtup area Near to Flyover
		1957	1958. 11 4+650	1. Y-Junction connects to Railway Station 2. Sharp curve at 114+650 3. Builtup area 114+000 to 1115+550 (1550m) 4. Highly Congested area from 114+000 to 114+650
		1959	1960. 11 5+300	1961. Curve
		1962	1963. 11 8+150	1964. Builtup area & School 1. Builtup area 117+850 to 118+850(800m) 2. School at 118+000,118+200,118+320 3. Junction at 118+150
		1965	1966. 12 6+550	1967. Builtup area 1. Builtup area 126+100 to 127+100 (1000m) 2. Semi builtup area 3. School at 126+400,126+700
		1968	1969. 12 8+500, 129+1 00,129 +650,1 30+35 0,131+ 250	1. Builtup area 128+00 to 131+450 (3350 m) 2. Intercollege at 129+650 3. Junction at Navada 130+350 4. Market at 128+500,129+100
		1970	1971. 13 6+860	1972. Y-Junction Three arm junction & sharp curve (Radhaita)
		1973	1974. 14 0+710	1975. Builtup area & School 1. Junction at 140+700 &140+770 (Village Road) 2. School at 141+030 3. Builtup area 140+500 to 140+850 (350 m)
		1976	1977. 14 4+100	1978. Major Junction Three arm junction connect to NH (Bareilly)
		1979	1980. 14	1981. Builtup area & School



Item	Package	Nos.	Chainage	Remarks
	<b>NH-730C, NH-730B &amp; NH-731K</b>  <b>(km 137.250-km 183.380) Radhaita to Pilibhit</b>		5+840	1. School at 145+690 & 145+700 2. Junction at 145+700
		1982	1983. 14 7+650, 148+0 90,148 +500,1 49+26 0	1984. Major Junction & Builtup Area Bisalpur Town  1. Builtup area 146+900 to 149+650(2750 km) Bisalpur Town 2. Major Junction three arm connect to NH(Shahjahanpur) 3. Cross Junction at 148+090 LHS PWD Road & RHS to tehsil & city 4. Barah pathar Junction to city & Railway Station 5. 3 nos. schools continuously at km 149+260. 6. Staggered junction at km 149+260 & 149+280
		1985	1986. 15 3+600	1987. Builtup area km 153+140 to 153+950(810m)
		1988	1989. 15 5+000	1990. Builtup area 1. Builtup area km 154+840 to 155+300(460m) 2. School at 154+600 3. Junction at 155+000(village road)
		1991	1992. 15 8+500, 158+9 50	1993. Builtup area & School 1. Builtup area km 158+150 to 159+350(1200m) 2. School at 158+250 & 158+520
		1994	1995. 16 5+400, 166+3 10, 166+7 00	1996. Builtup area 1. Builtup area 165+000 to 166+950 (1950m) 2. Junction connect to ODR (Gajrola, Lakhimpuri) 3. Junction connect to SH (Nababganj)
		1997	1998. 16 7+750	1999. Builtup area & School 1. Builtup area 167+350 to 168+100(750m) 2. School at km 167+900 3. Junction at 167+770(village road)
		2000	2001. 16 8+700	2002. Builtup area & School 1. Builtup area 168+450 to 169+000(550m) 2. School at km 168+790

Item	Package	Nos.	Chainage	Remarks
		2003	2004. 17 0+600	2005. Builtup area & S-Curve 1. Builtup area 170+250 to 171+000(750m) 2. S-curve Visibility problems
		2006	2007. 17 1+720	2008. Builtup area & School 1. Builtup area 171+650 to 172+000(350m) 2. School at km 171+700
		2009	2010. 17 4+550, 174+8 50	2011. Builtup area & Junction 1. Builtup area 174+180 to 175+500(1320m) 2. School at km 174+680
		2012	2013. 17 8+500	2014. Builtup area 1. Builtup area 178+150 to 178+700(550m) 2. Cross Junction (village road)
		2015	2016. 18 1+300	2017. Builtup area 1. Builtup area 181+000 to 181+850(850m) 2. Cross Junction (village road)
		2018	2019. 18 3+380	2020. Builtup area 1. Builtup area End point at Assam Chowk 2. Major Junction connect to NH & Pilibhit city.
<b>Video Incident Detection &amp; Enforce</b>	<b>2021. NH-92, (Km 0.0000-30.000) Bewar to Karri</b>	2022	2023. 6+720	2024. Section of the Project where there is a probability of high speed.
		2025	2026. 28+300	2027. Section of the Project where there is a probability of high speed.
	<b>2028. NH-92, (km. 30.000-57.346) Karri to Etawah</b>	2029	2030. 49+650	2031. Section of the Project where there is a probability of high speed.

Item	Package	Nos.	Chainage	Remarks
<b>ment System(VI DES) with Vehicle Actuated Speed Display(V ASD)</b>	<b>2032. NH- 730C (km 0.000-km 52.770) Bewar to Allahganj</b>	2033	2034. 14 +000	2035. Section of the Project where there is a probability of high speed.
		2036	2037. 21 +250	2038. Section of the Project where there is a probability of high speed.
		2039	2040. 29 +570	2041. Section of the Project where there is a probability of high speed.
	<b>2042. NH- 730C (km 52.770- km 114.000) Allahganj to Miranpu r</b>	2043	2044. 62 +000	2045. Section of the Project where there is a probability of high speed.
		2046	2047. 74 +500	2048. Section of the Project where there is a probability of high speed.
		2049	2050. 93 +000	2051. Section of the Project where there is a probability of high speed.
		2052	2053. 10 5+500	2054. Section of the Project where there is a probability of high speed.
	<b>2055. NH- 730C (km 114.000- km 137.250) Miranpu r to Radhaita (</b>	2056	2057. 12 0+700	2058. Section of the Project where there is a probability of high speed.
	<b>2059. NH- 730C, NH-730B &amp; NH- 731K (km 137.250- km 183.380) Radhaita to Pilibhit</b>	2060	2061. 14 2+000	2062. Section of the Project where there is a probability of high speed.
		2063	2064. 15 1+700	2065. Section of the Project where there is a probability of high speed.
		2066	2067. 16 2+200	2068. Section of the Project where there is a probability of high speed.
		2069	2070. 17 7+000	2071. Section of the Project where there is a probability of high speed.
	<b>2072. NH- 92, (Km 0.0000- km 30.000)</b>	2073	2074. 0+ 000	2075. LHS (Major Junction)

Item	Package	Nos.	Chainage	Remarks
<b>Variable Message Sign (VMS)(Fixed)</b>	<b>Bewar to Karri</b>			
	2076. NH-92, (km. 30.000-57.346) Karri to Etawah	2077	2078. 57 +346	2079. RHS(Major Junction)
	2080. NH-730C (km 0.000-km 52.770) Bewar to Allahganj	2081	2082. 31 +200	2083. LHS(Major Junction)
	2084. NH-730C (km 52.770-km 114.000) Allahganj to Miranpur	2085	2086. 53 +200	2087. LHS(Before Hullahpur Junction)
		2088	2089. 11 2+500	2090. LHS (Before Katra Junction)
	2091. NH-730C, NH-730B & NH-731K (km 137.250-km 183.380) Radhaita to Pilibhit	2092	2093. 14 9	2094. RHS (Before Bisalpur)
		2095	2096. 18 0	2097. RHS (Entry from RHS)
2098. Variable Message Sign (VMS)(Portable)	2099. NH-92, (Km 0.0000-57.346) Bewar to Etawah,	2100	2101. -	2102. As per requirements & directions of Authority Engineer

Item	Package	Nos.	Chainage	Remarks
e)	NH-730C (km 0.000- km 137.250Bewar toRadhaita&NH-730C, NH-730B & NH-731K (km 137.250- km 183.380) Radhaita to Pilibhit			
Adaptive Traffic Control System(ATCS)	2103. NH-730C (km 0.000-km 52.770) Bewar to Allahganj	2104	2105. 0+000	2106. Bewar Major Junction
		2107	2108. 39+530	2109. Major Junction (Brahmdatt Dwivedi Chauraha)
	2110. NH-730C (km 52.770- km 114+000) Allahganj to Miranpur Katra	2111	2112. 78+900	2113. YakubpurChauraha, Jalalabad
	2114. NH-730C, NH-730B & NH-731K (km 137.250- km	2115	2116. 147+640	2117. EidgaahChauraha, Bisalpur

Item	Package	Nos.	Chainage	Remarks
	<b>183.380) Radhaita to Pilibhit</b>			
<b>2118. Meteorological Data System (MET)</b>	<b>2119. NH-730C (km 0.000-km 52.770) Bewar to Allahganj</b>	2120	2121. 30 +310	2122. Toll Plaza of Pkg 1
	<b>2123. NH-730C, NH-730B &amp;NH-731K (km 137.250-km 183.380) Radhaita to Pilibhit</b>	2124	2125. 15 2+590	2126. Toll Plaza of Pkg 4

**Note:**

1. The requirements stated herein shall be construed as minimum requirement and meeting the respective requirements shall not relieve the Contractor from the responsibility of supplying the ATMS that functions efficiently as a system and carry out its Operation & Maintenance for the entire Contract Period
2. The location provided in this document shall be treated as indicative, The contractor, in consultation with the Authority/Authority’s engineer, have to ascertain the indicative locations and propose the appropriate equipment location during the design phase of the Contract
3. The portable VMS shall have the facility to communicate the ATMS control centre over GSM/3G/4G GPRS communication layer which enable the portable VMS to be used as a standby VMS to display the informative/alert messages based upon the VIDES incidents as and when required.
4. Size of VMS: The size of VMS is represented in length (l) x height (h) x depth (d) measured in meters. The three dimensions mentioned are end-to-end measurements which consist of the LED area and the structure frame hosting the LED cabinets. The LED area that is the actual area which can display content on the VMS is also called the Active Area. It is critical to consider that the VMS is mounted on a structure at a height of around

6 meters from the ground. As a result, the size of the VMS should be such that the messages are legible from a minimum distance of 300 m for expressway. The minimum VMS dimensions are given below;

■ VMS Type	■ Recommended VMS Dimensions in Length (l) x Height (h) x Depth (d)	■ Installation
■ M Type full fixed VMS	■ 5000 mm (+/-200 mm) X 1800 mm (+/-200 mm) X 200 mm	■ Across the road on Gantry or FOB
■ Portable VMS	■ 1650 mm (+/-100 mm) X 1000 mm (+/-100 mm) X 200 mm	■ Trolley Mountable

**4.7 Connectivity Mode:** Optical Fiber Cable shall be used as a connectivity mode for all the below mentioned locations as per following details:-

1. NH 92 (km 0.000-km 30.000) Bewar to Near Karri Village
2. NH 92 (km 30.000-km 57.346) Near Karri Village to Etawah
3. NH-730C (km 0.000-km 52.770) Bewar to Allahganj
4. NH-730C (km 52.770-km 114.000) Allahganj to Miranpur Katra
5. NH-730C (km 114.000-km 137.250) Miranpur Katra to Radhaita
6. NH-730C, NH-730B & NH-731K (km 137.250-km 183.380) Radhaita to Pilibhit

**4.7.1** Optical fiber shall be installed within the Right of Way (ROW) through ducts, in accordance with prevailing site conditions and in consultation with the Authority Engineer/MoRTH. The duct installation for the optical fiber cable (OFC) shall employ a suitable method — either the open trench method or Horizontal Directional Drilling (HDD), with HDD being the preferred method in built-up areas. Any modification to the laying method of the OFC within the ROW shall not constitute a change in the scope of works.

**4.7.2** The entire stretch shall be provided with minimum 24 Core OFC Backbone as per the standards & specifications given in Schedule-C. The short haul connections like between field equipment to access points, access points to OFC backbone etc shall be done with minimum 12 Core cable. The OFC shall be laid strictly as per the Standards and Specification given under Schedule-C. Crossing if required under paved surface should be

done through HDD without affecting the road surface or any road infrastructure. ATMS Contractor shall be held liable for any damage to the road surface and road infrastructure while implementing ATMS works. The network devices at the roadside unit shall have the optical bypass facility to avoid the network outage caused by the power failure at that field equipment level.

**4.7.3** Laying of OFC cable in built-up section may also be done in special condition beneath the paver block portion through HDD method only, subject to prior approval from the Authority Engineer/ Authority. Any damage to the road surface or any road infrastructure during such execution of work shall have to be repaired by the ATMS Contractor to the pre-existing condition without any cost implications to the Authority.

#### 4.8 ATMS Command and Control Center

New ATMS Command and Control Centre structure shall be constructed at ch 90+900 LHS in consultation with Authority's Engineer. ATMS contractor shall submit detailed design & drawings of ATMS Command and Control Centre to Authority Engineer. The size of ATMS Command And Control Center shall be minimum 150 Sqm plinth area & as per the Standards and Specification given under Schedule-C for full operation of ATMS. The ATMS Contractor shall set up the Command Center, including all electrical, lighting, electrical connection, DG set, power backup, HVAC works, access control, building CCTV, PTZ cameras outside building, firefighting system, alarm, fire extinguishers, raised floor, housekeeping, building cleaning, maintenance, recurring charges including electricity bills, telephone bills, DG fuel, servicing, security, insurance. The Service Provider shall be required to maintain Asset Management portal to maintain the records and inventory of ATMS equipments deployed at site.

ATMS Contractor shall installed additional equipment required for connectivity at 3 locations of Toll Plaza mentioned at Clause 4.4 .

#### 4.9 Power Supply for ATMS Command & Control Center and Field Equipment

The Contractor shall ensure 24x7 supply for the ATMS Command and Control Centre and Field Equipment with supply power from Electricity Department as primary source supported by UPS renewable power (solar etc) and DG Set of adequate capacity.

There shall be NO obligation of Authority with regard to providing power/ electricity supply/connections for testing commission, operation & maintenance of any component of the ATMS. Further, the following points are to also be observed by the ATMS contractor:

- a. The Contractor shall perform all the necessary application procedures to the Power Company required for the power to be supplied to the Traffic Management Centre, Sub-Centre and the field equipment in their own name. All the expenses charged by Power Companies regarding such applications



and execution of work shall be borne by the Contractor as part of the scope of this contract. Any damage to the highway during such execution of work shall have to be repaired by the ATMS Contractor to the pre-existing condition without any cost implications to Authority.

- b. The Contractor shall make all necessary arrangements for the electricity needed for the execution of the Works and O&M period for the entire period of the Contract. In case electricity is not made available through electricity companies, alternate electricity arrangement such as through renewable energy/DG Set should be made by the Contractor. Under no circumstances Authority shall grant an extension of time for achieving the milestones if the contractor is unable to make the electricity arrangement either for the execution of the work or for the O&M activities.
- c. The fixed charges, installation charges, recurring charges, electricity bill, DG set fuel, maintenance etc. for each field equipment, ATMS Control Centre, Contractor's site office, or any other facility being used by the Contractor under the scope of this Contract shall be in the scope of the Contractor only for the entire Contract period i.e. Design phase, procurement, installation, testing, trial-run, commissioning, operations and maintenance period. The Authority shall not responsible for any provision for power supply during implementation as well as operations and maintenance period.
- d. ATMS Contractor shall be required to submit the design of the electricity load requirement for the component / equipment, which shall include the cabling, distribution boards, and clean earthing system, in regard to its suitability for the ATMS components.

#### 4.10 Operation & Maintenance (O&M)

- (i) The O & M period after the successful completion of works shall include Operation & Maintenance of the entire ATMS Facility as per the Service Level Agreement (SLA) with Qualified Manpower mentioned in Schedule-C including supply of adequate spares, parts, consumables and maintenance equipment required for the facility. The Contractor shall maintain required spare parts to maintain required service levels. The minimum Operations & Maintenance manpower requirement as per Appendix -C of Schedule C is clarified as below:

S.N.	Operation & Maintenance (O&M) Manpower	Minimum manpower requirement for Command-and- Control Centre
1	2127. ATMS Project Head	1 in General shift

S.N.	Operation & Maintenance (O&M) Manpower	Minimum manpower requirement for Command-and- Control Centre
2	2128. System Maintenance Engineer	1 in each shift + reliever

S.N.	Operation & Maintenance (O&M) Manpower	Minimum manpower requirement for Command-and- Control Centre
3	2129. Shift Supervisor	1 in each shift + reliever

S.N.	Operation & Maintenance (O&M) Manpower	Minimum manpower requirement for Command-and- Control Centre
4	2130. Incident Operations Staff	1 in each shift + reliever

S.N.	Operation & Maintenance (O&M) Manpower	Minimum manpower requirement for Command-and- Control Centre
5	2131. Data Analyst	2132. 1 in General shift

S.N.	Operation & Maintenance (O&M) Manpower	Minimum manpower requirement for Command-and- Control Centre
6	2133. Database/IT Admin	2134. 1 in each shift + reliever

S.N.	Operation & Maintenance (O&M) Manpower	Minimum manpower requirement for Command-and- Control Centre
7	2135. Office Assistant	2136. 1 in each shift + reliever



S.N.	Operation & Maintenance (O&M) Manpower	Minimum manpower requirement for Command-and- Control Centre
8	2137. Peons	1 in each shift + reliever

S.N.	Operation & Maintenance (O&M) Manpower	Minimum manpower requirement for Command-and- Control Centre
9	2138. Sweeper	1 in each shift + reliever

S.N.	Operation & Maintenance (O&M) Manpower	Minimum manpower requirement for Command-and- Control Centre
10	2139. Security Guards	1 in each shift + reliever

S.N.	Operation & Maintenance (O&M) Manpower	Minimum manpower requirement for Command-and- Control Centre
11	2140. Hydra with Driver and helper	2 No's vehicle 24*7
12	2141. Maintenance Vehicle with Driver and	4 No's vehicle 24*7

S.N.	Operation & Maintenance (O&M) Manpower	Minimum manpower requirement for Command-and- Control Centre
	helper	

- (ii) The Contractor shall have sufficient infrastructure and capability to keep/store spares required for maintenances and will at all times during the contract period maintain sufficient inventory of spares and consumables for operating and maintaining the ATMS and to meet the Service Level Agreement.
- (iii) Before the start of O&M Period, the Contractor shall deploy the O&M Personal mentioned at Appendix-C of Schedule-C with prior approval of the Authority. The resumes of the proposed personal shall be submitted in the format given in Schedule-C.
- (iv) **Standard Operating Procedure (“SOP”):** The ATMS Contractor shall design a detailed SOP Manual listing all the steps that need to be undertaken by the personnel on-road units for all incident types and sub-types. The SOP Manual needs to be submitted to Authority/Authority Engineer and/or its representative for review and approval. The schedule C has listed high-level standard operating procedure envisaged for management of all incidents. Time to time ATMS contractor based upon the need and experience may suggest the amendments for the SOP and seeks the approval of authorities.

#### 4.11 Maintenance Vehicle

The ATMS Contractor shall keep at least 4 (four) numbers of dedicated vehicles to attend the maintenance requirement during the Operation & Maintenance period. Maintenance Vehicle shall be compliant with Route Patrol Vehicle Mentioned in IHMCL Policy No. 12.19, dated 20<sup>th</sup> March, 2018.

### **Schedule-C**

#### **(Standards & Specification)**

**The Contractor shall comply with the Specifications and Standards as mentioned in NHAI/Policy Guidelines/Standard Documents/2023 Policy Circular No.**

**11.53/2023 dated 10<sup>th</sup> October, 2023 set forth in Annex-I of this Schedule-C for the ATMS Project.**

**Modifications in Schedule-C**

S. No.	Item	Existing Clause	Modifications
1	2142. Video Surveillance System/Traffic Monitor Camera System (TMCS)	2143. 3.2(1): The system monitors vehicular and other related activity along the highway stretch not more than interval of 1 km alternating side/median mounted on poles. In case certain stretches include regular curves etc (hilly roads etc) not allowing central line of sight, then additional TMCS camera shall be put to ensure effective surveillance of the entire stretch.	2144. These cameras are placed in the following locations: <ul style="list-style-type: none"> <li>➤ Major Junctions</li> <li>➤ Crowded areas</li> <li>➤ Schools, Colleges, Hospitals</li> <li>➤ Built up areas</li> <li>➤ Blackspots</li> <li>➤ Sharp curves</li> </ul>
2145. 2	2146. Video Incident Detection and Enforcement System (VIDES)		<ul style="list-style-type: none"> <li>➤ Two different items VIDES and VASD are clubbed together as VIDES with VASD (single item) and installed at one location.</li> <li>➤ This is placed at those areas</li> </ul>
2147. 3	2148. Vehicle Actuated Speed Display (VASD)		

S. No.	Item	Existing Clause	Modifications
			of the stretch where there is a probability of higher speeds.
2149. 4	2150. Emergency Road Telephone System		2151. Deleted. However, existing ECBs already installed/planned as per the scope of work of EPC Contractor to be integrated with Centralized Control Centre.
2152. 5	2153. Variable Message Sign (VMS)	<p>2154. 14: The equipment shall comply with the following specifications:</p> <p>Length (minimum): 1650+/-100 mm for Portable VMS Trolley mounted.</p> <p>Height (minimum): 1000+/-100 mm for Portable VMS Trolley mounted.</p> <p>Length (minimum): 2400+/-100 mm for L type Fixed VMS</p> <p>Height (minimum): 1500+/-100 mm for L type Fixed VMS</p> <p>Length ((minimum): 5000+/-200 mm for M type Fixed VMS</p> <p>Height (minimum): 1800+/-200 mm for M type Fixed VMS</p> <p>Depth (minimum): 200 mm (for all types).</p>	2155. M type Full Fixed VMS not to be considered.



S. No.	Item	Existing Clause	Modifications
		2156. 17: VMS shall be provided at the start and the end of the project (full gantry), black spot locations (L type), and junctions with NH/Expressway (full gantry) or any other location specified in the contract /Concession agreement. Minimum 2 Trolley mounted Portable VMS shall be provided in each Project.	<ul style="list-style-type: none"> <li>➤ VMS to be provided as per the locations mentioned in the table (Schedule-B).</li> <li>➤ 6no. Portable VMS as per the locations mentioned in the table (Schedule-B).</li> </ul>
2157. 6	2158. Mobile Radio Communication System (MRCS)		2159. Deleted.
2160. 7	2161. ATMS Control Centre with ATMS Software	<p>2162. 10.1: This Specification lays down the general, functional and technical requirement of the ATMS Control Centre.</p> <p>The Control Centre shall accommodate following equipment and software:</p> <ul style="list-style-type: none"> <li>➤ Central Computer Server (with integrated ATMS Software including the traffic Management and Rescue module, integrated audio communication unit &amp; support for relevant Mobile smartphone applications)</li> <li>➤ Emergency all management system equipment and software</li> </ul>	<p>2163. ATMS Control Centre to have equipment as mentioned Form F-2 Cost Break up.</p> <p>2164. Dedicated Video Wall: The Contractor shall maintain 1 dedicated</p>

S. No.	Item	Existing Clause	Modifications
		<ul style="list-style-type: none"> <li>➤ Integrated Traffic Management (ITM) console consisting of mainly the ITM workstation(s), the Integrated audio communication unit and further integrated with the               <ol style="list-style-type: none"> <li>1. Larger Display Board based on the video wall 3X2 metres</li> <li>2. CCTV Console</li> <li>3. VIDES console and Dedicated Video wall (minimum 75” smart TV)</li> <li>4. Other equipment</li> </ol> </li> <li>➤ ATMS Software</li> <li>➤ Mobile Radio operator and configuration equipment and software</li> <li>➤ Backbone communication equipment and Network Management System for the same.</li> <li>➤ Printer</li> <li>➤ Uninterrupted redundant power supply with supply system and backup firewall, IDS, IPS and other network security component and critical system such as servers, storage etc</li> <li>➤ TMC Central Processing Servers in hot standby configuration (Primary+ Secondary)</li> <li>➤ Backup video recording (only incidents) server with adequate inbuilt storage and hot standby.</li> <li>➤ Mains power supply system and Disel Generator set equipment.</li> </ul> <p>The ATMS Contractor shall also undertake</p>	<p>video wall which will display following with chainages:</p> <ul style="list-style-type: none"> <li>✓ TMCS Camera locations</li> <li>✓ VIDES Locations</li> <li>✓ ATCS Locations</li> <li>✓ Major Junctions</li> <li>✓ Major Locations</li> <li>✓ Toll Plaza Locations</li> <li>✓ Major incidents/breakdown etc.</li> </ul> <p>The size of ATMS Command And Control Center shall be minimum 150 Sqm plinth area. The ATMS Contractor shall set up the Command Center, with electrical, lighting, electrical connection, DG set, power backup, HVAC works, access control, building CCTV, PTZ cameras outside building,</p>

S. No.	Item	Existing Clause	Modifications
		any additional civil works, interior works, MEP works, for setting up the Command Centre including all additional related electrical, lighting, electrical connection, DG set, power backup, HVAC works, access control, building CCTV, PTZ cameras outside building, fire fighting system, alarm, fire extinguishers, raised floor, housekeeping, building cleaning, maintenance, recurring charges including electricity bills, telephone bills, DG fuel, servicing, security.	firefighting system, alarm, fire extinguishers, raised floor, housekeeping, building cleaning, maintenance, recurring charges including electricity bills, telephone bills, DG fuel, servicing, security, insurance
2165. 8	2166. Advance Traffic Control System (ATCS)	2167. Not available	2168. Proposed in order to ensure hassle free traffic. The functional specifications are mentioned under Additional Equipment.
2169. 9	2170. Network Infrastructure for Data Communication		2171. <u>Additional scope of work related to OFC</u>  System required for Maintenance: Scope of work includes the OFC management by maintaining required number of machines/equipment (OTDR, splicing machine etc.)

S. No.	Item	Existing Clause	Modifications
2172. 10	2173. Meteorological Data System		2174. As per Clause 816.13 of Specifications for Road and Bridge Works (MORTH 5 <sup>th</sup> Revision). The detailed specifications are mentioned under Additional Equipment.

### **Additional Equipment:**

#### **Advance Traffic Control System (ATCS)**

This system is required in those major junctions where there is a probability of traffic jam due to abnormal high traffic in particular direction. To control the same and to ensure free flowing traffic; timing of traffic light changes as per the traffic.

#### **Purpose:**

- Adaptive traffic control systems respond to changes in traffic patterns in real-time
- Continuously detect vehicular traffic volume, compute "optimal" signal timings based on this detected volume and simultaneously implement them at the traffic junction
- Results in reduced delays, shorter queues and decreased travel times

#### **Increased**

- Lane carrying capacity
- Travel speeds

#### **Reduction**

- Delay, stops, queue
- Fuel consumption and emissions

- drop in accident rate

### **Traffic Management**

- Prioritizing
- Green Wave Routes

### **Special events**

- Diversions
- Incidents Detection

## **Meteorological Data System**

### **General**

The Meteorological Data System shall consist of wind sensors for monitoring wind speed and direction, visibility sensors for detection of visibility changes resulting from fog or dust storm, atmospheric sensors to measure air temperature and humidity and road condition sensor to read road surface temperature. The system configuration shall therefore comprise thermocouple/dynamometer, humidity meter, anemometer and visibility meter.

### **Technical Requirements**

The Meteorological Data System shall communicate the measurement to the Control Center. It shall be compact, rugged in design and having ease of maintenance and shall be capable of detecting and keeping track of the surface temperature of the Highway surface and initiate appropriate alarms at the Control Centre.

The Met. Sensor shall meet following requirements

### **Relative Humidity Sensor**

Range	:	1100%
Minimum Accuracy	:	$\pm 2\%$ RH
Resolution	:	0.1%
Temperature Range	:	-5°C to +60°C
Sensor Mechanism	:	The sensor shall be adequately protected against dust/pollution and shall provide a linear output voltage for 0-100% humidity

**Air Temperature Sensor**

Range	:	-30°C to +70°C
Sensing Element	:	should provide a linear output for the entire range of temperature
Resolution	:	0.1% of range
Accuracy	:	±0.3% of range

**Visibility Sensor**

Range	:	50 to 1500 m
Wavelength	:	880 nm
Sensor Type	:	Infrared sensor, source and detector
Accuracy	:	±15%

**Wind Direction Sensor**

Threshold Speed	:	Less than 0.3 m/s
Accuracy	:	Better than ±5%
Damping ratio	:	0.7

**Wind Speed Sensor**

Range	:	Up to 79 m/s
Threshold Speed	:	Less than 0.3 m/s
Accuracy	:	±2%
Output Signals	:	Average Wind/Average Gust

**Road Condition Sensor**

Temperature Sensor Range	:	-10°C to +60°C
Resolution	:	0.1°C
Accuracy	:	±0.2°C
Wet/Dry Sensor		

Output : ON/OFF

### **Data Acquisition Controller**

The Data Acquisition Controller shall meet the following requirements:

- i) Be suitable for all the supplied sensors,
- ii) Have appropriate number and type of inputs in order to service all the sensors,
- iii) Incorporate an LCD display to allow local monitoring of the data,
- iv) Have a memory backup (upto7days) to retain data locally in case of Communication failure.

## Forms and Procedures

### Form of Completion Certificate

Date: \_\_\_\_\_

Loan/Credit N°: \_\_\_\_\_

RFB N°: \_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

Dear Ladies and/or Gentlemen,

Pursuant to GCC Clause 24 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated \_\_\_\_\_, relating to the \_\_\_\_\_, we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: \_\_\_\_\_

2. Date of Completion: \_\_\_\_\_

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

\_\_\_\_\_

Title

(Authority Engineer)



## Form of Operational Acceptance Certificate

Date: \_\_\_\_\_

Loan/Credit N<sup>o</sup>: \_\_\_\_\_RFB N<sup>o</sup>: \_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

Dear Ladies and/or Gentlemen,

Pursuant to GCC Sub-Clause 25.3 (Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated \_\_\_\_\_, relating to the \_\_\_\_\_, we hereby notify you that the Functional Guarantees of the following part(s) of the Facilities were satisfactorily attained on the date specified below.

1. Description of the Facilities or part thereof: \_\_\_\_\_
2. Date of Operational Acceptance: \_\_\_\_\_

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

\_\_\_\_\_

Title

(Authority Engineer)

## **Change Order Procedure and Forms**

Date: \_\_\_\_\_

Loan/Credit N°: \_\_\_\_\_

RFB N°: \_\_\_\_\_

### **CONTENTS**

1. General
2. Change Order Log
3. References for Changes

### **ANNEXES**

- Annex 1 Request for Change Proposal
- Annex 2 Estimate for Change Proposal
- Annex 3 Acceptance of Estimate
- Annex 4 Change Proposal
- Annex 5 Change Order
- Annex 6 Pending Agreement Change Order
- Annex 7 Application for Change Proposal

## **Change Order Procedure**

### **1. General**

This section provides samples of procedures and forms for implementing changes in the Facilities during the performance of the Contract in accordance with GCC Clause 39 (Change in the Facilities) of the General Conditions.

### **2. Change Order Log**

The Contractor shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Changes authorized or pending, as Annex 8. Entries of the Changes in the Change Order Log shall be made to ensure that the log is up-to-date. The Contractor shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Employer.

### **3. References for Changes**

- (1) Request for Change as referred to in GCC Clause 39 shall be serially numbered CR-X-nnn.
- (2) Estimate for Change Proposal as referred to in GCC Clause 39 shall be serially numbered CN-X-nnn.
- (3) Acceptance of Estimate as referred to in GCC Clause 39 shall be serially numbered CA-X-nnn.
- (4) Change Proposal as referred to in GCC Clause 39 shall be serially numbered CP-X-nnn.
- (5) Change Order as referred to in GCC Clause 39 shall be serially numbered CO-X-nnn.

Note: (a) Requests for Change issued from the Employer's Home Office and the Site representatives of the Employer shall have the following respective references:

Home Office	CR-H-nnn
Site	CR-S-nnn

- (b) The above number "nnn" is the same for Request for Change, Estimate for Change Proposal, Acceptance of Estimate, Change Proposal and Change Order.

**Annex 1. Request for Change Proposal**

(Employer’s Letterhead)

To: \_\_\_\_\_

Date: \_\_\_\_\_

Attention: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Dear Ladies and/or Gentlemen:

With reference to the captioned Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within \_\_\_\_\_ days of the date of this letter\_\_\_\_\_.

1. Title of Change: \_\_\_\_\_
2. Change Request No. \_\_\_\_\_
3. Originator of Change: Employer: \_\_\_\_\_  
Contractor (by Application for Change Proposal No. \_\_\_\_\_<sup>29</sup>):
4. Brief Description of Change: \_\_\_\_\_
5. Facilities and/or Item No. of equipment related to the requested Change: \_\_\_\_\_
6. Reference drawings and/or technical documents for the request of Change:  

<u>Drawing No./Document No.</u>	<u>Description</u>
---------------------------------	--------------------
7. Detailed conditions or special requirements on the requested Change: \_\_\_\_\_
8. General Terms and Conditions:

\_\_\_\_\_

- (a) Please submit your estimate to us showing what effect the requested Change will have on the Contract Price.
- (b) Your estimate shall include your claim for the additional time, if any, for completion of the requested Change.
- (c) If you have any opinion negative to the adoption of the requested Change in connection with the conformability to the other provisions of the Contract or the safety of the Plant or Facilities, please inform us of your opinion in your proposal of revised provisions.
- (d) Any increase or decrease in the work of the Contractor relating to the services of its personnel shall be calculated.
- (e) You shall not proceed with the execution of the work for the requested Change until we have accepted and confirmed the amount and nature in writing.

---

(Employer's Name)

---

(Signature)

---

(Name of signatory)

---

(Title of signatory)

## Annex 2. Estimate for Change Proposal

(Contractor’s Letterhead)

To: \_\_\_\_\_

Date: \_\_\_\_\_

Attention: \_\_\_\_\_

Contract Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Dear Ladies and/or Gentlemen:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change Proposal in accordance with GCC Sub-Clause 39.2.1 of the General Conditions. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Sub-Clause 39.2.2, is required before estimating the cost for change work.

1. Title of Change: \_\_\_\_\_
2. Change Request No./Rev.: \_\_\_\_\_
3. Brief Description of Change: \_\_\_\_\_
4. Scheduled Impact of Change: \_\_\_\_\_
5. Cost for Preparation of Change Proposal: \_\_\_\_\_<sup>30</sup>

(a) Engineering	(Amount)
-----------------	----------

(i) Engineer	_____ hrs	x	_____ rate/hr	=	_____
--------------	-----------	---	---------------	---	-------

(ii) Draftsperson	_____ hrs	x	_____ rate/hr	=	_____
-------------------	-----------	---	---------------	---	-------

Sub-total	_____ hrs				_____
-----------	-----------	--	--	--	-------

Total Engineering Cost	_____
------------------------	-------

(b) Other Cost	_____
----------------	-------

---

<sup>30</sup> Costs shall be in Rs.

Total Cost (a) + (b)

\_\_\_\_\_

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of signatory)

\_\_\_\_\_  
(Title of signatory)

**Annex 3. Acceptance of Estimate**

(Employer's Letterhead)

To: \_\_\_\_\_

Date: \_\_\_\_\_

Attention: \_\_\_\_\_ *[Name and title]*

Contract Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Dear Ladies and/or Gentlemen:

We hereby accept your Estimate for Change Proposal and agree that you should proceed with the preparation of the Change Proposal.

1. Title of Change: \_\_\_\_\_
2. Change Request No./Rev.: \_\_\_\_\_
3. Estimate for Change Proposal No./Rev.: \_\_\_\_\_
4. Acceptance of Estimate No./Rev.: \_\_\_\_\_
5. Brief Description of Change: \_\_\_\_\_
6. Other Terms and Conditions: In the event that we decide not to order the Change accepted, you shall be entitled to compensation for the cost of preparation of Change Proposal described in your Estimate for Change Proposal mentioned in para. 3 above in accordance with GCC Clause 39 of the General Conditions.

\_\_\_\_\_  
(Employer's Name)



---

(Signature)

---

(Name and Title of signatory)

## Annex 4. Change Proposal

(Contractor’s Letterhead)

To: \_\_\_\_\_ *[Employer’s name and address]*      Date: \_\_\_\_\_

Attention: \_\_\_\_\_ *[Name and title]*

Contract Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Dear Ladies and/or Gentlemen:

In response to your Request for Change Proposal No. \_\_\_\_\_, we hereby submit our proposal as follows:

1. Title of Change: \_\_\_\_\_
2. Change Proposal No./Rev.: \_\_\_\_\_
3. Originator of Change: Employer: / \_\_\_\_\_  
Contractor: \_\_\_\_\_
4. Brief Description of Change: \_\_\_\_\_
5. Reasons for Change: \_\_\_\_\_
6. Facilities and/or Item No. of Equipment related to the requested Change:  
\_\_\_\_\_
7. Reference drawings and/or technical documents for the requested Change:  

<u>Drawing/Document No.</u>	<u>Description</u>
8. Estimate of increase/decrease to the Contract Price resulting from Change Proposal:<sup>31</sup>  

(Amount)

---

<sup>31</sup> Costs shall be in Rs.

- (a) Direct material \_\_\_\_\_
- (b) Major construction equipment \_\_\_\_\_
- (c) Direct field labor (Total \_\_\_\_\_ hrs) \_\_\_\_\_
- (d) Subcontracts \_\_\_\_\_
- (e) Indirect material and labor \_\_\_\_\_
- (f) Site supervision \_\_\_\_\_

(g) Head office technical staff salaries

Process engineer	_____ hrs @ _____ rate/hr	_____
Project engineer	_____ hrs @ _____ rate/hr	_____
Equipment engineer	_____ hrs @ _____ rate/hr	_____
Procurement	_____ hrs @ _____ rate/hr	_____
Draftsperson	_____ hrs @ _____ rate/hr	_____
Total	_____ hrs	_____

- (h) Extraordinary costs (computer, travel, etc.) \_\_\_\_\_
- (i) Fee for general administration, \_\_\_\_\_ % of Items \_\_\_\_\_
- (j) Taxes and duties \_\_\_\_\_

Total lump sum cost of Change Proposal \_\_\_\_\_

*(Sum of items (a) to (j))*

Cost to prepare Estimate for Change Proposal \_\_\_\_\_

*(Amount payable if Change is not accepted)*

9. Additional time for Completion required due to Change Proposal
10. Effect on the Functional Guarantees
11. Effect on the other terms and conditions of the Contract
12. Validity of this Proposal: within [Number] days after receipt of this Proposal by the Employer
13. Other terms and conditions of this Change Proposal:

- (a) You are requested to notify us of your acceptance, comments or rejection of this detailed Change Proposal within \_\_\_\_\_ days from your receipt of this Proposal.
- (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.
- (c) Contractor’s cost for preparation of this Change Proposal:<sup>2</sup>

---

(Contractor’s Name)

---

(Signature)

---

(Name of signatory)

---

(Title of signatory)

---

<sup>2</sup> Specify where necessary.

**Annex 5. Change Order**

(Employer's Letterhead)

To: \_\_\_\_\_ [*Contractor's name and address*] Date: \_\_\_\_\_Attention: \_\_\_\_\_ [*Name and title*]

Contract Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Dear Ladies and/or Gentlemen:

We approve the Change Order for the work specified in the Change Proposal (No. \_\_\_\_\_), and agree to adjust the Contract Price, Time for Completion and/or other conditions of the Contract in accordance with GCC Clause 39 of the General Conditions.

1. Title of Change: \_\_\_\_\_
2. Change Request No./Rev.: \_\_\_\_\_
3. Change Order No./Rev.: \_\_\_\_\_
4. Originator of Change: Employer: \_\_\_\_\_  
Contractor: \_\_\_\_\_
5. Authorized Price:  
Ref. No.: \_\_\_\_\_ Date: \_\_\_\_\_  
Rs. \_\_\_\_\_
6. Adjustment of Time for Completion  
None                      Increase \_\_\_\_\_ days                      Decrease \_\_\_\_\_ days
7. Other effects, if any

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employer)

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Contractor)

**Annex 6. Pending Agreement Change Order**

(Employer's Letterhead)

To: \_\_\_\_\_ [*Contractor's name and address*] Date: \_\_\_\_\_Attention: \_\_\_\_\_ [*Name and title*]

Contract Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Dear Ladies and/or Gentlemen:

We instruct you to carry out the work in the Change Order detailed below in accordance with GCC Clause 39 of the General Conditions.

1. Title of Change: \_\_\_\_\_
2. Employer's Request for Change Proposal No./Rev.:  
\_\_\_\_\_ dated: \_\_\_\_\_
3. Contractor's Change Proposal No./Rev.: \_\_\_\_\_ dated:  
\_\_\_\_\_
4. Brief Description of Change: \_\_\_\_\_
5. Facilities and/or Item No. of equipment related to the requested Change:  
\_\_\_\_\_
6. Reference Drawings and/or technical documents for the requested Change:  

<u>Drawing/Document No.</u>	<u>Description</u>
-----------------------------	--------------------
7. Adjustment of Time for Completion:
8. Other change in the Contract terms:
9. Other terms and conditions:

---

(Employer's Name)

---

(Signature)

---

(Name of signatory)

---

(Title of signatory)

## **Annex 7. Application for Change Proposal**

(Contractor’s Letterhead)

To: \_\_\_\_\_ *[Employer’s name and address]*      Date: \_\_\_\_\_

Attention: \_\_\_\_\_ *[Name and title]*

Contract Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Dear Ladies and/or Gentlemen:

We hereby propose that the below-mentioned work be treated as a Change in the Facilities.

1. Title of Change: \_\_\_\_\_
  2. Application for Change Proposal No./Rev.: \_\_\_\_\_ dated:  
\_\_\_\_\_
  3. Brief Description of Change: \_\_\_\_\_
  4. Reasons for Change:
  5. Order of Magnitude Estimation (Rs.):
  6. Scheduled Impact of Change:
  7. Effect on Functional Guarantees, if any:
  8. Appendix:
-



(Contractor's Name)

---

(Signature)

---

(Name of signatory)

---

(Title of signatory)

## **Drawings**

## **Supplementary Information**



## **PART 3 – Conditions of Contract and Contract Forms**



## Section VIII - General Conditions of Contract

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# General Conditions of Contract

## A. Contract and Interpretation

### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

“Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

“Contract Documents” means the documents listed in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments thereto).

“GCC” means the General Conditions of Contract hereof.

“PCC” means the Particular Conditions of Contract.

“day” means calendar day.

“year” means 365 days.

“month” means calendar month.

“Party” means the Employer or the Contractor, as the context requires, and “Parties” means both of them.

“Employer” means the person **named as such in the PCC** and includes the legal successors or permitted assigns of the Employer.

“Authority Engineer” means the person appointed by the Employer in the manner provided in GCC Sub-Clause 17.1 (Authority Engineer) hereof and **named as such in the PCC** to perform the duties delegated by the Employer.

“Contractor” means the person(s) whose Bid to perform the Contract has been accepted by the Employer and is named as Contractor in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.

“Contractor’s Representative” means any person nominated by the Contractor and approved by the Employer in the manner provided in GCC Sub-Clause 17.2 (Contractor’s Representative and Construction Manager) hereof to perform the duties delegated by the Contractor.

“Construction Manager” means the person appointed by the Contractor’s Representative in the manner provided in GCC Sub-Clause 17.2.4.

“Subcontractor,” including manufacturers, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

“The Bank” means the financing institution **named in the PCC**.

“Contract Price” means the sum specified in Article 2.1 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

“Facilities” means the Plant to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.

“Plant” means permanent plant, equipment, machinery, apparatus, materials, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor under GCC Sub-Clause 7.3 hereof), but does not include Contractor’s Equipment.

“Installation Services” means all those services ancillary to the supply of the Plant for the Facilities, to be provided by the Contractor under the Contract, such as transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, precommissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc... as the case may require.

“Contractor’s Equipment” means all facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant, or other things intended to form or forming part of the Facilities.

“Country of Origin” means the countries and territories eligible under the rules of the Bank as further **elaborated in the PCC**.

“Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the

Contract as forming part of the Site.

“Effective Date” means the date of fulfillment of all conditions stated in Article 3 (Effective Date) of the Contract Agreement, from which the Time for Completion shall be counted.

“Time for Completion” means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained, as referred to in GCC Clause 8 and in accordance with the relevant provisions of the Contract.

“Completion” means that the Facilities (or a specific part thereof where specific parts are specified in the Contract) have been completed operationally and structurally and put in a tight and clean condition, that all work in respect of Precommissioning of the Facilities or such specific part thereof has been completed, and that the Facilities or specific part thereof are ready for Commissioning as provided in GCC Clause 24 (Completion) hereof.

“Precommissioning” means the testing, checking and other requirements specified in the Employer’s Requirements that are to be carried out by the Contractor in preparation for Commissioning as provided in GCC Clause 24 (Completion) hereof.

“Commissioning” means operation of the Facilities or any part thereof by the Contractor following Completion, which operation is to be carried out by the Contractor as provided in GCC Sub-Clause 25.1 (Commissioning) hereof, for the purpose of carrying out Guarantee Test(s).

“Guarantee Test(s)” means the test(s) specified in the Employer’s Requirements to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, in accordance with the provisions of GCC Sub-Clause 25.2 (Guarantee Test) hereof.

“Operational Acceptance” means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor’s fulfillment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC Clause 28 (Functional Guarantees) hereof and shall include deemed acceptance in accordance with GCC Clause 25 (Commissioning and Operational Acceptance) hereof.

“Defect Liability Period” means the period of validity of the

warranties given by the Contractor commencing at Completion of the Facilities or a part thereof, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GCC Clause 27 (Defect Liability) hereof.

## 2. Contract Documents

2175.2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

## 2176. 3. Interpretation

2177.3.1 In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word “agree,” “agreed,” or “agreement” require the agreement to be recorded in writing;
- (d) the word “tender” is synonymous with “Bid,” “tenderer,” with “Bidder,” and “tender documents” with “Bidding Document,” and
- (e) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

## 3.2 Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by *Incoterms*.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1<sup>er</sup>, 75008 Paris, France.

### 3.3 Entire Agreement

Subject to GCC Sub-Clause 16.4 hereof, the Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of Contract.

### 3.4 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each Party hereto.

### 3.5 Independent Contractor

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the Parties hereto. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Employer.

### 3.6 Non-Waiver

3.6.1 Subject to GCC Sub-Clause 3.6.2 below, no relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect or restrict the rights of that Party under the Contract, nor shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.6.2 Any waiver of a Party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.

### 3.7 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or

unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 3.8 Country of Origin

“Origin” means the place where the plant and component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.

## 2178. 4. **Communications**

2179.4.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- (a) in writing and delivered against receipt; and
- (b) delivered, sent or transmitted to the address for the recipient’s communications as stated in the Contract Agreement.

When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Authority Engineer, a copy shall be sent to the Authority Engineer or the other Party, as the case may be.

## 2180. 5. **Law and Language**

2181.5.1 The Contract shall be governed by and interpreted in accordance with laws of the country **specified in the PCC**.

5.2 The ruling language of the Contract shall be that **stated in the PCC**.

5.3 The language for communications shall be the ruling language unless otherwise **stated in the PCC**.

## 2182. 6. **Fraud and Corruption**

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

6.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose

of the commission, gratuity or fee.

## B. Subject Matter of Contract

### 2183. 7. Scope of Facilities

2184.7.1 Unless otherwise expressly limited in the Employer's Requirements, the Contractor's obligations cover the provision of all ~~Plant and~~ the performance of all Installation Services required for the design, and the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Precommissioning and delivery) of the Plant, and the installation, completion and commissioning of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Section, Employer's Requirements. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment, spare parts (as specified in GCC Sub-Clause 7.3 below) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by the Employer, as set forth in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer.

7.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.

7.3 In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities for the period **specified in the PCC** and the provisions, if any, **specified in the PCC**. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer and the Contractor. The price of such spare parts shall include the purchase price therefor and other costs and expenses (including the Contractor's fees) relating to the supply of spare parts.

**2185. 8. Time  
for Commence-  
ment and  
Completion**

2186.8.1 The Contractor shall commence work on the Facilities within the period **specified in the PCC** and without prejudice to GCC Sub-Clause 26.2 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in the Appendix to the Contract Agreement titled Time Schedule.

8.2 The Contractor shall attain Completion of the Facilities or of a part where a separate time for Completion of such part is specified in the Contract, within the time **stated in the PCC** or within such extended time to which the Contractor shall be entitled under GCC Clause 40 hereof.

**2187. 9.  
Contractor's  
Responsibilities**

2188.9.1 The Contractor shall Supply, Install, Test, Commission and Operate & Maintain including associated purchases and/or subcontracting, install and complete the Facilities in accordance with the Contract. When completed, the Facilities should be fit for the purposes for which they are intended as defined in the Contract.

9.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities including any data as to boring tests provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site if access thereto was available and of other data readily available to it relating to the Facilities as of the date twenty-eight (28) days prior to Bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

9.3 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 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 GCC Sub-Clause 10.3 hereof and that are necessary for the performance of the Contract.

9.4 The Contractor shall comply with all laws in force in the country where the Facilities are to be implemented. The laws will include



all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. 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 GCC Sub-Clause 10.1 hereof.

- 9.5 Any Plant and Installation Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GCC Clause 1 (Country of Origin). Any subcontractors retained by the Contractor shall be from a country as specified in GCC Clause 1 (Country of Origin).
- 9.6 If the Contractor is a joint venture, or association (JV) of two or more persons, all such persons shall be jointly and severally bound 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 JV. The composition or the constitution of the JV shall not be altered without the prior consent of the Employer.
- 9.7 Pursuant to paragraph 2.2 e. of Appendix B to the General Conditions the Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 6.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 9.8 The Contractor shall comply with the specified Environmental, Social, Health, and Safety requirements, including ESHS Code of Conduct that will apply to its employees and subcontractors.
- 9.9 Unless otherwise specified in the Contract or agreed upon by the Employer and the Contractor, the Contractor shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities; and shall perform all work and services of whatsoever nature, including those required to properly carry out Precommissioning, Commissioning and Guarantee Tests, all in accordance with the

provisions of the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, at or before the time specified in the program furnished by the Contractor under GCC Sub-Clause 18.2 hereof and in the manner thereupon specified or as otherwise agreed upon by the Employer and the Contractor.

9.10 The Contractor shall be responsible for the continued operation of the Facilities after Completion upto maintenance period,

9.11 All costs and expenses involved in the performance of the obligations under this GCC Clause 9 shall be the responsibility of the Contractor.

**2189. 10.  
Employer's  
Responsibilities**

2190. 10.1 All information and/or data to be supplied by the Employer as described in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, shall be deemed to be accurate, except when the Employer expressly states otherwise.

10.2 The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer. The Employer shall give full possession of and accord all rights of access thereto on or before the date(s) specified in that Appendix.

10.3 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 country where the Site is located which (a) such authorities or undertakings require the Employer to obtain in the Employer's name, (b) 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, and (c) are specified in the Appendix (Scope of Works and Supply by the Employer).

10.4 If requested by the Contractor, the Employer shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain.

10.5 Deleted

10.6 The Employer shall be responsible for the continued operation of the Facilities after Completion, in accordance with GCC Sub-Clause 24.8, and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with GCC Sub-Clause 25.2.

10.7 Deleted

10.8 In the event that the Employer shall be in breach of any of his obligations under this Clause, the additional cost incurred by the Contractor in consequence thereof shall be determined by the Authority Engineer and added to the Contract Price.

### C. Payment

#### 11. Contract Price

11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.

11.2 Unless an adjustment clause is **provided for in the PCC**, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the Facilities or as otherwise provided in the Contract.

11.3 Subject to GCC Sub-Clauses 9.2, 10.1 and 35 hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

#### 12. Terms of Payment

2191.12.1 The Contract Price shall be paid as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement and in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which also outlines the procedures to be followed in making application for and processing payments.

12.2 No payment made by the Employer herein shall be deemed to constitute acceptance by the Employer of the Facilities or any part(s) thereof.

12.3 In the event that the Employer fails to make any payment by its respective due date or within the period set forth in the Contract, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the rate(s) shown in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, for

the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

- 12.4 The currency or currencies in which payments are made to the Contractor under this Contract shall be specified in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's Bid.

**2192. 13.  
Securities**

**2193. 13.1     Issuance of Securities**

The Contractor shall provide the securities specified below in favor of the Employer at the times, and in the amount, manner and form specified below.

~~2194.~~ 13.2     Deleted

**13.3     Performance Security**

- 13.3.1 The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the Contract in the amount **specified in the PCC**.

- 13.3.2 The Performance Security shall be denominated in the currency or currencies of the Contract, or in a freely convertible currency acceptable to the Employer, and shall be in the form provided in Section X, Contract Forms, corresponding to the type of bank guarantee stipulated by the Employer in the PCC.

- 13.3.3 Unless otherwise specified in the PCC, the security shall be reduced by half on the date of the Operational Acceptance. The Security shall become null and void, or shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate Time for Completion is provided, five hundred and forty (540) days after Completion of the Facilities or three hundred and sixty five (365) days after Operational Acceptance of the Facilities, whichever occurs first; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 27.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor, pursuant to GCC Sub-Clause

27.10, is liable for an extended defect liability obligation, the Performance Security shall be extended for the period specified in the PCC pursuant to GCC Sub-Clause 27.10 and up to the amount specified in the PCC.

13.3.4 The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract. The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.

**2195. 14. Taxes and Duties**

2196. 14.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

14.2 (Deleted)

14.3 If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the country where the Site is located, the Employer shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.

14.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date twenty-eight (28) days prior to the date of Bid submission in the country where the Site is located (hereinafter called "Tax" in this GCC Sub-Clause 14.4). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor, Subcontractors or their employees in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GCC Clause 36 hereof.

## **D. Intellectual Property**

### **15. License/Use of Technical Information**

- 15.1 For the operation and maintenance of the Plant, the Contractor hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to the Employer under the patents, utility models or other industrial property rights owned by the Contractor or by a third Party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Employer a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to the Employer under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how or other intellectual property right from the Contractor or any third Party to the Employer.
- 15.2 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third Party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party.

### **16. Confidential Information**

- 2197.16.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third Party any documents, data or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. 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 GCC Clause 16.
- 16.2 The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant, construction or such other work and services as are required for the performance of the Contract.

- 16.3 The obligation of a Party under GCC Sub-Clauses 16.1 and 16.2 above, however, shall not apply to that information which
- (a) now or hereafter enters the public domain through no fault of that Party
  - (b) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto
  - (c) otherwise lawfully becomes available to that Party from a third Party that has no obligation of confidentiality.
- 16.4 The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- 16.5 The provisions of this GCC Clause 16 shall survive termination, for whatever reason, of the Contract.

## **E. Execution of the Facilities**

### **17. Representatives    17.1 Authority Engineer**

If the Authority Engineer is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of the Authority Engineer. The Employer may from time to time appoint some other person as the Authority Engineer in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the Facilities. Such appointment shall only take effect upon receipt of such notice by the Contractor. The Authority Engineer shall represent and act for the Employer at all times during the performance of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Authority Engineer, except as herein otherwise provided.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Authority Engineer,

except as herein otherwise provided.

**17.2 Contractor's Representative & Construction Manager**

17.2.1 If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefor, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 17.2.1 shall apply thereto.

17.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the performance of the Contract and shall give to the Authority Engineer all the Contractor's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the Employer or the Authority Engineer to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Sub-Clause 17.2.1.

17.2.3 The Contractor's Representative may, subject to the approval of the Employer which shall not be unreasonably withheld, at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or



revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Authority Engineer.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 17.2.3 shall be deemed to be an act or exercise by the Contractor's Representative.

17.2.4 From the commencement of installation of the Facilities at the Site until Completion, the Contractor's Representative shall appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as the Construction Manager's deputy.

17.2.5 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC Sub-Clause 22.4. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.

17.2.6 If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 17.2.5, the Contractor shall, where required, promptly appoint a replacement.

## **18. Work Program**      2198.18.1      Contractor's Organization

The Contractor shall supply to the Employer and the Authority Engineer a chart showing the proposed organization to be established by the Contractor for carrying out work on the Facilities within twenty-one (21) days of the Effective Date. The chart shall include the identities of the key personnel and the curricula vitae of such key personnel to be employed shall be supplied together with the chart. The Contractor shall promptly inform the Employer and the Authority Engineer in writing of any revision or alteration of such an organization chart.

### 18.2 Program of Performance

Within twenty-eight (28) days after the Effective Date, the Contractor shall submit to the Authority Engineer a detailed program of performance of the Contract, made in a form acceptable to the Authority Engineer and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and precommission the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall accord with the Time Schedule included in the Appendix to the Contract Agreement titled Time Schedule, and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Authority Engineer, but without modification in the Times for Completion specified in the PCC pursuant to Sub-Clause 8.2 and any extension granted in accordance with GCC Clause 40, and shall submit all such revisions to the Authority Engineer.

### 18.3 Progress Report

The Contractor shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 18.2 above, and supply a progress report to the Authority Engineer every month.

The progress report shall be in a form acceptable to the Authority Engineer and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

### 18.4 Progress of Performance

If at any time the Contractor's actual progress falls behind the program referred to in GCC Sub-Clause 18.2, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Authority Engineer, prepare and submit to the Authority Engineer a revised program, taking into account the prevailing circumstances, and shall

notify the Authority Engineer of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC Sub-Clause 8.2, any extension thereof entitled under GCC Sub-Clause 40.1, or any extended period as may otherwise be agreed upon between the Employer and the Contractor.

#### 18.5 Procedures

The Contract shall be executed in accordance with the Contract Documents including the procedures given in the Forms and Procedures of the Employer's Requirements.

The Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

#### **2199. 19. Subcontracti ng**

2200. 19.1 The Appendix to the Contract Agreement titled List of Major Items of Plant and Installation Services and List of Approved Subcontractors, specifies major items of supply or services and a list of approved Subcontractors against each item, including manufacturers. Insofar as no Subcontractors are listed against any such item, the Contractor shall prepare a list of Subcontractors for such item for inclusion in such list. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to the Employer for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the Employer for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.

19.2 The Contractor shall select and employ its Subcontractors for such major items from those listed in the lists referred to in GCC Sub-Clause 19.1.

19.3 For items or parts of the Facilities not specified in the Appendix to the Contract Agreement titled List of Major Items of Plant and Installation Services and List of Approved Subcontractors, the Contractor may employ such Subcontractors as it may select, at its discretion.

19.4 Each sub-contract shall include provisions which would entitle the Employer to require the sub-contract to be assigned to the Employer under GCC 19.5 (if and when applicable), or

in event of termination by the Employer under GCC 42.2.

- 19.5 If a subcontractor's obligations extend beyond the expiry date of the relevant Defects Liability Period and the Authority Engineer, prior to that date, instructs the Contractor to assign the benefits of such obligations to the Employer, then the Contractor shall do so.

**2201. 20. Design and Engineering**

**2202. 20.1 Specifications and Drawings**

- 20.1.1 The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.

The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Authority Engineer or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.

- 20.1.2 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Employer, by giving a notice of such disclaimer to the Authority Engineer.

**20.2 Codes and Standards**

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of Bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied subject to approval by the Employer and shall be treated in accordance with GCC Clause 39.

**20.3 Approval/Review of Technical Documents by Authority Engineer**

- 20.3.1 The Contractor shall prepare or cause its Subcontractors to prepare, and furnish to the Authority

Engineer the documents listed in the Appendix to the Contract Agreement titled List of Documents for Approval or Review, for its approval or review as specified and in accordance with the requirements of GCC Sub-Clause 18.2 (Program of Performance).

Any part of the Facilities covered by or related to the documents to be approved by the Authority Engineer shall be executed only after the Authority Engineer's approval thereof.

GCC Sub-Clauses 20.3.2 through 20.3.7 shall apply to those documents requiring the Authority Engineer's approval, but not to those furnished to the Authority Engineer for its review only.

20.3.2 Within fourteen (14) days after receipt by the Authority Engineer of any document requiring the Authority Engineer's approval in accordance with GCC Sub-Clause 20.3.1, the Authority Engineer shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefor and the modifications that the Authority Engineer proposes.

If the Authority Engineer fails to take such action within the said fourteen (14) days, then the said document shall be deemed to have been approved by the Authority Engineer.

20.3.3 The Authority Engineer shall not disapprove any document, except on the grounds that the document does not comply with the Contract or that it is contrary to good engineering practice.

20.3.4 If the Authority Engineer disapproves the document, the Contractor shall modify the document and resubmit it for the Authority Engineer's approval in accordance with GCC Sub-Clause 20.3.2. If the Authority Engineer approves the document subject to modification(s), the Contractor shall make the required modification(s), whereupon the document shall be deemed to have been approved.

20.3.5 If any dispute or difference occurs between the Employer and the Contractor in connection with or

arising out of the disapproval by the Authority Engineer of any document and/or any modification(s) thereto that cannot be settled between the Parties within a reasonable period, then such dispute or difference may be Authority Engineersettled as per Contractual Provisions

20.3.6 The Authority Engineer's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Authority Engineer.

20.3.7 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Authority Engineer an amended document and obtained the Authority Engineer's approval thereof, pursuant to the provisions of this GCC Sub-Clause 20.3.

If the Authority Engineer requests any change in any already approved document and/or in any document based thereon, the provisions of GCC Clause 39 shall apply to such request.

**2203. 21.  
Procurement**

**2204. 21.1     Plant**

Subject to GCC Sub-Clause 14.2, the Contractor shall procure and transport all Plant in an expeditious and orderly manner to the Site.

**21.2   Employer-Supplied Plant**

If the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, provides that the Employer shall furnish any specific items to the Contractor, the following provisions shall apply:

21.2.1 The Employer shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the Parties and make such item available to the Contractor at the time specified in the program furnished by the Contractor, pursuant to GCC Sub-Clause 18.2, unless otherwise mutually agreed.

21.2.2 Upon receipt of such item, the Contractor shall inspect the same visually and notify the Authority Engineer of any detected shortage, defect or default. The Employer shall immediately remedy any shortage, defect or default, or the Contractor shall, if practicable and possible, at the request of the Employer, remedy such shortage, defect or default at the Employer's cost and expense. After inspection, such item shall fall under the care, custody and control of the Contractor. The provision of this GCC Sub-Clause 21.2.2 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired.

21.2.3 The foregoing responsibilities of the Contractor and its obligations of care, custody and control shall not relieve the Employer of liability for any undetected shortage, defect or default, nor place the Contractor under any liability for any such shortage, defect or default whether under GCC Clause 27 or under any other provision of Contract.

### 21.3 Transportation

21.3.1 The Contractor shall at its own risk and expense transport all the materials and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.

21.3.2 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the materials and the Contractor's Equipment.

21.3.3 Upon dispatch of each shipment of materials and the Contractor's Equipment, the Contractor shall notify the Employer by telex, cable, facsimile or electronic means, of the description of the materials and of the Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Contractor shall furnish the Employer with relevant shipping documents to be agreed upon between the Parties.

21.3.4 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the materials and the Contractor's

Equipment to the Site. The Employer shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the materials and the Contractor's Equipment to the Site.

#### 21.4 Customs Clearance

The Contractor, if it requires, shall at its own expense, handle all imported materials and Contractor's Equipment at the point(s) of import and shall handle any formalities for customs clearance.

### **2205. 22. Installation**

#### 2206. 22.1 Setting Out/Supervision

22.1.1 Bench Mark: The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer.

If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Authority Engineer of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Authority Engineer. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.

22.1.2 Contractor's Supervision: The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.



## 22.2 Labor:

### 22.2.1 Engagement of Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, housing, feeding and transport.

The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labor that has the necessary skills.

The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labor and personnel to be employed on the Site into the country where the Site is located. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor's personnel.

The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.

### 22.2.2 Persons in the Service of Employer

The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

### 22.2.3 Labor Laws

The Contractor shall comply with all the relevant labor Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

The Contractor shall, in all dealings with its labor and the labor of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

Salient features of major labour and other laws that are applicable to construction industry in India are given as Appendix C to these General Conditions of Contract.

#### 22.2.4 Rates of Wages and Conditions of Labor

The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

#### 22.2.5 Working Hours

No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working

hours **stated in the PCC**, unless:

- (a) otherwise stated in the Contract,
- (b) the Authority Engineer gives consent, or
- (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Authority Engineer.

If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Authority Engineer's consent thereto, the Authority Engineer shall not unreasonably withhold such consent.

This Sub-Clause shall not apply to any work which is customarily carried out by rotary or double-shifts.

#### 22.2.6 Facilities for Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.

The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

#### 22.2.7 Health and Safety

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The Contractor shall appoint an accident prevention

officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

The Contractor shall send to the Authority Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Authority Engineer may reasonably require.

The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the Contractor's employees, all Subcontractors and Employer's and Authority Engineer's' employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labor as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labor.

The Contractor shall include in the program to be submitted for the execution of the Facilities under Sub-Clause 18.2 an alleviation program for Site staff and labor and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting

proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this program shall not exceed the Provisional Sum dedicated for this purpose.

#### 22.2.8 Funeral Arrangements

In the event of the death of any of the Contractor's personnel or accompanying members of their families, the Contractor shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise **specified in the PCC**.

#### 22.2.9 Records of Contractor's Personnel

The Contractor shall keep accurate records of the Contractor's personnel, including the number of each class of Contractor's Personnel on the Site and the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis in a form approved by the Authority Engineer and shall be available for inspection by the Authority Engineer until the Contractor has completed all work.

#### 22.2.10 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

#### 22.2.11 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

#### 22.2.12 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health

authorities, including use of appropriate insecticide.

#### 22.2.13 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal by Contractor's Personnel.

#### 22.2.14 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

#### 22.2.15 Prohibition of All Forms of Forced or Compulsory Labor

The contractor shall not employ “forced or compulsory labor” in any form. “Forced or compulsory labor” consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

#### 22.2.16 Prohibition of Harmful Child Labor

The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, 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.

### 22.3 Contractor's Equipment

22.3.1 All Contractor's Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Authority Engineer's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

22.3.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials

remaining thereon.

22.3.3 The Employer will, if requested, use its best endeavors to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

#### 22.4 Site Regulations and Safety

The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Authority Engineer, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

#### 22.5 Opportunities for Other Contractors

22.5.1 The Contractor shall, upon written request from the Employer or the Authority Engineer, give all reasonable opportunities for carrying out the work to any other contractors employed by the Employer on or near the Site.

22.5.2 If the Contractor, upon written request from the Employer or the Authority Engineer, makes available to other contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for such other contractors, the Employer shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.

22.5.3 The Contractor shall also so arrange to perform its work as to minimize, to the extent possible,

interference with the work of other contractors. The Authority Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Employer in regard to their work.

22.5.4 The Contractor shall notify the Authority Engineer promptly of any defects in the other contractors' work that come to its notice, and that could affect the Contractor's work. The Authority Engineer shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Authority Engineer shall be binding on the Contractor.

## 22.6 Emergency Work

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.

If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine is necessary in order to prevent damage to the Facilities. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefor. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.

## 22.7 Site Clearance

22.7.1 Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for



execution of the Contract.

22.7.2 Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities in a clean and safe condition.

22.8 Watching and Lighting

The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

**2207. 23. Test and Inspection**

2208.23.1 The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and any part of the Facilities as are specified in the Contract.

23.2 The Employer and the Authority Engineer or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

23.3 Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Authority Engineer. The Contractor shall obtain from any relevant third Party or manufacturer any necessary permission or consent to enable the Employer and the Authority Engineer or their designated representatives to attend the test and/or inspection.

23.4 The Contractor shall provide the Authority Engineer with a certified report of the results of any such test and/or inspection.

If the Employer or Authority Engineer or their designated representatives fails to attend the test and/or inspection, or if it is agreed between the Parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Authority Engineer with a certified report of the results

thereof.

- 23.5 The Authority Engineer may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of work on the Facilities and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.
- 23.6 If any Plant or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under GCC Sub-Clause 23.3.
- 23.7 If any dispute or difference of opinion shall arise between the Parties in connection with or arising out of the test and/or inspection of the Plant or part of the Facilities that cannot be settled between the Parties within a reasonable period of time, it may be referred to an Adjudicator for determination in accordance with GCC Sub-Clause 46.3.
- 23.8 The Contractor shall afford the Employer and the Authority Engineer, at the Employer's expense, access at any reasonable time to any place where the Plant are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Authority Engineer shall give the Contractor a reasonable prior notice.
- 23.9 The Contractor agrees that neither the execution of a test and/or inspection of Plant or any part of the Facilities, nor the attendance by the Employer or the Authority Engineer, nor the issue of any test certificate pursuant to GCC Sub-Clause 23.4, shall release the Contractor from any other responsibilities under the Contract.
- 23.10 No part of the Facilities or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Authority Engineer whenever any such parts of the Facilities or foundations are ready or about to be ready for test and/or inspection; such test and/or

inspection and notice thereof shall be subject to the requirements of the Contract.

- 23.11 The Contractor shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the Authority Engineer may from time to time require at the Site, and shall reinstate and make good such part or parts.

If any parts of the Facilities or foundations have been covered up at the Site after compliance with the requirement of GCC Sub-Clause 23.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Employer, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

**2209. 24.  
Completion  
of the Facilities**

- 2210.24.1 As soon as the Facilities or any part thereof has, in the opinion of the Contractor, been completed operationally and structurally and put in a tight and clean condition as specified in the Employer's Requirements, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Employer in writing.

- 24.2 Within seven (7) days after receipt of the notice from the Contractor under GCC Sub-Clause 24.1, the Employer shall supply the operating and maintenance personnel specified in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer for Precommissioning of the Facilities or any part thereof.

Pursuant to the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, the Employer shall also provide, within the said seven (7) day period, the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Precommissioning of the Facilities or any part thereof.

- 24.3 As soon as reasonably practicable after the operating and maintenance personnel have been supplied by the Employer and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters have been provided by the Employer in accordance with GCC Sub-Clause 24.2, the Contractor shall commence

Precommissioning of the Facilities or the relevant part thereof in preparation for Commissioning, subject to GCC Sub-Clause 25.5.

- 24.4 As soon as all works in respect of Precommissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall so notify the Authority Engineer in writing.
- 24.5 The Authority Engineer shall, within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 24.4, either issue a Completion Certificate in the form specified in the Employer's Requirements (Forms and Procedures), stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's notice under GCC Sub-Clause 24.4, or notify the Contractor in writing of any defects and/or deficiencies.

If the Authority Engineer notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GCC Sub-Clause 24.4.

If the Authority Engineer is satisfied that the Facilities or that part thereof have reached Completion, the Authority Engineer shall, within seven (7) days after receipt of the Contractor's repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's repeated notice.

If the Authority Engineer is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.

- 24.6 If the Authority Engineer fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 24.4 or within seven (7) days after receipt of the Contractor's repeated notice under GCC Sub-Clause 24.5, or if the Employer makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the Employer's use of the Facilities, as the case may be.

24.7 As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.

24.8 Upon Completion of the Maintenance period, the Employer shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.

**2211. 25.  
Commissioning and  
Operational  
Acceptance**

**2212. 25.1     Commissioning**

25.1.1 Commissioning of the Facilities or any part thereof shall be commenced by the Contractor immediately after issue of the Completion Certificate by the Authority Engineer, pursuant to GCC Sub-Clause 24.5, or immediately after the date of the deemed Completion, under GCC Sub-Clause 24.6.

25.1.2 The Employer shall supply the operating and maintenance personnel and all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Commissioning.

25.1.3 In accordance with the requirements of the Contract, the Contractor's and Authority Engineer's advisory personnel shall attend the Commissioning, including the Guarantee Test, and shall advise and assist the Employer.

**25.2     Guarantee Test**

25.2.1 Subject to GCC Sub-Clause 25.5, the Guarantee Test and repeats thereof shall be conducted by the Contractor during Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees. The Employer shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Guarantee Test and any repeats thereof.

25.2.2 If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period from the date of Completion **specified in the PCC** or any other period agreed upon by the Employer and the Contractor, the Contractor shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GCC Sub-Clauses 28.2 and 28.3 shall not apply.

### 25.3 Operational Acceptance

25.3.1 Subject to GCC Sub-Clause 25.4 below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when

- (a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or
- (b) the Guarantee Test has not been successfully completed or has not been carried out for reasons not attributable to the Contractor within the period from the date of Completion specified in the PCC pursuant to GCC Sub-Clause 25.2.2 above or any other period agreed upon by the Employer and the Contractor; or
- (c) the Contractor has paid the liquidated damages specified in GCC Sub-Clause 28.3 hereof; and
- (d) any minor items mentioned in GCC Sub-Clause 24.7 hereof relevant to the Facilities or that part thereof have been completed.

25.3.2 At any time after any of the events set out in GCC Sub-Clause 25.3.1 have occurred, the Contractor may give a notice to the Authority Engineer requesting the issue of an Operational Acceptance Certificate in the form provided in the Employer's Requirements (Forms and Procedures) in respect of the Facilities or the part thereof specified in such notice as of the date of such notice.

25.3.3 The Authority Engineer shall, after consultation with the Employer, and within seven (7) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.

25.3.4 If within seven (7) days after receipt of the

Contractor's notice, the Authority Engineer fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Authority Engineer has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as of the date of the Contractor's said notice.

#### 25.4 Partial Acceptance

25.4.1 If the Contract specifies that Completion and Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Completion and Commissioning including the Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.

25.4.2 If a part of the Facilities comprises facilities such as buildings, for which no Commissioning or Guarantee Test is required, then the Authority Engineer shall issue the Operational Acceptance Certificate for such facility when it attains Completion, provided that the Contractor shall thereafter complete any outstanding minor items that are listed in the Operational Acceptance Certificate.

#### 25.5 Delayed Precommissioning and/or Guarantee Test

25.5.1 In the event that the Contractor is unable to proceed with the Precommissioning of the Facilities pursuant to Sub-Clause 24.3, or with the Guarantee Test pursuant to Sub-Clause 25.2, for reasons attributable to the Employer either on account of non availability of other facilities under the responsibilities of other contractor(s), or for reasons beyond the Contractor's control, the provisions leading to "deemed" completion of activities such as Completion, pursuant to GCC Sub-Clause 24.6, and Operational Acceptance, pursuant to GCC Sub-Clause 25.3.4, and Contractor's obligations regarding Defect Liability Period, pursuant to GCC Sub-Clause 27.2, Functional Guarantee, pursuant to GCC Clause 28, and Care of Facilities, pursuant to GCC Clause 32, and GCC Clause 41.1, Suspension, shall not apply. In this case, the following provisions shall apply.

25.5.2 When the Contractor is notified by the Authority Engineer that he will be unable to proceed with the activities and obligations pursuant to above Sub-Clause 25.5.1, the Contractor shall be entitled to the following:

- (a) the Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to GCC Sub-Clause 26.2;
- (b) payments due to the Contractor in accordance with the provision specified in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which would not have been payable in normal circumstances due to non-completion of the subject activities, shall be released to the Contractor against submission of a security in the form of a bank guarantee of equivalent amount acceptable to the Employer, and which shall become null and void when the Contractor will have complied with its obligations regarding those payments, subject to the provision of Sub-Clause 25.5.3 below;
- (c) the expenses towards the above security and extension of other securities under the contract, of which validity needs to be extended, shall be reimbursed to the Contractor by the Employer;
- (d) the additional charges towards the care of the Facilities pursuant to GCC Sub-Clause 32.1 shall be reimbursed to the Contractor by the Employer for the period between the notification mentioned above and the notification mentioned in Sub-Clause 25.5.4 below. The provision of GCC Sub-Clause 33.2 shall apply to the Facilities during the same period.

25.5.3 In the event that the period of suspension under above Sub-Clause 25.5.1 actually exceeds one hundred eighty (180) days, the Employer and Contractor shall mutually agree to any additional compensation payable to the Contractor.

25.5.4 When the Contractor is notified by the Authority Engineer that the plant is ready for Precommissioning,



the Contractor shall proceed without delay in performing Precommissioning in accordance with Clause 24.

## F. Guarantees and Liabilities

### 26. Completion Time Guarantee

26.1 The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified) within the Time for Completion specified in the PCC pursuant to GCC Sub-Clause 8.2, or within such extended time to which the Contractor shall be entitled under GCC Clause 40 hereof.

26.2 If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 40, the Contractor shall pay to the Employer liquidated damages in the amount **specified in the PCC** as a percentage rate of the Contract Price or the relevant part thereof. The aggregate amount of such liquidated damages shall in no event exceed the amount **specified as “Maximum” in the PCC** as a percentage rate of the Contract Price. Once the “Maximum” is reached, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2.

Such payment shall completely satisfy the Contractor’s obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under GCC Clause 40. The Contractor shall have no further liability whatsoever to the Employer in respect thereof.

However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Contractor under the Contract.

Save for liquidated damages payable under this GCC Sub-Clause 26.2, the failure by the Contractor to attain any milestone or other act, matter or thing by any date specified in the Appendix to the Contract Agreement titled Time Schedule, and/or other program of work prepared pursuant to GCC Sub-Clause 18.2 shall not render the Contractor liable for any loss or damage thereby suffered by the Employer.

26.3 If the Contractor attains Completion of the Facilities or any part

thereof before the Time for Completion or any extension thereof under GCC Clause 40, the Employer shall pay to the Contractor a bonus in the amount **specified in the PCC**. The aggregate amount of such bonus shall in no event exceed the amount **specified as “Maximum” in the PCC**.

**27. Defect  
Liability**

2213.27.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant supplied and of the work executed.

27.2 The Defect Liability Period shall be 60 months from the date of Completion of the Facilities (or any part thereof) unless specified otherwise in the PCC pursuant to GCC Sub-Clause 27.10.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

- (a) improper operation or maintenance of the Facilities by the Employer after maintenance period;
- (b) operation of the Facilities outside specifications provided in the Contract; or
- (c)

27.3 The Contractor's obligations under this GCC Clause 27 shall not apply to:

- (a) any materials that are supplied by the Employer under GCC Sub-Clause 21.2, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein;
- (b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed

responsibility herein; or

- (c) any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer under GCC Sub-Clause 27.7.

27.4 The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.

27.5 The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this GCC Clause 27.

The Contractor may, with the consent of the Employer, remove from the Site any Plant or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

27.6 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.

If such part fails the tests, the Contractor shall carry out further repair, replacement or making good, as the case may be, until that part of the Facilities passes such tests. The tests shall be agreed upon by the Employer and the Contractor.

27.7 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed under the Performance Security.

27.8 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be,

shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.

27.9 Except as provided in GCC Clauses 27 and 33, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, or criminal or willful action of the Contractor.

27.10 In addition, any such component of the Facilities, and during the period of time as may be **specified in the PCC**, shall be subject to an extended defect liability period. Such obligation of the Contractor shall be in addition to the defect liability period specified under GCC Sub-Clause 27.2.

**2214. 28.  
Functional  
Guarantees**

2215.28.1 The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, subject to and upon the conditions therein specified.

28.2 If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall request the Employer to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2.

28.3 If, for reasons attributable to the Contractor, the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, are not attained either in whole or in part, but the minimum level of the Functional Guarantees specified in the said Appendix to the Contract Agreement is met,

the Contractor shall, at the Contractor's option, either

- (a) make such changes, modifications and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense, and shall request the Employer to repeat the Guarantee Test or
- (b) pay liquidated damages to the Employer in respect of the failure to meet the Functional Guarantees in accordance with the provisions in the Appendix to the Contract Agreement titled Functional Guarantees.

28.4 The payment of liquidated damages under GCC Sub-Clause 28.3, up to the limitation of liability specified in the Appendix to the Contract Agreement titled Functional Guarantees, shall completely satisfy the Contractor's guarantees under GCC Sub-Clause 28.3, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Authority Engineer shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.

**2216. 29.  
Patent  
Indemnity**

2217.29.1 The Contractor shall, subject to the Employer's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Facilities by the Contractor or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country.

Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract Agreement.

- 29.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Sub-Clause 29.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

- 29.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.

**2218. 30.  
Limitation  
of Liability**

- 2219.30.1 Except in cases of criminal negligence or willful misconduct,

- (a) neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, other than specifically provided as any obligation of the Party in the Contract, and
- (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not

exceed the amount resulting from the application of the multiplier specified in the PCC, to the Contract Price or, if a multiplier is not so specified, the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

## **G. Risk Distribution**

### **31. Transfer of Ownership**

- 31.1 Ownership of the Plant (including spare parts) to be imported into the country where the Site is located shall be transferred to the Employer upon loading on to the mode of transport to be used to convey the Plant from the country of origin to that country.
- 31.2 Ownership of the Plant (including spare parts) procured in the country where the Site is located shall be transferred to the Employer when the Plant are brought on to the Site.
- 31.3 Ownership of the Contractor's Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.
- 31.4 Ownership of any Plant in excess of the requirements for the Facilities shall revert to the Contractor upon Completion of the Facilities or at such earlier time when the Employer and the Contractor agree that the Plant in question are no longer required for the Facilities.
- 31.5 Notwithstanding the transfer of ownership of the Plant, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to GCC Clause 32 (Care of Facilities) hereof until Completion of the Facilities or the part thereof in which such Plant are incorporated.

### **32. Care of Facilities**

- 2220.32.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to GCC Clause 24 or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or

damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out, pursuant to GCC Clause 27. Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clauses 32.2 and 38.1.

32.2 If any loss or damage occurs to the Facilities or any part thereof or to the Contractor's temporary facilities by reason of

- (a) insofar as they relate to the country where the Site is located, nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under GCC Clause 34 hereof; or
- (b) any use or occupation by the Employer or any third Party other than a Subcontractor, authorized by the Employer of any part of the Facilities; or
- (c) any use of or reliance upon any design, data or specification provided or designated by or on behalf of the Employer, or any such matter for which the Contractor has disclaimed responsibility herein,

the Employer shall pay to the Contractor all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged, and will pay to the Contractor the replacement value of all temporary facilities and all parts thereof lost, destroyed or damaged. If the Employer requests the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Contractor shall make good the same at the cost of the Employer in accordance with GCC Clause 39. If the Employer does not request the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Employer shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, the Employer shall terminate the Contract pursuant to



GCC Sub-Clause 42.1 hereof.

- 32.3 The Contractor shall be liable for any loss of or damage to any Contractor's Equipment, or any other property of the Contractor used or intended to be used for purposes of the Facilities, except (i) as mentioned in GCC Sub-Clause 32.2 with respect to the Contractor's temporary facilities, and (ii) where such loss or damage arises by reason of any of the matters specified in GCC Sub-Clauses 32.2 (b) and (c) and 38.1.
- 32.4 With respect to any loss or damage caused to the Facilities or any part thereof or to the Contractor's Equipment by reason of any of the matters specified in GCC Sub-Clause 38.1, the provisions of GCC Sub-Clause 38.3 shall apply.

**2221. 33. Loss  
of or Damage  
to Property;  
Accident or  
Injury to  
Workers;  
Indemnifica-  
tion**

2222. 33.1 Subject to GCC Sub-Clause 33.3, the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property other than the Facilities whether accepted or not, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.

- 33.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GCC Sub-Clause 33.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

The Employer shall, at the Contractor's request, afford all

available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

33.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from any liability for loss of or damage to property of the Employer, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 34, provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.

33.4 The Party entitled to the benefit of an indemnity under this GCC Clause 33 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.

**2223. 34.  
Insurance**

2224. 34.1 To the extent specified in the Appendix to the Contract Agreement titled Insurance Requirements, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.

(a) Cargo Insurance During Transport

Covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site, to the Plant (including spare parts therefor) and to the Contractor's Equipment.

(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.

(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third Parties including the Employer's personnel, and loss of or damage to property occurring in connection with the supply and installation of the Facilities.

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors, whether or not owned by them, in connection with the execution of the Contract.

(e) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(f) Employer's Liability

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

(g) Other Insurances

Such other insurances as may be specifically agreed upon by the Parties hereto as listed in the Appendix to the Contract Agreement titled Insurance Requirements.

34.2 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1 except for the Cargo Insurance During Transport, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

34.3 The Contractor shall, in accordance with the provisions of the Appendix to the Contract Agreement titled Insurance Requirements, deliver to the Employer certificates of insurance or copies of the insurance policies as evidence that the required policies are in full force and effect. The certificates shall

provide that no less than twenty-one (21) days' notice shall be given to the Employer by insurers prior to cancellation or material modification of a policy.

- 34.4 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.
- 34.5 The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the Appendix to the Contract Agreement titled Insurance Requirements, in the sums and with the deductibles and other conditions specified in the said Appendix. The Contractor and the Contractor's Subcontractors shall be named as co-insureds under all such policies. All insurers' rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Employer shall deliver to the Contractor satisfactory evidence that the required insurances are in full force and effect. The policies shall provide that not less than twenty-one (21) days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the policies. If so requested by the Contractor, the Employer shall provide copies of the policies taken out by the Employer under this GCC Sub-Clause 34.5.
- 34.6 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause 34.1, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If the Employer fails to take out and/or maintain in effect the insurances referred to in GCC 34.5, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Employer under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Employer. If the Contractor fails to or is unable to take out and maintain in effect any such insurances, the Contractor shall nevertheless have no liability or responsibility towards the Employer, and the Contractor shall have full recourse against the Employer for any and all liabilities of the Employer herein.

34.7 Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 34, and all monies payable by any insurers shall be paid to the Contractor. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

**2225. 35.  
Unforeseen  
Conditions**

2226. 35.1 If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions other than climatic conditions, or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the Facilities including any data as to boring tests, provided by the Employer, and on the basis of information that it could have obtained from a visual inspection of the Site if access thereto was available, or other data readily available to it relating to the Facilities, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Plant or Contractor's Equipment, notify the Authority Engineer in writing of

- (a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen;
- (b) the additional work and/or Plant and/or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions;
- (c) the extent of the anticipated delay; and
- (d) the additional cost and expense that the Contractor is likely to incur.

On receiving any notice from the Contractor under this GCC Sub-Clause 35.1, the Authority Engineer shall promptly consult with the Employer and Contractor and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Authority Engineer shall instruct the Contractor, with a copy to the Employer, of the actions to be taken.

- 35.2 Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Authority Engineer to overcome such physical conditions or artificial obstructions referred to in GCC Sub-Clause 35.1 shall be paid by the Employer to the Contractor as an addition to the Contract Price.

If the Contractor is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC Sub-Clause 35.1, the Time for Completion shall be extended in accordance with GCC Clause 40.

**2227. 36.  
Change in  
Laws and  
Regulations**

- 2228.36.1 If, after the date twenty-eight (28) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the PCC pursuant to GCC Sub-Clause 11.2.

**2229. 37.  
Force  
Majeure**

- 2230.37.1 “Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include, without limitation, the following:
- (a) war, hostilities or warlike operations whether a state of

war be declared or not, invasion, act of foreign enemy and civil war

- (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
- (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority
- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague
- (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster
- (f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.

37.2 If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

37.3 The Party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 40.

37.4 The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either Party's right to terminate the Contract under GCC Sub-Clauses 37.6 and 38.5.

37.5 No delay or nonperformance by either Party hereto caused by

the occurrence of any event of Force Majeure shall

- (a) constitute a default or breach of the Contract, or
- (b) give rise to any claim for damages or additional cost or expense occasioned thereby, subject to GCC Sub-Clauses 32.2, 38.3 and 38.4

if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

37.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other, but without prejudice to either Party's right to terminate the Contract under GCC Sub-Clause 38.5.

37.7 In the event of termination pursuant to GCC Sub-Clause 37.6, the rights and obligations of the Employer and the Contractor shall be as specified in GCC Sub-Clauses 42.1.2 and 42.1.3.

37.8 Notwithstanding GCC Sub-Clause 37.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein.

## **2231. 38. Risks**

**War** 2232.38.1 "War Risks" shall mean any event specified in paragraphs (a) and (b) of GCC Sub-Clause 37.1 and any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war, occurring or existing in or near the country (or countries) where the Site is located.

38.2 Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to

- (a) destruction of or damage to Facilities, Plant, or any part thereof;
- (b) destruction of or damage to property of the Employer or any third Party; or
- (c) injury or loss of life



if such destruction, damage, injury or loss of life is caused by any War Risks, and the Employer shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.

38.3 If the Facilities or any Plant or Contractor's Equipment or any other property of the Contractor used or intended to be used for the purposes of the Facilities shall sustain destruction or damage by reason of any War Risks, the Employer shall pay the Contractor for

- (a) any part of the Facilities or the Plant so destroyed or damaged to the extent not already paid for by the Employer

and so far as may be required by the Employer, and as may be necessary for completion of the Facilities

- (b) replacing or making good any Contractor's Equipment or other property of the Contractor so destroyed or damaged
- (c) replacing or making good any such destruction or damage to the Facilities or the Plant or any part thereof.

If the Employer does not require the Contractor to replace or make good any such destruction or damage to the Facilities, the Employer shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to GCC Sub-Clause 42.1.

If the Employer requires the Contractor to replace or make good on any such destruction or damage to the Facilities, the Time for Completion shall be extended in accordance with GCC 40.

38.4 Notwithstanding anything contained in the Contract, the Employer shall pay the Contractor for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Contractor shall as soon as practicable notify the Employer in writing of any such increased cost.

38.5 If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Contractor, the Contractor shall

use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Subcontractors' personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other.

- 38.6 In the event of termination pursuant to GCC Sub-Clauses 38.3 or 38.5, the rights and obligations of the Employer and the Contractor shall be specified in GCC Sub-Clauses 42.1.2 and 42.1.3.

## **H. Change in Contract Elements**

### **39. Change in the Facilities**

#### **39.1 Introducing a Change**

39.1.1 Subject to GCC Sub-Clauses 39.2.5 and 39.2.7, the Employer shall have the right to propose, and subsequently require, that the Authority Engineer order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities hereinafter called "Change", provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.

39.1.2 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

(a) the proposed change(s), and a description of the difference to the existing contract requirements;

(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Employer may incur in implementing the value engineering proposal; and

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

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

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

without compromising the necessary functions of the Facilities.

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

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

39.1.3 Notwithstanding GCC Sub-Clauses 39.1.1 and 39.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

39.1.4 The procedure on how to proceed with and execute Changes is specified in GCC Sub-Clauses 39.2 and 39.3, and further details and forms are provided in the Employer's Requirements (Forms and Procedures).

## 39.2 Changes Originating from Employer

39.2.1 If the Employer proposes a Change pursuant to GCC Sub-Clause 39.1.1, it shall send to the Contractor a

“Request for Change Proposal,” requiring the Contractor to prepare and furnish to the Authority Engineer as soon as reasonably practicable a “Change Proposal,” which shall include the following:

- (a) brief description of the Change
- (b) effect on the Time for Completion
- (c) estimated cost of the Change
- (d) effect on Functional Guarantees (if any)
- (e) effect on the Facilities
- (f) effect on any other provisions of the Contract.

39.2.2 Prior to preparing and submitting the “Change Proposal,” the Contractor shall submit to the Authority Engineer an “Estimate for Change Proposal,” which shall be an estimate of the cost of preparing and submitting the Change Proposal.

Upon receipt of the Contractor’s Estimate for Change Proposal, the Employer shall do one of the following:

- (a) accept the Contractor’s estimate with instructions to the Contractor to proceed with the preparation of the Change Proposal
- (b) advise the Contractor of any part of its Estimate for Change Proposal that is unacceptable and request the Contractor to review its estimate
- (c) advise the Contractor that the Employer does not intend to proceed with the Change.

39.2.3 Upon receipt of the Employer’s instruction to proceed under GCC Sub-Clause 39.2.2 (a), the Contractor shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Sub-Clause 39.2.1.

39.2.4 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If such rates and prices are inequitable, the Parties thereto shall agree on specific

rates for the valuation of the Change.

- 39.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Contractor under this GCC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen percent (15%), the Contractor may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the Employer accepts the Contractor's objection, the Employer shall withdraw the proposed Change and shall notify the Contractor in writing thereof.

The Contractor's failure to so object shall neither affect its right to object to any subsequent requested Changes or Change Orders herein, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Contractor represents.

- 39.2.6 Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained. Within fourteen (14) days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.

If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision.

If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly. Under such circumstances, the Contractor shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Contractor in its Estimate for Change Proposal submitted in accordance with GCC Sub-Clause 39.2.2.

- 39.2.7 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other

matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a “Pending Agreement Change Order.”

Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The Parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

If the Parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Adjudicator in accordance with the provisions of GCC Sub-Clause 46.3.

### 39.3 Changes Originating from Contractor

39.3.1 If the Contractor proposes a Change pursuant to GCC Sub-Clause 39.1.2, the Contractor shall submit to the Authority Engineer a written “Application for Change Proposal,” giving reasons for the proposed Change and including the information specified in GCC Sub-Clause 39.1.2.

Upon receipt of the Application for Change Proposal, the Parties shall follow the procedures outlined in GCC Sub-Clauses 39.2.6 and 39.2.7. However, the Contractor shall not be entitled to recover the costs of preparing the Application for Change Proposal.

## **40. Extension of Time for Completion**

2233.40.1 The Time(s) for Completion specified in the PCC pursuant to GCC Sub-Clause 8.2 shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) any Change in the Facilities as provided in GCC Clause 39
- (b) any occurrence of Force Majeure as provided in GCC Clause 37, unforeseen conditions as provided in GCC Clause 35, or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clause 32.2
- (c) any suspension order given by the Employer under GCC

Clause 41 hereof or reduction in the rate of progress pursuant to GCC Sub-Clause 41.2 or

- (d) any changes in laws and regulations as provided in GCC Clause 36 or
- (e) any default or breach of the Contract by the Employer, Appendix to the Contract Agreement titled, or any activity, act or omission of the Employer, or the Authority Engineer, or any other contractors employed by the Employer, or
- (f) any delay on the part of a Subcontractor, provided such delay is due to a cause for which the Contractor himself would have been entitled to an extension of time under this sub-clause, or
- (g) delays attributable to the Employer or caused by customs, or
- (h) any other matter specifically mentioned in the Contract

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

40.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Authority Engineer a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to an Adjudicator, pursuant to GCC Sub-Clause 46.3.

40.3 The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

40.4 In all cases where the Contractor has given a notice of a claim for an extension of time under GCC 40.2, the Contractor shall consult with the Authority Engineer in order to determine the steps (if any) which can be taken to overcome or minimize the

actual or anticipated delay. The Contractor shall there after comply with all reasonable instructions which the Authority Engineer shall give in order to minimize such delay. If compliance with such instructions shall cause the Contractor to incur extra costs and the Contractor is entitled to an extension of time under GCC 40.1, the amount of such extra costs shall be added to the Contract Price.

**2234. 41.  
Suspension**

2235.41.1 The Employer may request the Authority Engineer, by notice to the Contractor, to order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Contractor shall thereupon suspend performance of such obligation, except those obligations necessary for the care or preservation of the Facilities, until ordered in writing to resume such performance by the Authority Engineer.

If, by virtue of a suspension order given by the Authority Engineer, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Authority Engineer requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Clause 39, excluding the performance of the suspended obligations from the Contract.

If the Employer fails to do so within such period, the Contractor may, by a further notice to the Authority Engineer, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with GCC Clause 39 or, where it affects the whole of the Facilities, as termination of the Contract under GCC Sub-Clause 42.1.

**41.2 If**

- (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment, or



commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GCC Sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or

- (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas in accordance with GCC Sub-Clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities,

then the Contractor may by fourteen (14) days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

41.3 If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 41, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 40.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.

41.4 During the period of suspension, the Contractor shall not remove from the Site any Plant, any part of the Facilities or any Contractor's Equipment, without the prior written consent of the Employer.

**2236. 42. Termination**  
**n**

**2237. 42.1 Termination for Employer's Convenience**

42.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 42.1.

42.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 42.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below
- (c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition, and
- (d) subject to the payment specified in GCC Sub-Clause 42.1.3,
  - (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
  - (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors; and
  - (iii) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

42.1.3 In the event of termination of the Contract under GCC Sub-Clause 42.1.1, the Employer shall pay to the Contractor the following amounts:

- (a) the Contract Price, properly attributable to the parts

of the Facilities executed by the Contractor as of the date of termination

- (b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel
- (c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges
- (d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 42.1.2
- (e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third Parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

#### 42.2 Termination for Contractor's Default

42.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this GCC Sub-Clause 42.2:

- (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt
- (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 43.
- (c) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Appendix B to the GCC, in

competing for or in executing the Contract.

42.2.2 If the Contractor

- (a) has abandoned or repudiated the Contract
- (b) has without valid reason failed to commence work on the Facilities promptly or has suspended, other than pursuant to GCC Sub-Clause 41.2, the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program furnished under GCC Sub-Clause 18.2 at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended,

then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Sub-Clause 42.2.

42.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 42.2.1 or 42.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- (a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below
- (c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
- (d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
- (e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.

42.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third Party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

42.2.5 Subject to GCC Sub-Clause 42.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Plant on the Site, and the

costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 42.2.3. Any sums due the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

42.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 42.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under GCC Sub-Clause 42.2.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under GCC Sub-Clause 42.2.5, the Employer shall pay the balance to the Contractor.

The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

#### 42.3 Termination by the Contractor

##### 42.3.1 If

- (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GCC Sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting

documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice, or

- (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities,

then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer referring to this GCC Sub-Clause 42.3.1, forthwith terminate the Contract.

42.3.2 The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GCC Sub-Clause 42.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.

42.3.3 If the Contract is terminated under GCC Sub-Clauses 42.3.1 or 42.3.2, then the Contractor shall immediately

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii)
- (c) remove all Contractor's Equipment from the Site and repatriate the Contractor's and its Subcontractors' personnel from the Site, and
- (d) subject to the payment specified in GCC Sub-Clause 42.3.4,
  - (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
  - (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors, and
  - (iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.

42.3.4 If the Contract is terminated under GCC Sub-Clauses 42.3.1 or 42.3.2, the Employer shall pay to the Contractor all payments specified in GCC Sub-Clause 42.1.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.

42.3.5 Termination by the Contractor pursuant to this GCC Sub-Clause 42.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GCC Sub-Clause 42.3.

42.4 In this GCC Clause 42, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant acquired, or subject to a legally binding obligation to purchase, by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of



termination.

42.5 In this GCC Clause 42, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment.

**2238. 43.  
Assignment**

2239.43.1 Neither the Employer nor the Contractor shall, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, assign to any third Party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

**2240. 44.  
Export  
Restrictions**

2241.44.1 Deleted.

## **I. Claims, Disputes and Arbitration**

**45. Contractor's  
Claims**

45.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall submit a notice to the Authority Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Authority Engineer. Without admitting the Employer's liability, the Authority Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Authority Engineer to inspect all these records, and shall (if instructed) submit copies to the Authority Engineer.

Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Authority Engineer, the Contractor shall send to the Authority Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered as interim;
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Authority Engineer may reasonably require; and
- (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Authority Engineer.

Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Authority Engineer and approved by the Contractor, the Authority Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.

Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such

part of the claim as he has been able to substantiate.

The Authority Engineer shall agree with the Contractor or estimate: (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with GCC Clause 40, and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

In the event that the Contractor does not agree on any matter relating to a claim, it may be dealt as per GCC 46 hereof.

## **46. Disputes and Arbitration**

### **46.1 Dispute Resolution**

46.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 26.2.

46.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

### **46.2 Conciliation (As per The Arbitration and Conciliation Act, 1996 including amendments to it issued from time to time)**

#### **46.2.1 Contractor’s claims**

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of this Agreement, the Contractor shall give notice to the

Authority's Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance. If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Authority shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Clause shall apply. The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance. The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Authority's Engineer. Without admitting the Authority's liability, the Authority's Engineer may, after receiving any notice under this Clause, monitor the record-keeping and/or Instruct the Contractor to keep further contemporary records. The Contractor shall permit the Authority's Engineer to inspect all these records, and shall (if instructed) submit copies to the Authority's Engineer.

Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Authority's Engineer, the Contractor shall send to the Authority's Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered as interim;
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Authority's Engineer may reasonably require; and
- (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Authority's Engineer. Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Authority's Engineer and approved by the Contractor, the Authority's Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

Within the above defined period of 42 days, the Authority's Engineer shall to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry), and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract. Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate. If the Authority's Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Authority's Engineer and any of the Parties may refer to the Dispute Board in accordance with Clause 26.2.2.

The requirements of this Clause are in addition to those of any other Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded for reasons under this Clause.

#### **46.2.2 Appointment of the Dispute Resolution Board**

Disputes shall be referred to a DB for decision in accordance with this Clause. The Parties shall appoint a DB within 3 months of signing of Agreement. The DB shall comprise of three suitably qualified persons (the members), each of whom shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. The DB is to comprise of three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.

The agreement between the Parties and either the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Appendix A to these Conditions of Contract, with such amendments as are agreed between them.

The terms of the remuneration of each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties. Each Party shall be responsible for paying one-half of this remuneration.

If at any time the Parties so agree, they may jointly refer a matter to the DB for it to give its opinion. Neither Party shall consult the DB on any matter without the agreement of the other Party.

If a member declines to act or is unable to act as a result of death,

disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Clause. The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Authority or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire when the Performance Certificate is issued by the Authority.

#### **46.2.3 Failure to Agree on the Composition of the Dispute Board**

If any of the following conditions apply, namely:

- (a) either Party fails to nominate a member (for approval by the other Party), or fails to approve a member nominated by the other Party, by the date stated in the first paragraph of Sub-Clause 26.2.2,
- (b) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DB by such date, or
- (c) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

then the appointing entity or official Ministry of Road Transport & Highways shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DB. This appointment shall be final and conclusive.

#### **46.2.4 Obtaining Dispute Board's Decision**

If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Authority's Engineer, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Authority's Engineer. Such reference shall state that it is given under this Clause. The DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB. Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s). Within 84 days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless

and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

If either Party is dissatisfied with the DB's decision, then either Party may, within 28 days after receiving the decision, give a Notice of Dissatisfaction to the other Party indicating its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give a Notice of Dissatisfaction to the other Party. In either event, this Notice of Dissatisfaction shall state that it is given under this Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Neither Party shall be entitled to commence arbitration of a dispute unless a Notice of Dissatisfaction has been given in accordance with this Clause. If the DB has given its decision as to a matter in dispute to both Parties, and no Notice of Dissatisfaction has been given by either Party within 28 days after it received the DB's decision, then the decision shall become final and binding upon both Parties.

#### **46.3 Arbitration**

Any Dispute which is not resolved amicably by conciliation, as provided in Clause 46.2, shall be finally decided by reference to arbitration by a Board of Arbitrators appointed in accordance with Clause 46.3.2. Such arbitration shall be held in accordance with the Arbitration & Conciliation Act, 1996 of India.

## APPENDIX A<sup>1</sup>

### A General Conditions of Dispute Board Agreement

#### 1. Definitions

Each “Dispute Board Agreement” is a tripartite agreement by and between:

- (a) the “Employer”;
- (b) the “Contractor”; and
- (c) the “Member” who is defined in the Dispute Board Agreement as being:
  - (i) the sole member of the "DB" and, where this is the case, all references to the “Other Members” do not apply, or
  - (ii) one of the three persons who are jointly called the “DB” (or “Dispute Board”) and, where this is the case, the other two persons are called the “Other Members”.

2242. The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

#### 2243. 2. General Provisions

2244. Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days’ notice of resignation to the Employer and to the Contractor, and the Dispute



Board Agreement shall terminate upon the expiry of this period.

**2245. 3.  
Warranties**

2246. The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

2247. When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

**2248. 4.  
General  
Obligations of the  
Member**

2249. The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
- (e) comply with the annexed procedural rules and with Sub-

Clause 46.2.4 of the Conditions of Contract;

- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- (j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

**2250. 5.  
General  
Obligations of the  
Employer and the  
Contractor**

2251. The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

2252. The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;

- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

2253. The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

2254. Whenever the Employer or the Contractor refers a dispute to the DB under Sub-Clause 46.2.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

**2255. 6.  
Payment**

2256. The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
  - (i) being available on 28 days' notice for all site visits and hearings;
  - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
  - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
  - (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

2257. The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Completion Certificate is issued for the whole of the Works.

2258. With effect from the first day of the calendar month following the month in which the Completion Certificate is issued for the whole of the Works, the retainer fee shall be

reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
  - (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the Site, or another location of a meeting with the Other Members (if any);
  - (ii) each working day on Site visits, hearings or preparing decisions; and
  - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;
- (d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

2259. The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

2260. If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used.

2261. The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a Site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

2262. The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

2263. If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.

2264. If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

**2265. 7. Termination**

2266. At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

2267. If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

2268. If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

2269. Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

**2270. 8. Default of the Member**

2271. If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any

fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

2272. If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

**2273. 9.  
Disputes**

2274. Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration by one arbitrator appointed in accordance with these Rules of Arbitration.

## PROCEDURAL RULES

Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the Site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.

2275. The timing of and agenda for each Site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of Site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.

2276. Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each Site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.

2277. The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.

2278. If any dispute is referred to the DB in accordance with Sub-Clause 46.2.4 of the Conditions of Contract, the DB shall proceed in accordance with Sub-Clause 46.2.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:

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a act fairly and impartially as between the Employer and the Contractor, giving  
) each of them a reasonable opportunity of putting his case and responding to the other's case, and

22802281. adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.  
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2282. The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

2283. Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

2284. The Employer and the Contractor empower the DB, among other things, to:

2282286. establish the procedure to be applied in deciding a dispute,

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2282288. decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,

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2282290. conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules,

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2292292. take the initiative in ascertaining the facts and matters required for a decision,

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2292294. make use of its own specialist knowledge, if any,

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2292296. decide upon the payment of financing charges in accordance with the Contract,

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2292298. decide upon any provisional relief such as interim or conservatory measures, and

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2292300. open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.

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2301. The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with Sub-Clause 26.2.4, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:



- 2302.2303. it shall convene in private after a hearing, in order to have discussions and
- a) prepare its decision;
- 2304.2305. it shall endeavour to reach a unanimous decision: if this proves impossible the
- b) applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
- 2306.2307. if a Member fails to attend a meeting or hearing, or to fulfil any required
- c) function, the other two Members may nevertheless proceed to make a decision, unless:
- 2308.2309. either the Employer or the Contractor does not agree that they do so, or
- i)
- 2310.2311. the absent Member is the chairman and he/she instructs the other Members
- ii not to make a decision.
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## APPENDIX B

### Fraud and Corruption

*(Text in this Appendix shall not be modified)*

#### 1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### 2. Requirements

- 2.3 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
- 2.4 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. “coercive practice” is 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;
  - v. “obstructive practice” is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or

individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>2</sup> (ii) to be a nominated<sup>3</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>4</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>2</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>3</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>4</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



## Appendix C

**Salient Features of Labour & Environment Protection Laws<sup>36</sup>**

**SALIENT FEATURES OF SOME MAJOR LABOUR LAWS  
APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND  
OTHER CONSTRUCTION WORK**

- (a) Employees Compensation Act 1923: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.
  
- (b) Payment of Gratuity Act 1972: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
  
- (c) Employees P.F. and Miscellaneous Provision Act 1952 (*since amended*): The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
  - (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) Payment of P.F. accumulation on retirement/death etc.
  
- (d) Maternity Benefit Act 1961: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
  
- (e) Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee

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<sup>36</sup> This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply.

- (f) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- (g) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (h) Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.
- (i) Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.
- (k) Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and

processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.

- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First – Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.
- (q) Weekly Holidays Act -1942
- (r) Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.
- (s) Employer's Liability Act, 1938: This Act protects workmen who bring suits for damages against employers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the employer or persons employed by them in maintenance of all machinery,

equipment etc. in healthy and sound condition.

- (t) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees' State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.
- (u) The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the employer's liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.
- (v) Industrial Employment (Standing Order) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

### SALIENT FEATURES OF SOME OF THE MAJOR LAWS THAT ARE APPLICABLE FOR PROTECTION OF ENVIRONMENT.

1. The Environment (Protection) Act, 1986 and as amended: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms and compliance requirements of the employer and any contractor on behalf of the employer.



3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.
4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the “protected property” are designated as “protected area” and “controlled area” respectively. No development activity (including building, mining, excavating, blasting) is permitted in the “protected area” and development activities likely to damage the protected property is not permitted in the “controlled area” without prior permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.
8. The Environmental Impact Assessment Notification, 2006 and as amended: This provides for prior environmental clearance for new, modernization and expansion projects listed in Schedule 1 of the Notification. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any environmental management plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
9. The Water (Prevention and Control of Pollution) Act, 1974 as amended, and the Water (Prevention and Control of Pollution) Rules, 1975 as amended: These provide for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. ‘Pollution’ means such contamination of water or such alteration

of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates waste water, and observe the required standards of establishment and operation of these items of work or installations; as well as install and operate all required waste water treatment facilities.

10. The Water (Prevention and Control of Pollution) Cess Act, 1977 and The Water (Prevention and Control of Pollution) Cess Rules, 1978: These provide for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Boards for the prevention and control of water pollution under the Water (Prevention and Control of Pollution) Act, 1974.
11. The Air (Prevention and Control of Pollution) Act, 1981 as amended, and the Air (Prevention and Control of Pollution) Rules, 1982: These provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates air pollution such as batching plants, hot mix plants, power generators, backup power generation, material handling processes, and observe the required standards of establishment and operation of these items of work or installations.
12. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.
13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.
14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.
15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products,

and will need to be complied by the contractors.

16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.
21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.
22. Plastic waste Management Rules, 2016: This provides for control and management of the

plastic waste generated from any activity. Contractors will ensure compliance to this Rule.

23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.
24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
25. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
26. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.
27. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.
28. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater abstraction through digging any bore well or through any other means; and will to ensure full compliance to these rules and any conditions imposed in the permit.
29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for for safe and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the

State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.

30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit for sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.
31. National Building Codes of India, 2005 and as amended: This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements; stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical gadgets, equipment and accessories; and all other such codes incidental to the Contract.

## **Section IX - Particular Conditions of Contract**

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

### Particular Conditions of Contract (PCC)

The following Particular Conditions (PCC) shall supplement the General Conditions (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The clause number of the PCC is the corresponding clause number of the GCC.

<b>PCC 1. Definitions</b>	<p>The Employer is: Ministry of Road Transport &amp; Highways</p> <p>The Authority Engineer is:</p> <p>The Bank is: World Bank</p> <p>Country of Origin: all countries and territories as indicated in Section V of the bidding document, Eligible Countries.</p>
<b>PCC 5. Law and Language</b>	<p>2312. PCC 5.1 The Contract shall be interpreted in accordance with the laws of: Union of India.</p> <p>PCC 5.2 The ruling language is: English</p> <p>PCC 5.3 The language for communications is: English</p>
<b>2313. PCC 7. Scope of Facilities [Spare Parts] (GCC Clause 7)</b>	<p>2314. PCC 7.3 The Contractor agrees to supply spare parts for a period of years: 5 years (Five Years) /</p> <p><b>Addition to PCC 7.3</b></p> <p>The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Plant. Other spare parts and components shall be supplied as promptly as possible, but at the most within six (6) months of placing the order and opening the letter of credit. In addition, in the event of termination of the production of spare parts, advance notification will be made to the Employer of the pending termination, with sufficient time to permit the Employer to procure the needed requirement. Following such termination, the Contractor will furnish to the extent possible and at no cost to the Employer the blueprints, drawings and specifications of the spare parts, if requested.</p>
<b>2315. PCC 8. Time for Commencement and Completion</b>	<p>2316. PCC 8.1 The Contractor shall commence work on the Facilities from the Effective Date for determining Time for Completion as specified in the Contract Agreement.</p> <p>PCC 8.2 The Time for Completion of the whole of the Facilities shall be as below from the Effective Date as described in the Contract Agreement.</p>

				Activity	Time Period
		Construction Period	2317. , Supply, Installation, Testing, Commissioning and Trial Run of	2318. Six Months from the Handing over of Site	



		od	the ATMS		
		2319. Op eration & Mainte nance Period	2320. Operation & Maintenance	2321. Five Years from the successful commissioning and trial run of the ATMS and issue of completion	

			certificate by AUTHORITY/AU THORITY'sRepre sentative
<b>2322. PCC 11. Contract Price</b>	2323. PCC 11.2 The Contract Price shall be adjusted in accordance with the provisions of the Appendix to the Contract Agreement titled Adjustment Clause. <i>(insert only if Contract Price is subject to adjustment, else omit this PCC entry).</i>		
<b>2324. PCC 12. Terms of Payment</b>	2325. PCC 12.4 The currency in which payments are made to the Contractor under this Contract shall be Indian Rupees (Rs.)		
<b>2326. PCC 13. Securities</b>	<p>2327. PCC 13.3.1 The amount of Performance Security, as a percentage of the Contract Price for the Facility or for the part of the Facility for which a separate Time for Completion is provided, shall be: 5%___/. The performance security of a Joint Venture shall be in the name of the Joint Venture so as to commit fully all partners to the Joint Venture.</p> <p>PCC 13.3.2 The Performance Security shall be in the form of the bank guarantee attached hereto in Section X, Contract Forms.</p> <p>PCC 13.3.3 The Performance Security shall not be reduced on the date of the Operational Acceptance.</p> <p>PCC 13.3.3 The Performance Security shall be reduced to ten percent (10%) of the value of the component covered by the extended defect liability to cover the Contractor's extended defect liability in accordance with the provision in the PCC, pursuant to GCC Sub-Clause 27.10.</p> <p>PCC 13.3.4 Deleted.</p>		
<b>2328. PCC 14 Taxes and Duties</b>	<p>2329. GCC 14.2 - replace it with the following:</p> <p>GCC 14.2 – “The Employer shall bear and pay/reimburse to the Contractor domestic taxes such as Goods and Services Tax (GST), and similar other taxes, in respect of direct transaction between the Employer and the Contractor imposed upon, on the Plant and Equipment and mandatory spare parts specified in Price Schedule No.2 to be incorporated into the Facilities, by the Laws of Union of India”.</p>		

	<p>GCC 14.3 - Add the following at the end of the Sub-Clause: “The above will not apply to deemed export benefits”.</p> <p>GCC 14.4 – Add the following at the end of the Sub-Clause: “However, these adjustments would be restricted to direct transactions between the Employer and the Contractor and not on procurement of raw materials, intermediary components etc. by the Contractor. Further, no adjustment of the Contract Price shall be made on account of variation in deemed export benefits.”</p>
<b>2330. PCC 20 Design and Engineering</b>	<p>2331. GCC 20.3.4 - Add the following at the end of the Sub-Clause: “The procedure for submission of the documents by the Contractor and their approval by the Authority Engineer shall be discussed and finalized with the Contractor”.</p>
<b>2332. PCC 22 Installation</b>	<p>2333. PCC22.2.5 Working Hours Normal working hours are: _____ PCC 22.2.8 Funeral Arrangements: _____</p>
<b>2334. PCC 25. Commissioning and Operational Acceptance</b>	<p>2335. PCC 25.2.2 The Guarantee Test of the Facilities shall be successfully completed within <u>six months</u> from the date of Completion. <i>[Parts and separate times for the respective Guarantee Tests shall be specified where applicable].</i></p>
<b>2336. PCC 26. Completion Time Guarantee</b>	<p>2337. PCC 26.2 Applicable rate for liquidated damages: <u>1% of the total Contract Value per week</u> Maximum deduction for liquidated damages: <u>10% of the Contract Value.</u> PCC 26.3 Applicable (amount or rate) for the bonus for early Completion: Maximum bonus: Nil PCC 26.3 No bonus will be given for earlier Completion of the Facilities or part thereof.</p>
<b>2338. PCC 27. Defect Liability</b>	<p>2339. GCC 27.8 - -- Add the following as a new Sub-Clause 27.8.1: “GCC 27.8.1 At the end of the Defect Liability Period, the Contractor’s liability ceases except for latent defects. The Contractor’s liability for latent defects warranty shall be limited to period of three (3) years from the end of Defect Liability Period. For</p>

	<p>the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the Defect Liability Period defined in this GCC Clause 27, but later.”</p> <p>PCC 27.10 The critical components covered under the extended defect liability are _____, and the period shall be _____(to be inserted <b>only</b> when an extended defect liability is requested).</p>
<b>2340. PCC 30. Limitation of Liability</b>	<p>2341. <b>Sample Clause</b></p> <p>PCC 30.1 (b) The multiplier of the Contract Price is: _____</p> <p><i>[Note: insert if considered necessary, else omit PCC 30 altogether]</i></p>
<b>2342. PCC 31 Transfer of Ownership</b>	<b>2343. PCC 31.1 - deleted</b>
<b>2344. PCC 36 Change in Laws and Regulations</b>	<p>2345. GCC 36.1 - Add the following before the last sentence of the Sub-Clause:</p> <p>“However, these adjustments would be restricted to direct transactions between the Employer and the Contractor and not on procurement of raw materials, intermediary components etc. by the Contractor. Further, no adjustment of the Contract price shall be made on account of variation in deemed export benefits.”</p>
<b>2346. PCC 39. Value Engineering</b>	2347. PCC 39.1.2 Provisions related to Value Engineering do not apply.
<b>2348. PCC 46. Disputes and Arbitration</b>	<p>PCC 46.1</p> <p>The procedure for adhoc arbitration will be as follows:</p> <p>(a) In case of Dispute or difference arising between the Purchaser and a Contractor relating to any matter arising out of or connected with this contract, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Purchaser and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding</p>

	<p>Arbitrator shall be appointed by the* International Chamber of Commerce India (ICC India)/ Indian Council of Arbitration/ President of the Institution of Engineers (India).</p> <p>(b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the * International Chamber of Commerce India (ICC India)/ Indian Council of Arbitration/ President of the Institution of Engineers (India), shall appoint the Arbitrator. A certified copy of the order of the* International Chamber of Commerce India (ICC India)/ Indian Council of Arbitration/ President of the Institution of Engineers (India), making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration proceedings shall be held at_____, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the * International Chamber of Commerce India (ICC India)/ Indian Council of Arbitration/ President of the Institution of Engineers (India).</p> <p>(f) The Arbitrator should give final award within..... days of starting of the proceedings [<i>indicate the days (Between 120-180) by which arbitrator should give award</i>], unless otherwise agreed to by the Parties.</p> <p>(g) Performance under the contract shall continue during the arbitration proceedings and payments due to the Contractor by the Purchaser shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p>
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\* Choose *one alternative, or any other appropriate institution (depending on nature of the work).*

***Alternatively***

*[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration (and mediation) dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration' by the specific institution that is sought to be engaged e.g. The International Chamber of Commerce (India), Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation (IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]*

"Any dispute or difference whatsoever arising between the parties out of or relating to the Work, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.

The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at\_\_\_\_\_, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English". *[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs. 1 crore unless the parties have agreed otherwise for a sole arbitrator].*

## Section X - Contract Forms

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## Notification of Award - Letter of Acceptance

To: \_\_\_\_\_

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ for the Contract Price in the aggregate of \_\_\_\_\_, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X - Contract Forms, of the bidding document.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract Agreement



## Contract Agreement

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
BETWEEN

(1) \_\_\_\_\_ [*Name of Employer*], a corporation incorporated under the laws of \_\_\_\_\_ and having its principal place of business at \_\_\_\_\_ [*address of Employer*] (hereinafter called “the Employer”), and (2) \_\_\_\_\_ [*name of Contractor*], a corporation incorporated under the laws of \_\_\_\_\_ [*country of Contractor*] and having its principal place of business at \_\_\_\_\_ [*address of Contractor*] (hereinafter called “the Contractor”).

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. \_\_\_\_\_ [*list of facilities*] (“the Facilities”), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

### **Article 1. Contract Documents**

#### **1.1 Contract Documents (Reference GCC Clause 2)**

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Letter of Bid and Price Schedules submitted by the Contractor
- (c) Particular Conditions
- (d) General Conditions
- (e) Specification
- (f) Drawings
- (g) Other completed Bidding forms submitted with the Bid
- (h) Any other documents forming part of the Employer’s Requirements
- (i) Any other documents shall be added here

#### **1.2 Order of Precedence (Reference GCC Clause 2)**

In the event of any ambiguity or conflict between the Contract

Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.

**Article 2. Contract Price and Terms of Payment**

2349.2.1 Contract Price (Reference GCC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be: \_\_\_\_\_, \_\_\_\_\_ [*amount of Rs. in words*], [*amount in figures*], as specified in Price Schedule No. 5 (Grand Summary), or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in the Appendix (Terms and Procedures of Payment) hereto.

**2350. Article 3. Effective Date**

2351.3.1 Effective Date (Reference GCC Clause 1)

The Effective Date from which the Time for Completion of the Facilities shall be counted is the date when all of the following conditions have been fulfilled:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) The Contractor has submitted to the Employer the Performance Security and the advance payment guarantee;
- (c) The Employer has paid the Contractor the advance payment
- (d) *Any other conditions shall be added here (e.g., opening/confirmation of letter of credit).*

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of this Contract notification because of reasons not attributable to the Contractor, the Parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

**2352. Article 4. Communications**

- 2353.4.1 The address of the Employer for notice purposes, pursuant to GCC 4.1 is: \_\_\_\_\_.

- 4.2 The address of the Contractor for notice purposes, pursuant to

GCC 4.1 is: \_\_\_\_\_.

**2354. Article 5.  
Appendices**

2355.5.1 The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.

5.2 Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by, for and on behalf of the Employer

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Title]*

in the presence of \_\_\_\_\_

Signed by, for and on behalf of the Contractor

\_\_\_\_\_  
*[Signature]*

\_\_\_\_\_  
*[Title]*

in the presence of \_\_\_\_\_

## APPENDICES

- Appendix 1 Terms and Procedures of Payment
- Appendix 2 Price Adjustment
- Appendix 3 Insurance Requirements
- Appendix 4 Time Schedule
- Appendix 5 List of Major Items of Plant and Installation Services and List of Approved Subcontractors
- Appendix 6 Scope of Works and Supply by the Employer
- Appendix 7 List of Documents for Approval or Review
- Appendix 8 Functional Guarantees

*[Note: Sample Forms of Appendices 1 to 8 are provided herein. However, since the provisions of Appendices 1 through 8 would be contract specific, these may be finalized by the Employer on a case-to-case basis.]*

## **Appendix 1. Terms and Procedures of Payment**

*[The following Terms and Procedures of Payment are given as a guideline suitable for Supply and Installation Contracts. In the event that the Employer wishes to introduce substantially different terms of payment, it may be done in consultation with the Bank. If additional Price Schedules are introduced, suitable terms of payment for such additional schedules must be added]*

In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules. Payments will be made in Rs, unless otherwise agreed between the Parties. Applications for payment in respect of part deliveries may be made by the Contractor as work proceeds.

### **TERMS OF PAYMENT**

The lumpsum Contract Price Quoted by the bidder shall be paid as per following payment schedule:

Authority

Engineer

Milestone	Work Description	Payment
		(as    %    of Contract Price)

<b>Construction Period</b>		
2356. I	2357. Approval of Drawings, and Documentation pursuant to Schedule-B & C	<b>2358. 5.26%</b>
2359. II	2360. Completion of Civil Works required for the ATMS facilities including laying of OFC Backbone	<b>2361. 15%</b>

2362. III	2363. Supply and Installation of TMCS, VIDES & VASD System	<b>2364. 4%</b>
2365. IV	2366. Supply and Installation of VMS Equipment including supply of portable VMS	<b>2367. 4%</b>
2368. V	2369. Supply and Installation of ATMS Control Centre and 3 nos. Sub Centres Equipment including Set-up of all the modules given in Schedule-C, Office space etc	<b>2370. 4%</b>
2371. VI	2372. Testing, Commissioning and Successful Trial Run of entire ATMS Facility	<b>2373. 4%</b>
	<b>2374. Total (A)</b>	<b>2375. 36.26%</b>
<b>2376. Operation &amp; Maintenance Period</b>		
<b>2377.</b> The ATMS Contractor shall be paid Quarterly O&M payments after the issue of completion certificate during the O&M Period as follows:		
2378.	1st Year of O&M – Four equal quarterly payments @ 2.69%	<b>2379. 10.77%</b>
2380.	2nd Year of O&M – Four equal quarterly payments @ 2.91%	<b>2381. 11.66%</b>
2382.	3rd Year of O&M – Four equal quarterly payments @ 3.19%	<b>2383. 12.78%</b>
2384.	4th Year of O&M – Four equal quarterly payments @ 3.41%	<b>2385. 13.65%</b>
2386.	5th Year of O&M – Four equal quarterly payments @ 3.72%	<b>2387. 14.88%</b>
<b>2388. Total (B)</b>		<b>2389. 63.74%</b>
<b>2390. Grand Total (A+B)</b>		<b>2391. 100%</b>

#### 1.1.1. Payment during Operation & Maintenance (O&M) Period

The ATMS Contractor shall be paid Quarterly O&M payments as indicated above after the issue of completion certificate during the O&M Period. For avoidance of doubt the first O&M payment shall be eligible after three months from the date of issue of completion certificate. In the event the Contractor fails to meet the Service Level Requirement, it shall be deemed as failure of the O&M obligation of the Contractor and AUTHORITY shall be entitled to effect reduction in the quarterly O&M payment in accordance with Schedule-C.

#### PAYMENT PROCEDURES



The procedures to be followed in applying for certification and making payments shall be as follows: *[insert appropriate procedures, normally through bank transfer, crossed cheque for specific account number, letter of credit etc.]*

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## Appendix 2. Price Adjustment

Where the Contract Period (excluding the Defects Liability Period) exceeds eighteen (18) months, it is normal procedure that prices payable to the Contractor shall be subject to adjustment during the performance of the Contract to reflect changes occurring in the cost of labor and material components. In such cases the bidding document shall include in this Appendix 2 a formula of the following general type, pursuant to GCC Sub-Clause 11.2.

Where Contracts are of a shorter duration than eighteen (18) months or in cases where there is to be no Price Adjustment, the following provision shall not be included. Instead, it shall be indicated under this Appendix 2 that the prices are to remain firm and fixed for the duration of the Contract.

### Sample Price Adjustment Formula

If in accordance with GCC 11.2, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components, in accordance with the following formula:

$$P_1 = P_0 \cdot \left( a + b \frac{L_1}{L_0} + c \frac{M_1}{M_0} \right) - P_0$$

in which:

$P_1$  = adjustment amount payable to the Contractor

$P_0$  = Contract price (base price)

$a$  = percentage of fixed element in Contract price ( $a = \%$ )

$b$  = percentage of labor component in Contract price ( $b = \%$ )

$c$  = percentage of material and equipment component in Contract price ( $c = \%$ )

$L_0, L_1$  = labor indices applicable to the appropriate industry in India on the base date and the date for adjustment, respectively e.g. 'Labor -Consumer Price Index for Industrial Workers for .....centre' issued by 'Labour Bureau, Ministry of Labour & Employment, Government of India'.

$M_0, M_1$  = material and equipment indices in India on the base date and the date for adjustment, respectively e.g. 'Material - All India Wholesale Price Index (all

commodities or for specific machinery/ equipment) issued by “Economic Advisor to the Government of India, Ministry of Commerce and Industry”.

N.B.  $a+b+c=100\%$ .

### Conditions Applicable To Price Adjustment

The Employer shall specify the weightings for various indices, the appropriate type and source of labor and materials/equipment indices, and the applicable base date.

<u>Item</u>	<u>Source of Indices Used</u>	<u>Base Date Indices</u>
-------------	-------------------------------	--------------------------

The base date shall be the date twenty-eight (28) days prior to the Bid closing date.

The date of adjustment shall be the mid-point of the period of manufacture or installation of component or Plant.

The following conditions shall apply:

- (a) Price adjustment will be applied only if the resulting increase or decrease is more than two percent (2%) of the Contract price.
- (b) No price increase will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Employer under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The Employer will, however, be entitled to any price decrease occurring during such periods of delay.
- (c) The total adjustment (plus or minus) shall be subject to a ceiling amount of \_\_\_\_\_ percent (\_\_\_%) of the Contract price.
- (d) No price adjustment shall be payable on the portion of the Contract price paid to the Contractor as an advance payment.

*Note: For complex Plant supply and installation involving several sources of supply and/or a substantial amount of installation works, a family of formulas may be necessary.*

### Appendix 3. Insurance Requirements

Details to be completed by the Employer prior to issuing the bidding documents. In the event that the Employer provides any insurances under the Contract, appropriate details must be given.

#### Insurances to be Taken Out by the Contractor

In accordance with the provisions of GCC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

(a) Cargo Insurance

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefor) and to the construction equipment to be provided by the Contractor or its Subcontractors.

<u>Amount</u>	<u>Deductible limits</u>	<u>Parties insured</u>	<u>From</u>	<u>To</u>
---------------	--------------------------	------------------------	-------------	-----------

(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the Site for the purpose of performing its obligations during the defect liability period.

<u>Amount</u>	<u>Deductible limits</u>	<u>Parties insured</u>	<u>From</u>	<u>To</u>
---------------	--------------------------	------------------------	-------------	-----------

(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.

<u>Amount</u>	<u>Deductible limits</u>	<u>Parties insured</u>	<u>From</u>	<u>To</u>
---------------	--------------------------	------------------------	-------------	-----------

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

(e) Workers' Compensation

In accordance with the statutory requirements applicable in India.

(f) Employer's Liability

In accordance with the statutory requirements applicable in India.

(g) Other Insurances

The Contractor is also required to take out and maintain at its own cost the following insurances:

Details:

<u>Amount</u>	<u>Deductible limits</u>	<u>Parties insured</u>	<u>From</u>	<u>To</u>
---------------	--------------------------	------------------------	-------------	-----------

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Cargo, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

**Insurances To Be Taken Out By The Employer Contractor**

If the Employer is proposing to take out any or all of the above insurances itself, or any other insurances in respect of the Facilities, either in its own name or in the joint names of itself and the Contractor, it shall give details below prior to issuing the bidding documents. Under the terms of the Contract, the Contractor and the Contractor's Subcontractors shall be named as co-insureds under all such policies.

The Employer Contractor shall at its expense take out and maintain in effect during the performance of the Contract the following insurances.

Details:

<u>Amount</u>	<u>Deductible limits</u>	<u>Parties insured</u>	<u>From</u>	<u>To</u>
---------------	--------------------------	------------------------	-------------	-----------

The Employer should normally provide a Time Schedule to be followed by the Contractor during the performance of the Contract. The same is placed below:

	Activity	Time Period
Constructi	2392. , Supply,	2393. Six Months from the

	on Period	Installation, Testing, Commissioning and Trial Run of the ATMS	Handing over of Site
	2394. Operation & Maintenance Period	2395. Operation & Maintenance	2396. Five Years from the successful commissioning and trial run of the ATMS and issue of completion certificate by AUTHORITY/AUTHORITY's Representative



The contractor shall provide the Time Schedule for completion of project within 7 days of award of work, which shall be accepted and approved by Authority's Engineer with the written consent of the Employer. This schedule should be provided with the bidding documents under this Appendix. All completion times indicated must be in accordance with the information regarding Time(s) for Completion given in the Bid Data Sheet.

Except under exceptional circumstances, the Time Schedule should indicate periods of time (e.g., weeks or months) and not specify calendar dates. All periods should be shown from the Effective Date of the Contract.

Should it become necessary to amend the Time Schedule to reflect any agreements made with the selected Bidder prior to award of Contract, the amended Time Schedule shall replace the original Time Schedule prior to signature of the Contract Agreement.

If the bidding documents contain no Time Schedule, the Bidder shall be required to submit with its bid a detailed program, showing how and the order in which it intends to perform the Contract and showing the key events requiring action or decision by the Employer. In preparing this Program, the Bidder shall adhere to the Time(s) for Completion given in the Bid Data Sheet. The Time Schedule submitted by the selected Bidder and amended as necessary prior to award of Contract shall be included as Appendix to the Contract Agreement before the Contract is signed.

If bidders, pursuant to the provisions of the Instructions to Bidders, are to be permitted to offer an Alternative Bid based on a different Time Schedule, details of this and any resulting reduction in Price from their conforming bid based on the Time Schedule included in the bidding documents shall be submitted as an Attachment to their bid.

## **Appendix 5. List of Major Items of Plant and Installation Services and List of Approved Subcontractors**

Prior to award of Contract, the following details shall be completed, indicating those Subcontractors proposed by the Bidder in the corresponding Attachment to its bid that are approved by the Employer for engagement by the Contractor during the performance of the Contract.

A list of major items of Plant and Installation Services is provided below.

The following Subcontractors and/or manufacturers are approved for carrying out the items of the Facilities indicated below. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Sub-Clause 19.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

Major Items of Plant and Installation Services	Approved Subcontractors/Manufacturers	Nationality

## **Appendix 6. Scope of Works and Supply by the Employer**

The scope of work and supply by the Employer along with the specification are in accordance with the SCHEDULE A, B and C.

## **Appendix 7. List of Documents for Approval or Review**

Pursuant to GCC Sub-Clause 20.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Authority Engineer in accordance with the requirements of GCC Sub-Clause 18.2 (Program of Performance), the following documents for

### **A. Approval**

1.

2.

3.

### **B. Review**

1.

2.

3.

## Appendix 8. Functional Guarantees

### 1. General

This Appendix sets out

- (a) the functional guarantees referred to in GCC Clause 28 (Functional Guarantees)
- (b) the preconditions to the validity of the functional guarantees, either in production and/or consumption, set forth below
- (c) the minimum level of the functional guarantees
- (d) the formula for calculation of liquidated damages for failure to attain the functional guarantees.

### 2. Preconditions

The Contractor gives the functional guarantees (specified herein) for the facilities, subject to the following preconditions being fully satisfied:

*[List any conditions for the carrying out of the Guarantee Test referred to in GCC Sub-Clause 25.2.]*

### 3. Functional Guarantees

Subject to compliance with the foregoing preconditions, the Contractor guarantees as follows:

#### 3.1 Production Capacity

*[List here the production capacity that the Contractor is to guarantee, **making sure to use, as functional guarantees, the figures offered by the Contractor in its bid.**]*

**and/or**

#### 3.2 Raw Materials and Utilities Consumption

*[List here the guaranteed items of consumption per unit of production (e.g., kg, tons, kcal, kWh, etc.) that the Contractor is to guarantee, **making sure to use, as functional guarantees, the figures offered by the Contractor in its bid.**]*

### 4. Failure in Guarantees and Liquidated Damages

#### 4.1 Failure to Attain Guaranteed Production Capacity

If the production capacity of the facilities attained in the guarantee test, pursuant to GCC Sub-Clause 25.2, is less than the guaranteed figure specified in para. 3.1 above, but the actual production capacity attained in the guarantee test is not less than the minimum level specified in para. 4.3 below, and the Contractor elects to pay liquidated damages to the Employer in lieu of making changes, modifications

and/or additions to the Facilities, pursuant to GCC Sub-Clause 28.3, then the Contractor shall pay liquidated damages at the rate of \_\_\_\_\_ for every complete one percent (1%) of the deficiency in the production capacity of the Facilities, or at a proportionately reduced rate for any deficiency, or part thereof, of less than a complete one percent (1%).

#### 4.2 Raw Materials and Utilities Consumption in Excess of Guaranteed Level

*[To be specified in the appropriate wording for the type of facilities if there are consumption guarantees.]*

If the actual measured figure of specified raw materials and utilities consumed per unit (or their average total cost of consumption) exceeds the guaranteed figure specified in para. 3.2 above (or their specified average total cost of consumption), but the actual consumption attained in the guarantee test, pursuant to GCC Sub-Clause 25.2, is not more than the maximum level specified in para. 4.3 below, and the Contractor elects to pay liquidated damages to the Employer in lieu of making changes, modifications and/or additions to the Facilities pursuant to GCC Sub-Clause 28.3, then the Contractor shall pay liquidated damages at the rate of *[amount in Rs.]* for every complete one percent (1%) of the excess consumption of the Facilities, or part thereof, of less than a complete one percent (1%).

#### 4.3 Minimum Levels

Notwithstanding the provisions of this paragraph, if as a result of the guarantee test(s), the following minimum levels of performance guarantees (and consumption guarantees) are not attained by the Contractor, the Contractor shall at its own cost make good any deficiencies until the Facilities reach any of such minimum performance levels, pursuant to GCC Sub-Clause 28.2:

- (a) production capacity of the Facilities attained in the guarantee test: ninety-five percent (95%) of the guaranteed production capacity (the values offered by the Contractor in its Bid for functional guarantees represents 100%).

**and/or**

- (b) average total cost of consumption of all the raw materials and utilities of the Facilities: one hundred and five percent (105%) of the guaranteed figures (the figures offered by the Contractor in its Bid for functional guarantees represents 100%).

#### 4.4 Limitation of Liability

Subject to para. 4.3 above, the Contractor's aggregate liability to pay liquidated damages for failure to attain the functional guarantees shall not exceed \_\_\_\_\_ percent ( \_\_\_\_ %) of the Contract price.

**Performance Security - Bank Guarantee**  
**[including Additional Performance Security for unbalanced bids]**

*[Guarantor letterhead or SWIFT/SFMS identifier code]*

Performance Guarantee No..... *[insert guarantee reference number]*

Date..... *[insert date of issue of the guarantee]*

To: \_\_\_\_\_ *[name of Employer]*  
\_\_\_\_\_ *[address of Employer]*

WHEREAS \_\_\_\_\_ *[name and address of Contractor<sup>1</sup>]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ *[name of Contract and brief description of Facilities]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank<sup>2</sup> for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of \_\_\_\_\_ *[amount of guarantee<sup>3</sup>]* \_\_\_\_\_ *[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

\_\_\_\_\_

<sup>1</sup> In the case of a JV, insert the name of the Joint Venture

<sup>2</sup> The Bank Guarantee from a Scheduled Bank in India is acceptable to the Employer.

<sup>3</sup> An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sums, if any, and denominated in Indian Rupees.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall (a) be reduced by half upon our receipt of a copy of the Operational Acceptance Certificate; and (b) expire no later than the earlier of:<sup>4</sup> (i) twelve months after our receipt of either (a) above; or (ii) eighteen months after our receipt of a copy of the Completion Certificate; or (iii) the \_\_\_\_ day of \_\_\_\_, 2\_\_\_\_.<sup>5</sup>

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

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

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<sup>4</sup> This text shall be revised as and where necessary to take into account (i) partial acceptance of the Facilities in accordance with Sub-Clause 25.4 of the GCC; and (ii) extension of the performance security when the Contractor is liable for an extended warranty obligation pursuant to Sub-Clause 27.10 of the GCC (although in this latter case the Employer might want to consider an extended warranty security in lieu of the extension of the performance security).

<sup>5</sup> Insert the date twenty-eight days after the expected expiration date of 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 [six months][one 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."

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



## Advance Payment Security (Deleted)

### Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Advance Payment Guarantee No..... *[insert guarantee reference number]*

Date..... *[insert date of issue of the guarantee]*

To: \_\_\_\_\_ *[name of Employer]*  
 \_\_\_\_\_ *[address of Employer]*  
 \_\_\_\_\_ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-clause 13.2 ("Advance Payment Security") of the above-mentioned Contract, \_\_\_\_\_ *[name and address of Contractor<sup>6</sup>]* (hereinafter called "the Applicant") shall deposit with \_\_\_\_\_ *[name of Employer]* a bank guarantee<sup>7</sup> to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ *[amount of guarantee<sup>8</sup>]* \_\_\_\_\_ *[in words]*.

We, the \_\_\_\_\_ *[bank]*, as instructed by the Applicant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Applicant, in the amount not exceeding \_\_\_\_\_ *[amount of guarantee]* \_\_\_\_\_ *[in words]*.

<sup>6</sup> In the case of a JV, insert the name of the Joint Venture

<sup>7</sup> The Bank Guarantee from a Scheduled Bank in India is acceptable to the Employer.

<sup>8</sup> An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

We further agree that no change or addition to or other modification of the terms of the Contract or of work to be performed thereunder or of any of the Contract documents which may be made between \_\_\_\_\_ *[name of Employer]* and the Applicant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ *[name of Employer]* receives full repayment of the same amount from the Applicant. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

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

*Attachment 1***Amendments for Permitting Standstill Period<sup>9</sup>****(Refer ITB Clause 44)**

In contracts where it is proposed to permit Standstill Period [*in the case of high risk or specialized/complex contracts only*], the following corrections shall be incorporated in this document

**1. Instructions to Bidders & Bid Data Sheet****1.1 Insert ITB 44.1 as under:**

**44.1** The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is **specified in the BDS**. Where only one Bid is submitted, the Standstill Period shall not apply.

**1.2 Insert ITB 45.1 as under:**

**45.1** When a Standstill Period applies, it shall commence when the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the letter is addressed) was unsuccessful, unless the price information in (c) above already reveals the reason;
- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

**1.3 Substitute ITB 47.1 as under:**

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<sup>9</sup> These are instructions for the Borrower and should be removed from final bid document.

**47.1** Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in BDS ITB 44.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Employer shall transmit the Letter of Acceptance to the successful Bidder. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

**1.4 Insert ITB 48 as under:**

**48. Debriefing by the Employer**

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

**48.2** Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. In any case, irrespective of the circumstances, all debriefings shall be completed within 10 business days. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

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

**48.4** Debriefings of unsuccessful Bidders may be done in writing or verbally. The debriefing will cover only the bid of particular bidder requesting the debriefing, and not the bids of the competitors. The Bidder shall bear its own costs of attending such a debriefing meeting.

**1.5 Insert ITB 52 as under:**

**52. Procurement Related Complaint**

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

**1.6 Insert BDS ITB 44 as under:**

**ITB 44 Standstill Period**

The Standstill Period is 10 Business Days [*note: the minimum number of Business Days is ten (10)*] after the date the Employer has transmitted to all Bidders that submitted a Bid, the Notification of its Intention to Award the Contract to the successful Bidder.

*[State ‘No Standstill Period applies to this Bidding process.’ If this Bidding process is in response to an emergency situation recognized by the Bank’]*

**1.7 Insert BDS ITB 52.1 as under:**

**ITB 52.1**

The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:

**For the attention:** *[insert full name of person receiving complaints]*

**Title/position:** *[insert title/position]*

**Employer:** *[insert name of Employer]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

**In summary, a Procurement-related Complaint may challenge any of the following:**

1. the terms of the Bidding Documents; and
2. the Employer’s decision to award the contract.

**2. section X - Contract Forms**

**2.1 Insert the Form ‘Notification of Intention to Award’ as under:**

## **Notification of Intention to Award**

*[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.]*

*[Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form]*

For the attention of Bidder’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: [email/fax] on [date] (local time)

## Notification of Intention to Award

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

**Project:** [insert name of project]

**Contract title:** [insert the name of the contract]

**Country:** [insert country where RFB is issued]

**Loan No. /Credit No.:** [insert reference number for loan/credit/grant]

**RFB No:** [insert RFB reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

<b>Name:</b>	[insert name of successful Bidder]
<b>Address:</b>	2397. [insert address of the successful Bidder]
<b>2398. Contract price:</b>	2399. [insert contract price of the successful Bid]

### 2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid Cost
[insert name]	2400. [insert Bid price]	2401. [insert evaluated cost]
2402. [insert name]	2403. [insert Bid price]	2404. [insert evaluated cost]
2405. [insert name]	2406. [insert Bid price]	2407. [insert evaluated cost]
2408. [insert name]	2409. [insert Bid price]	2410. [insert evaluated cost]

	<i>price]</i>	<i>cost]</i>
2411. <i>[insert name]</i>	2412. <i>[insert Bid price]</i>	2413. <i>[insert evaluated cost]</i>

### 3. Reason/s why your Bid was unsuccessful

***[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]***

### 4. How to request a debriefing

**DEADLINE:** The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing, your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Employer]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

### 5. How to make a complaint

**Period:** Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Employer]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the Procurement Regulations for IPF Borrowers (Procurement Regulations) [<https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005>] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "How to make a Procurement-related Complaint" [<http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework>] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## 6. Standstill Period

**DEADLINE:** The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.



On behalf of the Employer:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**2.2 Substitute the first note in Italics in the Form ‘Notification of Award’ as under:**

*[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clause 47. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only upon expiry of the Standstill Period, specified in BDS ITB 44.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, subject to any review by the World Bank required under the Loan Agreement.]*