



ARIAS SOCIETY

Assam Rural Infrastructure and Agricultural Services Society

(An Autonomous Body of the Govt. of Assam)

**Project Management Unit (PMU) of the Asian Development Bank financed
Assam Sustainable Wetland and Integrated Fisheries Transformation (SWIFT) Project
Agriculture complex, Khanapara, G.S. Road, Guwahati-781022(Assam, India)**

Tel:+91361-2332004; website:www.arias.in; email: swift-spd@arias.in

**Assam Sustainable Wetland and Integrated Fisheries
Transformation (SWIFT) Project
(PROJECT NO: 57042-001)**

**Procurement of Works
Small Contracts**

**Bidding Document for
Procurement of**

**Conservation, Restoration and Rejuvenation works of the
Mugdi Beel under Nalbari District under Assam SWIFT
Project**

Vol-1 (Main Bidding Document)

Issued on : 01 May, 2026
Invitation for Bids No. : ARIAS /ADB-SWIFT/CW10-12
OCB No : ARIAS /ADB-SWIFT/OCB-36
Employer : ARIAS Society, Agriculture Complex
Khanapara, Assam -22
Country : India

Note: Exemption for Bid Security for SC / ST or any other organisation / agency shall not be applicable. The Bid Security amount is fixed as shown in the bid document. The bidders shall make no change in the amount of Bid Security at the time of submission of Bids online.

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INVITATION FOR BIDS

Date : 01 May, 2026

Loan No : 57042-001;

Title : Assam Sustainable Wetland and Integrated Fisheries Transformation (SWIFT) Project

Contract No. : ARIAS /ADB-SWIFT/CW10-12

Title : Conservation, Restoration and Rejuvenation works of the 'Mugdi Beel' under Nalbari District under the Assam SWIFT Project

Deadline for Submission of Bids: 22 May 2026

1. The Government of Assam through Government of India has applied for financing from the Asian Development Bank (ADB) toward the cost of Assam Sustainable Wetland and Integrated Fisheries Transformation (SWIFT) Project. Part of this financing will be used for payments under the Contract named above. Bidding is open to Bidders from eligible source countries of ADB.
2. The ARIAS Society ("the Employer") invites bids from eligible Bidders for the Construction and Completion of **Conservation, Restoration and Rejuvenation works of the 'Mugdi Beel' of Nalbari District under the Assam SWIFT Project** ("the Works").
3. Open competitive bidding will be conducted in accordance with ADB's Procurement Directive for ADB Borrowers: Goods, Works, Non-consulting and Consulting Services (2026, as amended from time to time and is open to all Bidders from eligible countries as described in the Bidding Document.
4. Only eligible Bidders with the following key qualifications defined in the Bidding Document may participate in this bidding:
 - (a) Average Annual Construction Turnover for last five (5) years (2020-21 to 2024-25) equal to or more than **INR 2.43 Crore (Rupees Two Crore and Forty Three Lakh only)**,
 - (b) Successfully or substantially completed at least one civil works contract within the last seven (7) years, where the value of the Bidder's participation exceeds **INR 1.22 Crore (Rupees One Crore and Twenty Two Lakh only)**,
 - (c) Has experience in Construction of Civil works related to water resources management structures.
 - (d) Meet other requirements as indicated in the bid document.

However, for complete eligibility and qualification requirements, Section-3 of the bidding document shall be referred.

5. To obtain further information and inspect the bidding documents, Bidders should contact: **The ARIAS Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati - 781022 (Assam, India) [Tel: +91361-2332004; email: swift-spd@arias.in]**

6. The bidding document is available online on <http://assamtenders.gov.in> from **10:00 A.M. of 01 May, 2026 to 02:00 P.M. of 22 May, 2026** for a non-refundable fee of **Rs. 4,866.00 (Rupees Four Thousand Eight Hundred and Sixty Six only)** to be submitted online on <http://www.assamtenders.gov.in> along with the bid. The bidders would be responsible for ensuring that any addendum available on the website is also downloaded and incorporated. .
7. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website:<http://assamtenders.gov.in>. .
8. Bids must be submitted online on <http://www.assamtenders.gov.in> on or before 02:00 P.M. of 22 May, 2026 and the 'Technical Part' of the bids will be opened online at 02:15 P.M. of 22 May, 2026. 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. The electronic bidding system would not allow any late submission of bids.
9. All Bids must be accompanied by a Bid Security for the amount **of Rs. 4,86,510.00 (Rupees Four Lakh Eighty Six Thousand Five Hundred and Ten only)** which can be deposited online on <http://www.assamtenders.gov.in> as per **OM No.FEB.269/2017/27 dated 21/08/2019**. In case, the bidder wishes to submit Bid Security in the form of a Bank Guarantee, the bidder is required to submit the same in hard copy (original) in addition to uploading the scanned copy as a part of the online bid submission. The Bank Guarantee shall have to be valid for 28 days beyond the validity of the bid. **Exemption for Bid Security for SC / ST or any other organisation / agency shall not be applicable. The Bid Security amount is fixed as shown in the bid document. Bids from bidders with lesser amount of Bid Security shall be rejected outright.**
10. A pre-bid meeting will be held on **11:00 A.M. of 11 May, 2026** at the ARIAS Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati - 781022 (Assam, India) to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in ITB 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.
11. Other details can be seen in the bidding document. The Employer shall not be 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.
12. Bids will be opened online at **02:15 P.M. of 22 May, 2026** i.e. promptly after the deadline for bid submission in the presence of Bidders' representatives who choose to attend.

Sd/-
State Project Director
ARIAS Society

Table of Clauses

A.	General.....	6
1.	Scope of Bid.....	6
2.	Source of Funds.....	6
3.	Fraud and Corruption.....	6
4.	Eligible Bidders.....	8
5.	Eligible Materials, Equipment, and Services.....	10
B.	Contents of Bidding Document.....	10
6.	Sections of Bidding Document.....	10
7.	Clarification of Bidding Document, Site Visit, Pre-Bid Meeting.....	11
8.	Amendment of Bidding Document.....	11
C.	Preparation of Bids.....	12
9.	Cost of Bidding.....	12
10.	Language of Bid.....	12
11.	Documents Comprising the Bid.....	12
12.	Letter of Bid and Schedules.....	13
13.	Alternative Bids.....	13
14.	Subcontractors.....	13
	Documents Establishing.....	13
15.	the Qualifications of the Bidder.....	13
16.	Documents Comprising the Technical Proposal.....	14
17.	Bid Prices and Discounts.....	14
18.	Currencies of Bid and Payment.....	15
19.	Period of Validity of Bids.....	15
20.	Bid Security/ Bid-Securing Declaration.....	15
21.	Format and Signing of Bid.....	16
D.	Submission and Opening of Bids.....	17
22.	Sealing and Marking of Bids.....	17
23.	Deadline for Submission of Bids.....	17
24.	Late Bids.....	18
25.	Withdrawal, Substitution, and Modification of Bids.....	18
26.	Bid Opening.....	18
E.	Evaluation and Comparison of Bids.....	20
27.	Confidentiality.....	20
28.	Clarification of Bids.....	20
29.	Qualification of the Bidder.....	21
30.	Deviations, Reservations, and Omissions.....	21

31.	Determination of Responsiveness.....	21
32.	Nonmaterial Nonconformities.....	22
33.	Technical Scoring.....	Error! Bookmark not defined.
34.	Correction of Arithmetical Errors	22
35.	Conversion to Single Currency	23
36.	Domestic Preference.....	23
37.	Financial Evaluation.....	23
38.	Combined Technical and Financial Scores	Error! Bookmark not defined.
39.	Abnormally Low Bids	24
40.	Unbalanced or Front-Loaded Bids.....	24
41.	Employer’s Right to Accept Any Bid, and to Reject Any or All Bids.....	25
F.	Award of Contract.....	25
42.	Award Criteria.....	25
43.	Notice of Intention for Award of Contract	25
44.	Invitation to Finalization of the Draft Contract Before Notification of Award....	25
45.	Standstill Period	25
46.	Notification of Award.....	26
47.	Signing of Contract	26
48.	Performance Security.....	27
49.	Bidding-Related Complaints.....	27

Section 1: Instructions to Bidders

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

A. General

1. Scope of Bid

- 1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Employer, as indicated in the BDS, issues this Bidding Document for the procurement of the Works as specified in Section 6 (Employer's Requirements). The name, identification, and number of contracts of this bidding are provided in the BDS.
- 1.2 Throughout this Bidding Document,
 - (a) the term "in writing" means communicated in written form and delivered against receipt;
 - (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
 - (c) "day" means calendar day.

2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called "Financing Agreement"), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.

3. Fraud and Corruption

- 3.1 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, sub consultants, service providers, sub suppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

- (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard; and
 - (vi) “integrity violation” means any act, as defined under ADB’s Investigation and Enforcement Framework (as amended from time to time),, which violates ADB’s Anticorruption Policy, including to (v) above and the following: failure to disclose and manage conflict of interest¹, obstructive practice, violations of debarment, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (d) will impose enforcement and disclosure actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Investigation and Enforcement Framework,, including declaring ineligible, either indefinitely or for a stated period of time, to participate² in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
 - (e) will have the right to require that a provision be included in Bidding document and

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

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

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

- 3.2 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are required to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation is set out in detail in the Investigation and Enforcement Framework.
- 3.3 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, and agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are required to cooperate fully in any investigation when requested by ADB to do so.
- 3.4 The Employer hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.
- 3.5 Furthermore, Bidders shall be aware of the provisions stated in GCC 28.3 and 73.2(i).

4. Eligible Bidders

- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprises subject to ITB 4.5—or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture:
 - (a) all partners shall be jointly and severally liable; and
 - (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.
- 4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Subcontractors or Suppliers for any part of the Contract including related services.
- 4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:
 - (a) they have controlling shareholders in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or

- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3 (a)–(d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or
- (f) a Bidder, Joint Venture partner, associate, parent company, or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract; or
- (h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i) a Bidder that has a financial or familial relationship with the Employer’s personnel including personnel of project implementing/executing agency, or of a recipient of a part of the loan who: (i) are directly or indirectly involved in the preparation of the Bidding Document or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to ADB throughout the procurement process and execution of the contract.

4.4 A firm will not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB’s investigation.

4.5 Government-owned enterprises in the Employer’s country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer.

4.6 A Bidder shall not be under suspension from Bidding by the Employer as the result of the execution of a Bid–Securing Declaration.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

4.8 Bidders shall be excluded if, by an act of compliance with a decision of the United Nations

Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods from, or payments to, a particular country, person, or entity in respect of goods or services originating in that country. Where the Borrower's country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.

5. Eligible Materials, Equipment, and Services

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

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART I Bidding Procedures

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

PART II Requirements

- Section 6 Employer's Requirements (ERQ)

PART III Conditions of Contract and Contract Forms

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

- 6.2 The IFB issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their addenda, if they were not obtained directly from the source stated by the Employer in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the

Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.

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

- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids, within a period given in the BDS. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 23.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself, on its own risk and responsibility, all information that may be necessary for preparing the Bid and entering into a contract for the construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised—without identifying the source—and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 23.2.

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

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

11.2 The Technical Bid shall comprise the following:

- (a) Letter of Technical Bid;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 20;
- (c) alternative Bids, if permissible, in accordance with ITB 13;
- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2;
- (e) documentary evidence in accordance with ITB 15, establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (f) Technical Proposal in accordance with ITB 16; and
- (g) any other document required in the BDS.

11.3 The Price Bid Shall Comprise the following;

- (a) Letter of Price Bid;
- (b) completed Price Schedules, in accordance with ITB 12 and ITB 17;
- (c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13; and
- (d) any other document required in the BDS.

11.4 In addition to the requirements under ITB 11.1, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.

12. Letters of Bid and Schedules

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

13. Alternative Bids

13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered. If permitted, the evaluation method will be as specified in Section 3 (Evaluation and Qualification Criteria).

13.2 Unless otherwise indicated in the BDS, alternative times for completion shall not be considered. If permitted, the evaluation method will be as specified in Section 3 (Evaluation and Qualification Criteria).

13.3 Unless otherwise indicated in the BDS, alternative technical solutions shall not be considered. If permitted to submit alternative technical solutions for specified parts of the Works, such parts will be identified in the BDS and described in Section 6 (Works' Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).

13.4 Except as provided under ITB 13.3 above, Bidders wishing to offer technical alternatives to the requirements of the Bidding Document must first price the Employer's design as described in the Bidding Document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.)

14. Subcontractors

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

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

15. Documents Establishing the Qualifications of the Bidder

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

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

in ITB 36.

16. Documents Comprising the Technical Proposal

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

17. Bid Prices and Discounts

17.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the Schedules shall conform to the requirements specified below.

17.2 The Bidder shall submit a bid for the whole of the works described in ITB 1.1 by filling in prices for all items of the Works, as identified in Section 4 (Bidding Forms). In case of admeasurement contracts, the Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities. Unit rates and prices for all items of the Works described in the Bill of Quantities shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.

17.3 The price to be quoted in the Letter of Price Bid shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Bid may result in the rejection of the Bid.

17.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Price Bid, in accordance with ITB 12.1.

17.5 The prices shall be either fixed or adjustable as specified in the BDS.

(a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as nonresponsive and rejected.

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

17.6 If so indicated in ITB 1.1, bids are invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 17.4, provided the Bids for all contracts are submitted and

opened at the same time.

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

18. Currencies of Bid and Payment

- 18.1 The currency(ies) of the Bid and payment shall be as specified in the BDS.
- 18.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the prices shown in the appropriate form(s) of Section 4, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

19. Period of Validity of Bids

- 19.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Employer in accordance with ITB 23.1. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with ITB 20, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request shall not be required or permitted to modify its Bid.

20. Bid Security/ Bid-Securing Declaration

- 20.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.
- 20.2 If a Bid-Securing Declaration is required pursuant to ITB 20.1, it shall use the form included in Section 4 (Bidding Forms). The Employer will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.
- 20.3 If a bid security is specified pursuant to ITB 20.1, the bid security shall be, at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee (hard copy of the bank guarantee or in the form of SWIFT message MT760), or
 - (b) an irrevocable letter of credit, or
 - (c) a cashier's or certified check all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms) or another form acceptable to the Employer. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of

extension if requested under ITB 19.2.

- 20.4 Unless otherwise specified in the BDS, any Bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 20.1, shall be rejected by the Employer as nonresponsive.
- 20.5 If a bid security is specified pursuant to ITB 20.1, the bid security of substantially nonresponsive Technical Bids shall be returned before opening the Price Bids. The bid security of unsuccessful Bidders at Price Bid Evaluation shall be returned promptly upon the successful Bidder's furnishing of the Performance Security pursuant to ITB 47.
- 20.6 If a bid security is specified pursuant to ITB 20.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 20.7 .The bid security may be forfeited or the Bid-Securing Declaration executed, if
- (a) notwithstanding ITB 25.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, except as provided in ITB 19.2; or
 - (b) the successful Bidder fails to
 - (i) sign the Contract in accordance with ITB 46;
 - (ii) furnish a Performance Security in accordance with ITB 47;
 - (iii) accept arithmetical corrections in accordance with ITB 33; or
 - (iv) furnish a domestic preference security, if applicable.
- 20.8 If the bid security is required as per ITB 20.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If the Bid- Securing Declaration is required as per ITB 20.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

21. Format and Signing of Bid

- 21.1. The Bidder shall prepare one original set of documents comprising the Technical Bid and one original set of the Price Bid as described in ITB 11 and clearly mark it "ORIGINAL-TECHNICAL BID and ORIGINAL PRICE BID." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Technical and Price Bid in the number specified in the BDS, and clearly mark each of them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2. The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected

in the first instance. The Employer shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure to provide an acceptable authorization within the period stated in the Employer's request shall cause the rejection of the Bid. If either the Letter of Technical Bid or Price Bid or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

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

D. Submission and Opening of Bids

22. Sealing and Marking of Bids

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

- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL - TECHNICAL BID," "ORIGINAL - PRICE BID," and "COPY NO... - TECHNICAL BID" and "COPY NO.... - PRICE BID." These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative Bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 22.2 and ITB 22.5.
- (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

- 22.2 The inner and outer envelopes shall

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer as provided in BDS 23.1;
- (c) bear the specific identification of this bidding process indicated in BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

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

- 22.4 The inner envelopes containing the Price Bid shall bear a warning not to open until advised by the Employer in accordance with ITB 26.7.

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

23. Deadline for Submission of Bids

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

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

24. Late Bids

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

25. Withdrawal, Substitution, and Modification of Bids

25.1 A Bidder may withdraw, substitute, or modify its Technical Bid or Price Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be

(a) prepared and submitted in accordance with ITB 21 and ITB 22 (except for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.

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

25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid or any extension thereof.

26. Bid Opening

26.1 The Employer shall open the Technical Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders' designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 22.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.

26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening.

26.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Technical Bid and/or Substitution Price Bid shall be exchanged for the corresponding envelopes being substituted, which are to be returned to the Bidder

unopened. Only the Substitution Technical Bid, if any, shall be opened, read out, and recorded. Substitution Price Bid will remain unopened in accordance with ITB 26.1. No envelope shall be substituted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

- 26.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid shall be modified unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Price Bids, both Original as well as Modification, will remain unopened in accordance with ITB 26.1.
- 26.5 All other envelopes holding the Technical Bids shall be opened one at a time, and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the presence of a bid security or Bid-Securing Declaration, if required; and
 - (d) any other details as the Employer may consider appropriate.

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

- 26.6 The Employer shall prepare a record of the Technical bid opening, which shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative bids; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and posted online when electronic bidding is permitted.
- 26.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
- 26.8 The Employer will notify in writing Bidders who have been rejected for submitting nonresponsive Technical Bids and return their Price Bids unopened together with their bid securities, before opening the Price Bids of the substantially responsive Bidders.
- 26.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, and who passed the minimum MPC threshold, if applicable, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.

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

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

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

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

E. Evaluation and Comparison of Bids

27. Confidentiality

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

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

27.3 Notwithstanding ITB 27.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it may do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, and comparison of the Technical Bids and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 34.

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

29. Qualification of the Bidder

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

30. Deviations, Reservations, and Omissions

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

31. Determination of Responsiveness

- 31.1 The Employer shall examine the Technical Bid to confirm that all documents and technical documentation requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
- 31.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the offer shall be rejected.
 - (a) Letter of Technical Bid;
 - (b) written confirmation of authorization to commit the Bidder;
 - (c) Bid Security or Bid-Securing Declaration, if applicable; and
 - (d) Technical Proposal in accordance with ITB 16.
- 31.3 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.
- 31.4 A substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,
 - (a) if accepted, would

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

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

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

32. Nonmaterial Nonconformities

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

32.2 Provided that a Technical Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Technical Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

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

33. Correction of Arithmetical Errors

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

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

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

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

34. Conversion to Single Currency

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

35. Domestic Preference

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

36. Financial Evaluation

36.1 Provided that a Bid is substantially responsive with the technical evaluation in accordance with Section 3 (Evaluation and Qualification Criteria), the Employer will proceed with the detailed evaluation of financial aspects. The Employer shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

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

- (a) the bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Grand Summary, but including Daywork items, where priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 17.4;
- (d) price adjustment for nonmaterial nonconformities in accordance with ITB 32.3;
- (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34;
- (f) assessment whether the bid is abnormally low in accordance with ITB 39; and
- (g) application of all the evaluation factors indicated in Section 3 (Evaluation and Qualification Criteria).

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

36.4 If this Bidding Document allows Bidders to submit separate bids for different contracts (or lots), and the award to a single Bidder of multiple contracts (or lots), the methodology to determine the Most Advantageous Bid combinations, including any discounts offered in the Letter of Price Bid and Schedule, is specified in Section 3 (Evaluation and Qualification Criteria).

37. Lowest Evaluated Bid

37.1 The Employer will proceed with the comparison of the Bids prices amongst the substantially

responsive bids. The Bid with the lowest price will be determined as the Most Advantageous Bid.

38. Abnormally Low Bids

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

39. Unbalanced or Front-Loaded Bids

- 39.1 If the Bid, which results in the Most Advantageous Bid, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed, as well as the pricing and sources of materials, equipment and labor.
- 39.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:
- (a) accept the Bid; or
 - (b) accept the Bid, but require that the total amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against

financial loss in the event of default of the successful Bidder under the Contract subject to ITB 47.2; or

- (c) reject the Bid and make a similar determination for the next ranked bid

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

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

F. Award of Contract

41. Award Criteria

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

42. Notice of Intention for Award of Contract

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

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

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

44. Standstill Period

- 44.1 The purpose of a standstill period is to allow unsuccessful bidders an opportunity to challenge an intended contract award decision before the actual notification of award. If standstill provisions apply this shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before issuing the Notification of Award as per ITB 46) within which any unsuccessful bidder can challenge the proposed award.

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

- 44.2 If standstill period applies, unsuccessful bidders may request a debriefing request during the standstill period.
- 44.3 In the event there are any complaints during the standstill period, prior to issuance of the Notification of Award, it will be a condition that the Employer satisfactorily addresses the complaint. However, continuation of a complaint shall not be a ground for the Employer not to proceed in accordance with ITB 45.
- 44.4 If the standstill period does not apply, upon notification of award through the issuance of a Letter of Acceptance under ITB 45.1, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Employer shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

45. Notification of Award

- 45.1 Prior to the expiration of the period of bid validity; and upon satisfactorily addressing any complaints received during the standstill period, if applicable, and after finalization of the draft contract provisions, the Employer shall transmit the Notification of Award through the issuance of a Letter of Acceptance using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted, together with the finalized contract, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within 14 days of receiving this request
- 45.2 Until the formal contract is executed by the contracting parties, the notification of award through the issuance of a Letter of Acceptance shall constitute a binding Contract between the Employer and the Contractor.
- 45.3 Within 2 weeks of the award of contract the Borrower shall publish in an English language newspaper or widely known and freely accessible website the results identifying the bid and lot or package numbers, as applicable and the following information:
- i. name of each Bidder who submitted a Bid;
 - ii. bid prices as read out at bid opening;
 - iii. name and evaluated prices of each Bid that was evaluated;
 - iv. name(s) of Bidders whose bids were rejected and the reasons for their rejection; and
 - v. name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
 - vi. successful Bidder's Beneficial Ownership Disclosure Form.

46. Signing of Contract

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

47. Performance Security

- 47.1 Within 28 days of the receipt of notification of award through issuance of Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, subject to ITB 39, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the bank issuing Performance Security is located outside the Employer's country, it shall be counter-guaranteed or encashable by a bank in the Employer's country.
- 47.2 Failure of the successful Bidder to submit the abovementioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the next ranked Bidder whose offer is substantially responsive and Most Advantageous Bid as determined by the Employer to be qualified to perform the Contract satisfactorily.
- 47.3 The above provision shall also apply to the furnishing of a domestic preference security, if so required.

48. Bidding-Related Complaints

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

Section 2: Bid Data Sheet

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

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is: ARIAS /ADB-SWIFT/CW10-12
ITB 1.1	The Employer is: ARIAS Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati, Assam-781022, India, Telephone: 0361 - 2332004, E-mail: swift-spd@arias.in
ITB 1.1	The name of the bidding process is: Open Competitive Bidding The identification number of the bidding process is: ARIAS /ADB-SWIFT/OCB-36 The number and identification of lots comprising this bidding process is: None
ITB 2.1	The Borrower is: Government of India
ITB 2.1	The name of the Project is: Assam Sustainable Wetland and Integrated Fisheries Transformation (SWIFT) Project (PROJECT NO.: 57042-001)

B. Contents of Bidding Documents

ITB 7.1	For clarification purposes only, the Employer's address is: Attention: ARIAS Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati, Assam-781022, India, Telephone: 0361 - 2332004, E-mail: swift-spd@arias.in Requests for clarification should be received by the Employer no later than: 10 days prior to the deadline of submission of bids
ITB 7.4	A Pre-Bid meeting shall take place. Date: 11 May, 2026 Time: 11:00 A.M. Place: ARIAS Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati, Assam-781022,India, A site visit conducted by the Employer will not be organized.

C. Preparation of Bids

ITB 10.1	The language of the Bid is: English
ITB 11.2(g)	The Bidder shall submit with its Technical Bid the following additional documents: Not Applicable
ITB 11.3(b)	In accordance with ITB 12 and ITB 14, the following schedules shall be submitted with the Bid, including the priced Bill of Quantities for admeasurement contracts The Price Schedules shall be filled up by the bidder online as per the BOQ format..
ITB 11.3 (d)	The Bidder shall submit with its Price Bid the following additional documents: Not Applicable

ITB 12.1	The units and rates in figures entered into the Bill of Quantities and Daywork Schedule should be should be filled up online.
ITB 13.1	Alternative Bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: Alternative solutions shall not be permitted
ITB 14.1	The Employer does not intend for the contractor to execute any specific elements of the Works through nominated Subcontractors.
ITB 16.1	The Bidder shall submit the following additional documents in the Technical Proposal of its Bid: None
ITB 17.5	The prices quoted by the Bidder shall be fixed
ITB 18.1	The prices shall be quoted by the Bidder and shall be paid in: Indian Rupees (INR).
ITB 19.1	The bid validity period shall be 120 days.
ITB 20.1	<p>The Bidder shall furnish a bid security in the amount of Rs. 4,86,510.00 (Rupees Four Lakh Eighty Six Thousand Five Hundred and Ten only) through online portal- http://www.assamtenders.gov.in</p> <p>However, at the option of the Bidder, the bid security may be submitted in the form of a irrevocable Bank Guarantee as mentioned in ITB 19.1 issued in the name of the ‘State Project Director, ARIAS Society’, as per the format attached to the Bidding Document.</p> <p>Scanned Copy of the Bank Guarantee shall be uploaded along with Technical Bid to be submitted by the Bidder and Orginal Hard Copy of Bank Guarantee shall be submitted to the ‘State Project Director, ARIAS Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam)’ before the deadline for submission of the Bid.’</p>
ITB 20.2	The ineligibility period will be Not applicable
ITB 20.4	No further instruction.
ITB 21.1	In addition to the original Bid, the number of copies is: Not applicable.
ITB 21.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: “An organizational document, board resolution or its equivalent, or power of attorney specifying the representative’s authority to sign the Bid on behalf of, and to legally bind, the Bidder. If the Bidder is an intended or an existing Joint Venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the Joint Venture to sign on behalf of, and legally bind, the intended or existing Joint Venture. If the Joint Venture has not yet been formed, also include evidence from all proposed Joint Venture partners of their intent to enter into a Joint Venture in the event of a contract award in accordance with ITB 11.2.”
ITB 21.2	The Bidder shall submit an acceptable authorization within 7 (seven) days.

D. Submission and Opening of Bids

ITB 22.1	Bidders shall submit their Bids electronically.
ITB 22.1 (b)	<p>The electronic bidding submission procedures shall be:</p> <p>Special Instructions to the bidders for the e-submission of the bids online through this eProcurement Portal – https://assamtenders.gov.in</p> <ol style="list-style-type: none">1. The Bidders must submit bids online following the instructions appearing on the screen. Detailed guidelines for e-procurement are also available on the e-procurement portal. Bidder should do Online Enrolment in this Portal.2. Bidder then logs into the portal giving user id / password chosen during enrollment.3. The e-token that is registered should be used by the bidder and should not be misused by others.4. DSC once mapped to an account cannot be remapped to any other account. It can only be deactivated.5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.6. After downloading / getting the schedules, the Bidder should go through them carefully and then submit the documents as per the bid document, otherwise, the bid will be rejected.7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the bid document. Bidder should take into account of the addendums published before deadline for submitting the bids online.9. Bidder should arrange for the Bid Security in the amount as specified in the bid using the instruments specified in ITB 19.3 and submit it online10. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids11. The bidders are advised to submit the bid online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.12. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for opening/evaluation purposes.13. The Employer will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to

	<p>local issues.</p> <p>14. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.</p> <p>15. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.</p> <p>16. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.</p> <p>17. The bidder should see that the bids submitted should be free from virus and if the documents could not be opened, due to virus, during bid opening, the bid is liable to be rejected</p> <p>18. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.</p> <p>19. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid and attachment become readable only after the tender opening by the authorized individual.</p> <p>20. The bidders are requested to submit the bids through online eProcurement system well before the bid submission end date and time (as per Server System Clock).</p>
<p>ITB 23.1</p>	<p>For bid submission purposes only: Bids must be submitted online only through http://www.assamtenders.gov.in</p> <p>The Employer's address is:</p> <p>Attention: ARIAS Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati, Assam-781022,India, Telephone: 0361 – 2332004, E-mail: swift-spd@arias.in</p> <p>The deadline for bid submission is:</p> <p>Date: 22 May, 2026</p> <p>Time: 02: 00 PM</p>
<p>ITB 26.1</p>	<p>The Technical bid opening shall take place online on 22 May, 2026 at 02:15 P.M.</p> <p>Address: ARIAS SOCIETY Khanapara, Guwahati-22</p>

ITB 26.1	Electronic bid opening procedure shall be as follows: The bids shall be opened online in ARIAS Society office.
ITB 26.5	Not Applicable
ITB 26.10	Not Applicable

E. Evaluation and Comparison of Bids

ITB 29.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates shall not be permitted.
ITB 34.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupee The source of the selling exchange rate shall be: Reserve Bank of India or agency authorized by Reserve Bank of India. The date for the selling exchange rate shall be: 28 days prior to bid submission deadline.
ITB 35.1	Domestic preference shall not apply.
ITB 44.1	Standstill provisions shall apply. The duration of standstill period will be 7 days from the date of notice of intention for award of contract. The Employer shall, at the start of the standstill period, notify in writing each Bidder that submitted a bid, of its intention to award a contract to the successful bidder at the end of standstill period. The notification using the form included in Section 9 (Contract Forms) shall include the following information: (a) the name of each Bidder who submitted a Bid; (b) the bid prices as read out at bid opening; (c) the name and evaluated prices of each Bid that was evaluated; (d) the name of Bidders whose bids were rejected and the reasons for their rejection; (e) the name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded; and (f) a statement of the reason(s) the bid of the unsuccessful Bidder to whom the notification is addressed was unsuccessful, unless the price information under (e) of this paragraph already reveals the reason.

F. Award of Contract

ITB 48.1	The procedures for Bidding-Related Complaints are referenced in the Procurement Directive for ADB Borrowers. The Bidder should submit its complaint following these procedures, in writing, to: For the attention: ARIAS Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati, Assam-781022,India, Telephone: 0361 - 2332004, E-mail: <u>swiftspd@arias.in</u>
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Section 3: Evaluation and Qualification Criteria

Table of Criteria

1.	Qualification	34
1.1	Eligibility	34
1.1.1	Nationality	34
1.1.2	Conflict of Interest	34
1.1.3	ADB Eligibility	34
1.1.4	Government-Owned Enterprise	34
1.1.5	United Nations Eligibility	34
1.2	Historical Contract Nonperformance	35
1.2.1	History of Nonperforming Contracts	35
1.2.2	Suspension Based on Execution of Bid-Securing Declaration	36
1.2.3	Pending Litigation and Arbitration (<i>optional</i>).....	36
1.3	Financial Situation	37
1.3.1	Historical Financial Performance	37
1.3.2	Average Annual Construction Turnover.....	37
1.3.3	Financial Resources	38
1.4	Construction Experience	39
1.4.1	Contracts of Similar Size and Nature	39
1.4.2	Construction Experience in Specialized Key Activities which may be met by the Bidder or Specialist Subcontractors (<i>optional</i>).....	Error! Bookmark not defined.
2.	Evaluation	40
2.1	Technical Evaluation.....	40
2.1.1	Determination of Substantial Responsiveness	40
2.1.2	Completion Time	41
2.1.3	Technical Alternatives.....	41
2.1.4	Technical Scoring	Error! Bookmark not defined.
2.2	Financial Evaluation	41
2.2.1	Detailed Financial Evaluation	41
2.3	Financial Scoring	Error! Bookmark not defined.
2.4	Combined Technical and Financial Scores	Error! Bookmark not defined.
2.5	Multiple Contracts	41

1. Qualification

1.1 Eligibility

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

1.1.1 Nationality

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

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

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

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

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

1.2.1 History of Nonperforming Contracts

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

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

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

OR

- 2) (a) the performance security was called partly or wholly,
 - or
 - (b) claims were made against the contractor by the employer due to the contractor's default(s), which have led to works not being completed, i.e. taking-over certificate not having been issued;
 and
 - (c) the contractor did not challenge the call of the performance security or employer's claims, including referral to the dispute resolution mechanism under the respective contract
 - or
 - (d) contracts that were so challenged, but fully settled against the contractor as a result of the dispute resolution mechanisms.

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

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

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

1.2.2 Suspension Based on Execution of Bid-Securing Declaration

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

1.2.3 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall apply.

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
All pending litigation, arbitration or other material events impacting the net worth and/or liquidity of the bidder, if any, shall be treated as resolved against the Bidder and so shall in total not represent more than 100% percent of the Bidder's net worth calculated as the difference between total assets and total liabilities.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form CON – 1

1.3 Financial Situation

1.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last five (5) financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN – 1 with attachments Substantiated by documents certified by a Chartered Accountant (CA) with valid UDIN along with the downloaded CA certificate from the UDIN website which must be attached along with the bid

1.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover of INR 2.43 Crore (Indian Rupees Two Crore and Forty Three Lakh only) calculated as total certified payments received for contracts in progress or completed, within the last 5 financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25) , substantiated by documents certified by a Chartered Accountant (CA) with valid UDIN.	Must meet requirement	Must meet requirement	Must meet 25% of the requirement ^c	Must meet 40% of the requirement ^d	Form FIN – 2 Substantiated by documents certified by a Chartered Accountant (CA) with valid UDIN along with the downloaded CA certificate from the UDIN website must be attached along with the bid

1.3.3 Financial Resources

Criteria Requirement	Compliance Requirements				Documents Submission Requirements
	Single Entity	Joint Venture			
		All Partners Combined	Each Partner	One Partner	
For Single Entities The Bidder must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its major contract commitments as defined in Form FIN – 4, meet or exceed the total requirement for the Subject Contract of INR 60.81 Lakh (INR Sixty Lakh and Eighty One Thousand only)	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4
For Joint Ventures (1) One partner must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its own major contract commitments as defined in Form FIN – 4, meet or exceed its required share of 40 % from the total requirement for the Subject Contract. AND	Not applicable	Not applicable	Not applicable	Must meet requirement	Form FIN – 3 and Form FIN – 4
(2) Each partner must demonstrate that its financial resources defined in Form FIN – 3, less its financial obligations for its own major contract commitments as defined in Form FIN – 4, meet or exceed its required share of 25 % from the total requirement for the Subject Contract. AND	Not applicable	Not applicable	Must meet requirement	Not applicable	Form FIN – 3 and Form FIN – 4
(3) The Joint Venture must demonstrate that the combined financial resources of all partners defined in Form FIN – 3, less all the partners’ total financial obligations for the contract commitments as defined in Form FIN – 4, meet or exceed the total requirement for the Subject Contract of INR 60.81 Lakh (INR Sixty Lakh and Eighty One Thousand only)^a	Not applicable	Must meet requirement	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4

1.4 Construction Experience

1.4.1 Contracts of Similar Size and Nature

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

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture		Submission Requirements	
All Partners Combined		Each Partner	One Partner		
Participation as a contractor, Joint Venture partner, or Subcontractor, in the following contracts that have been satisfactorily completed ^b between 1st January 2019 last 7 years ^c and bid submission deadline: one contract of minimum INR 1.22 Crore (Rupees One Crore and Twenty Two Lakh only);	Must meet requirement	Must meet requirement	Not applicable ^f	Not applicable	Form EXP – 1

Note: 90 % (of the contract) to be considered substantially completed

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

Participation and successful implementation, as a contractor, Joint Venture partner, or Subcontractor, in the following technical requirements, within the last 7 years 1.Civil works related to water resources management structures such as Wetland reclamation/ Sluice gate construction/ embankment construction/ Desiltation and excavation/ Aquatic weed management/ Fishery-based eco-restoration	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1
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2. Evaluation

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

The Most Advantageous Bid is the one that:

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

2.1 Technical Evaluation

2.1.1 Determination of Substantial Responsiveness

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

Criteria	Compliance	Documents
Requirement	Single Entity or Joint Venture	Submission Requirements
Compliance with the requirement for a defined completion time (when no alternative completion time is allowed).	Must meet requirement without material deviation, reservation, or omission	Technical Proposal
Responsiveness of the bidder's Environmental, Health, and Safety Management Plan (EHSMP) to the requirements of the project Environmental Management Plan (EMP).	Non-compliance will be rectified before contract award for the selected bidder by submitting the duly filled up EHSMP formats along with the Performance Security, after receiving the LOA or else the LOA issued shall be cancelled by the Employer and the bid security of the selected bidder shall be forfeited by the employer. For detailed requirement please see Vol-2 of the Bidding Document	Technical Proposal
Other compliance requirements indicated in the Bidding Document.	Must meet requirement without material deviation, reservation, or omission	Technical Proposal

If the technical proposal is declared not substantially responsive to the requirements of the Bidding Document, the Bid shall be rejected, and it shall not be evaluated further. However, noncompliance with equipment requirements described in Section 6 (Employer's Requirements) shall not normally be a ground for bid rejection, and such noncompliance will be subject to clarification during bid evaluation and rectification prior to contract award.

2.1.2 Completion Time

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

2.1.3 Technical Alternatives

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

2.2 Financial Evaluation

2.2.1 Detailed Financial Evaluation

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

2.2.1.1 Quantifiable Nonconformities and Omissions

Subject to ITB 17.2 and ITB 36.2, the evaluated cost of quantifiable nonconformities including omissions, is determined as follows: *Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities shall be evaluated, including omissions in Daywork where competitively priced, but excluding omission of prices in the Bill of Quantities. The Employer will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.*

2.2.1.2 Domestic Preference

If domestic preference is provided for under ITB 35.1, the following procedure shall apply:
Not Applicable.

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

2.3 Multiple Contracts: Not Applicable.

Section 4: Bidding Forms

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

Table of Forms

Letter of Technical Bid	43
Letter of Price Bid	46
Bid Security	48
Bid-Securing Declaration	49
Affiliate Company Guarantee	49
Bidder's Qualification	50
Technical Proposal.....	60
(i) Construction Management Strategy.....	61
(ii) Construction Methods for Key Component.....	62
(iii) Construction Schedule.....	63
(iv) Quality Assurance and Quality Control.....	64
(v) Environmental, Health, and Safety Management Plan (EHSMP).....	65
(vi) Anticipated Risks Evaluation.....	Error! Bookmark not defined.
(vii) Personnel and Organizational Chart	66
(viii) Personnel Form PER	67
(ix) Equipment Form EQU.....	69
(x) List of Subcontractors	Error! Bookmark not defined.
(xi) Local Participation Plan.....	Error! Bookmark not defined.
Schedules.....	Error! Bookmark not defined.
Schedule of Payment Currencies	Error! Bookmark not defined.
Table(s) of Adjustment Data	Error! Bookmark not defined.
Activity Schedule	Error! Bookmark not defined.
Bill of Quantities.....	70
Sample Bill of Quantities	Error! Bookmark not defined.
A. Preamble	Error! Bookmark not defined.
B. Work Items.....	Error! Bookmark not defined.
C. Daywork Schedule.....	Error! Bookmark not defined.

Letter of Technical Bid

NOTE

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

Date:

OCB No.:

Invitation for Bid No.:

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

We, the undersigned, declare that:

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

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

(i) Parties involved in the conflict of interest: _____

(ii) Details about the conflict of interest: _____

- (g) We are not participating, as a Bidder, either individually or as a partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3 (e), other than alternative offers submitted in accordance with ITB 13.
- (h) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers, are not subject to, or not controlled by any entity or individual that is subject to a suspension or a debarment imposed by the ADB or a debarment imposed by the ADB in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the ADB and other development banks.⁵

⁵ These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of

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

If applicable, please state details:

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

If applicable, please state details:

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

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

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

- (m) Our firm, Joint Venture partners, members of our respective management and supervisory boards of directors, proposed personnel, parent company, Subcontractors or Suppliers for any part of the contract who are named in the bid, consultants, manufacturers, and service providers are not from a country which is prohibited to export goods or services to, or receive any payments from the Employer's country and/or are not prohibited to receive payments for particular goods or services by the Employer's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

- (n) We have paid, or intend to pay, either directly or indirectly, the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:⁶

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

Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates..

⁶ If none has been paid or is to be paid, indicate "None."

- (o) We understand that it is our obligation to notify the Employer of any changes in connection with the matters described in paragraphs (f), (h), (i), (j), (k), (l), (m), and (n) of this Letter of Technical Bid.
- (p) *[We are not a government-owned enterprise] / [We are a government-owned enterprise, but meet the requirements of ITB 4.5]*⁷
- (q) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (r) At any time following submission of our Bid, we shall permit and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates, or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers, or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts, and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (s) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records, and other documents related to bid submission for at least 5 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (t) If we are awarded the contract, we shall preserve all accounts, records, and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (u) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Works' Requirements) and our technical proposal, or as otherwise agreed upon with the Employer.
- (v) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in enforcement and disclosure actions, in accordance with ADB's Anticorruption Policy and Investigation and Enforcement Framework, both as amended from time to time.

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

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

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

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

Date: *[insert date of signing]*

⁷ Use one of the two options as appropriate.

Letter of Price Bid

(Not to be submitted with the technical bid and to be only submitted online as part of the Financial Cover at <https://assamtenders.gov.in>)

NOTE

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

Date:

OCB No.:

Invitation for Bid No.:

To: [insert complete name of the Employer]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Investigation and Enforcement Framework, both as amended from time to time.
- (c) We offer to execute in conformity with the Bidding Documents and the Technical Bid submitted for the following Works. [insert narrative]
- (d) The total price of our Bid, excluding any discounts offered in item (d) below is:

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

The total bid price from the Summary of Bill of Quantities should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid.

- (e) The discounts offered and the methodology for their application are: [insert discounts and methodology for their application if any]
- (f) Our Bid shall be valid for a period of [insert bid validity period as specified in ITB 19.1 of the BDS] days starts from the date fixed for the bid submission deadline in accordance with ITB 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (g) If our Bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document.
- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award through the issuance of Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the first-ranked bid or any other bid that you may receive.

- (j) At any time following submission of our Bid, we shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts, and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.
- (k) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records, and other documents related to bid submission for at least 5 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.
- (l) If we are awarded the contract, we shall preserve all accounts, records, and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.
- (m) We confirm and stand by our commitments and other declarations made in connection with the submission of our Letter of Technical Bid.
- (n) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Employer of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in enforcement and disclosure actions, in accordance with ADB's Anticorruption Policy and Investigation and Enforcement Framework (both as amended from time to time).

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

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

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

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

Date: *[insert date of signing]*

Bid Security⁸
Bank Guarantee

[Bank's name, and address of issuing branch or office]⁹

(At the option of the Bidder the Bid Security may be submitted online through <https://assamtenders.gov.in> or through hard copy of the Bank Guarantee in the manner specified at ITB Clause 19.1)

Beneficiary: [Name and address of the Employer].....

Date:.....

Bid Security No.:

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

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

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

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

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

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

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

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

⁸ Delete this form if Bid-Securing Declaration is used in accordance with ITB 20.1 of the BDS

⁹ All italicized text is for use in preparing this form and shall be deleted from the final document

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

Bid-Securing Declaration¹¹-
(Not applicable)

Affiliate Company Guarantee- -
(Not Applicable)

¹¹ Delete this form if Bid Security is used in accordance with ITB 20.1 of the BDS

Bidder's Qualification

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

Form ELI – 1: Bidder's Information Sheet

Bidder's Information			
		Information of the Bidder	If the Bidder is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)		
	Full trading name(s) (if any)		
Addresses	Registered address(es)		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/ incorporation/registration			
Year of constitution/ incorporation/registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder's authorized representative (name, address, telephone number(s), fax number(s), e-mail address)			
<p>Attached are copies of the following documents.</p> <ol style="list-style-type: none"> 1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 21.2. 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1. 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5. 5. Organizational chart and a list of Board of Directors. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form. 			

Form ELI – 2: Joint Venture Information Sheet

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

Joint Venture/Specialist Subcontractor Information		
Bidder's legal name		
	Information of Joint Venture Partner or Specialist Subcontractor	If any Joint Venture Partner or Specialist Subcontractor is a subsidiary or branch, information of any parent company/companies
Names	Full legal name(s)	
	Full trading name(s) (if any)	
Addresses	Registered address(es)	
	Trading address(es)	
	Postal address(es) (if different from trading address)	
Type of organization		
Country of constitution/ incorporation/ registration		
Year of constitution/ incorporation/ registration		
Corporate or registration number		
Joint Venture Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone number(s), fax number(s), e-mail address)		
<p>Attached are copies of the following documents.</p> <ol style="list-style-type: none"> Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. Authorization to represent the firm named above, in accordance with ITB 21.2. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5. Organizational chart and a list of Board of Directors. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form. 		

Form CON – 1: Historical Contract Nonperformance

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

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

Joint Venture Partner: _____

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

Table 2: Pending Litigation and Arbitration			
Choose one of the following:			
<input type="checkbox"/> No pending litigation, arbitration or any other material events impacting the net worth and/or liquidity of the bidder.			
<input type="checkbox"/> Below is a description of all pending litigation, arbitration involving the Bidder or any other material events impacting the net worth and/or liquidity of the bidder (or each Joint Venture partner if Bidder is a Joint Venture).			
Year	Matter in Dispute	Value of Pending Claim in \$ Equivalent	Value of Pending Claim as a Percentage of Net Worth
[insert year]	Contract Identification, as applicable: [indicate complete contract name/ number, and any other identification] Name of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert full name] Address of Employer, parties involved in the material events impacting the net worth and/or liquidity of the bidder: [insert street/city/country] Matter of Dispute: [indicate full description of dispute] Party who initiated the dispute: [indicate “Employer” or “Contractor”] Status: [indicate status of dispute]	[insert amount]	[insert amount]

NOTE	Table 2 of this form shall only be included if Criterion 1.2.3 of Section 3 (Evaluation and Qualification Criteria) is applicable.
-------------	--

Form FIN – 1: Historical Financial Performance

Each Bidder must fill out this form.

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

Joint Venture Partner: _____

Financial Data for Previous 5 Years [INR] certified by a Chartered Accountant with valid UDIN88				
--	--	--	--	--

Year 1: 2020-21	Year 2: 2021-22	Year 3: 2022-23	Year 4: 2023-24	Year 5: 2024-25
--------------------	--------------------	--------------------	--------------------	--------------------

Information from Balance Sheet				
---------------------------------------	--	--	--	--

Total Assets (TA)				
Total Liabilities (TL)				
Net Worth = TA – TL				
Current Assets (CA)				
Current Liabilities (CL)				
Working Capital = CA – CL				
Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN – 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner’s FIN – 3.		

Information from Income Statement				
--	--	--	--	--

Total Revenues				
Profits Before Taxes				
Profits After Taxes				

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

**** FIN-1 must be substantiated by documents certified by a Chartered Accountant (CA) with valid UDIN along with the downloaded CA certificate from the UDIN website which must be attached along with the bid**

Form FIN – 2: Average Annual Construction Turnover

Each Bidder must fill out this form.

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

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

Joint Venture Partner: _____

Annual Turnover Data for the Last 5 Financial Years (Construction only)	
Year	Amount in INR
Average Annual Construction Turnover	

*****Note: Annual Construction Turnover must be substantiated by documents certified by Chartered Accountant (CA) with valid UDIN along with the downloaded CA certificate from the UDIN which website must be attached along with the bid***

Form FIN – 3: Availability of Financial Resources

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

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

Joint Venture Partner: _____

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

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

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

Form FIN – 4: Financial Requirements for Major Contract Commitments

Bidders (or each Joint Venture partner) should provide information on their commitments on all major contracts¹² that have been awarded¹³ after the deadline of the latest financial year for which the financial statements were submitted under Form FIN-1.

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

Joint Venture Partner: _____

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

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

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

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

¹³ For the purposes of this criterion, “awarded” shall mean: either letter of intent or letter of acceptance has been received, or contract was signed.

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

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

Form FIN – 5A: For Single Entities

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

Form FIN – 5B: For Joint Ventures

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

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

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

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

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

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

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

Contract of Similar Size and Nature ^a		
Contract No. of	Contract Identification	
Award Date		Completion Date
Total Contract Amount	INR	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer’s name Address Telephone number Fax number E-mail		
Description of the Similarity in Accordance with Criterion 1.4.1 of Section 3 (Evaluation and Qualification Criteria)		
1. Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contract that has been satisfactorily and substantially completed within the last 7 years ending the date of bid publishing and that is similar to the proposed works, where the value of the Bidder’s participation exceeds INR 1.22 Crore (Rupees One Crore and Twenty Two Lakh only) . The similarity of the Bidder’s participation shall be based on any Civil works for 1.4.1 (a). <i>(Note: 90 % of the contract to be considered substantially completed)</i>		

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

Form EXP – 2: Construction Experience in Key Activities

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

Each Bidder must fill out this form.

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

Specialist Subcontractor: _____

Contract with Similar Key Activities		
Contract No. of	Contract Identification	
Award Date	Completion Date	
Total Contract Amount	\$	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer’s name Address Telephone number Fax number E-mail		
Description of Key Activities in Accordance with Criterion 1.4.2 of Section 3 (Evaluation and Qualification Criteria)		
Participation as a contractor, Joint Venture partner, or Subcontractor, in at least one contract that has been satisfactorily and substantially completed within the last 7 years ending the date of bid publishing a minimum construction experience in any of the following key activities: Wetland reclamation/ Sluice gate construction/ embankment construction/ Desiltation and excavation/ Aquatic weed management/ Fishery-based eco-restoration		

Technical Proposal

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

- (i) Construction Management Strategy;
- (ii) Construction Methods for Key Component;
- (iii) Construction Schedule;
- (iv) Quality Assurance and Quality Control;
- (v) Environmental, Health, and Safety Management Plan (EHSMP);
- (vi) Personnel and Organizational Chart;
- (vii) Personnel;
- (viii) Equipment;

(i) Construction Management Strategy

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

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

(ii) Construction Methods for Key Component

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

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

(iii) Construction Schedule

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

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

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

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

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

(iv) Quality Assurance and Quality Control

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

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

(v) Environmental, Health, and Safety Management Plan (EHSMP)¹⁴

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

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

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

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

¹⁴ For projects categorized as Category C for environment for which no EMP has been prepared, this subsection should be omitted.EHSEHS

(vi) Personnel and Organizational Chart

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

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

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

(vii) Personnel Form PER

Form PER – 1: Proposed Personnel

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

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

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

Form PER – 2: Resumé of Proposed Personnel

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

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

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

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

(viii) Equipment Form EQU

Equipment

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

Item of Equipment		
Equipment Information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <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	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental/lease/manufacture agreements specific to the project	

Bill of Quantities

[Admeasurement Contract]

To be filled Online through <https://assamtenders.gov.in>

BOQ is attached separately at Annexure 1

Section 5: Eligible Countries

This list of eligible countries may be seen at

<https://www.adb.org/who-we-are/about#members>

Section 6: Employer's Requirements

This section contains the Specifications; Environmental, Health, and Safety Management Requirements, which are to be satisfied by the Contractor in executing the Works; Drawings, Supplementary Information that describe the Works to be procured, Personnel Requirements, and Equipment Requirements.

Table of Contents

Specifications	73
Environmental, Health, and Safety Management Requirement	75
Drawings	76
Supplementary Information Regarding Works to Be Procured	77
Key Personnel Requirements	80
Equipment Requirements.....	81
Contract Management Plan	82

Specifications

The Specifications of the works to be followed for all goods and materials, labours, machines and equipment to be incorporated in the Works are relevant established codes of practices for Civil, Water Supply & Sanitary, Electrical works and roads (Rural Roads) construction.

1. The following are *inter-alia* the relevant codes of practices to be followed in the works.

1. National Building Code
2. Specifications for Rural Roads (Indian Roads Congress)
3. Specifications for Buildings of Assam PWD
4. CPWD specifications
5. BIS codes
6. IRC codes
7. Good Engineering Practices

With reference to ESIA/ESMP reports, consent/permit conditions, and ADB Guidelines, specific specifications for EHS working, over and above the requirements of labour and other laws that are applicable to construction industry in India are to be followed.

2. Rates and items description are as per APWD RR SoR 2025-2026 & CPWD- DSR 2021

(Note: Summary of the scope of work and the Supplementary Information Regarding Works to be executed is furnished separately in the Bidding Document)

Project Signage Requirements

NOTES

To ensure that project information is visible to the public during the execution of works under the project and that there is a precise acknowledgment of the funding source, the Employer's team preparing the project signage requirements at the site should ensure they follow Country's regulations on the display of project signage at site, where available. These requirements will be reviewed and may be adjusted based on due diligence conducted during project processing, including when projects are cofinanced, among others.

If the applicable Law does not have such regulations, ADB requirements shall be followed. Employer should seek Project Manager support in defining site-specific requirements such as visibility and use of materials, and others. It is the responsibility of the Contractor to comply with these requirements and the Project Manager shall ensure its compliance during contract execution and include information in progress reports.

Below is a sample text provided for guidance and may be modified as per the project-specific requirements.

1. The Contractor is responsible for the design, supply, and installation of the project information signage. The signage shall provide relevant information to the public about the project, including the proper designation of the project, the Employer, the Contractor, and the Bank.
2. For this purpose, one or several sign boards shall be installed at the Site as soon as practicable after the Commencement Date and shall remain in place at all times until taking-over of the Works. If sign board(s) is(are) damaged or become(s) unreadable during this period, it shall be promptly replaced by the Contractor at the Contractor's cost.
3. The sign board design shall be submitted by the Contractor to the Project Manager for Review in accordance with Sub-Clause 21.2. Unless otherwise required under the applicable Laws, the sign board design should comply with the following:
 - (a) General
 - The number and locations of sign board(s)
 - (b) Content
 - Borrowing Country's flag and/or logo
 - Project and Contract title
 - Accepted Contract Amount
 - Time for Completion
 - Bank's name and logo (in accordance with Branding Tool Kit – Visual Identity guidelines of the Asian Development Bank and, as the case may be, the other financiers' requirements)
 - Employer's name
 - Contractor's name
 - Engineer's name
 - Complaint handling contact information (email and/or phone number)
 - (c) Design
 - The General layout including sample colors: to be proposed by the Contractor
 - Dimensions: minimum of 2.5 meters X 2.5 meters
 - Font size and type: they should be such as to ensure that the content shall be visible from a distance.
 - Language of the signage: national and/or local language and English
 - Material: the sign board(s) shall be made of a material that shall be weatherproof and appropriate to withstand the whole execution period until taking-over of the Works
4. No other signage is allowed except with the approval of the Project Manager. The Contractor shall not post nor display any sign or item that could provide misleading information about the

project. No national symbols or flags other than those of the Country may be displayed without the express approval of the Project Manager.

Environmental, Health, and Safety Management Requirement¹⁵

Attached separately at Vol.2

¹⁵ For projects classified as as Category C for environment for which no EMP has been prepared, there is no need to consider the Notes on this page.

Drawings

Attached separately in Vol-3

Supplementary Information Regarding Works to Be Procured

SUMMARY OF SCOPE OF WORK

Introduction:

The proposed assignment involves comprehensive conservation, restoration, and rejuvenation works for Mugdi Beel under Nalbari District. This initiative forms part of the broader objective of ecological improvement and sustainable management of wetlands under the SWIFT Project.

The project aims to address key environmental challenges such as habitat degradation caused by the loss of connectivity with adjacent river systems, declining water depth, and uncontrolled growth of macrophytes, all of which significantly reduce fisheries productivity and ecological health of the beel.

To this end, the restoration and management approach for Beel will include, but not be limited to, the following key activities:

- **Beel Demarcation** –Defining and securing the physical boundaries of the beel to prevent encroachment and ensure effective planning.
- **Beel Rejuvenation Measures** – Including de-weeding, desilting, and removal of aquatic vegetation to improve water quality and depth.
- **Improvement of Water Inflow and Outflow Mechanisms** –Through: Desilting of connecting channels; Construction of embankments and peripheral bunds; Installation of silt traps, and water-retaining structures.

The following works are proposed for procurement under this assignment:

1. **EARTHWORKS AND SITE DEVELOPMENT**

- **DE-SILTING (46,034.64 Cum)**

Methodology: De-watering of the pond/water body using high-capacity pumps. Once dry, hydraulic excavators (JCB/Poclair) will remove accumulated silt.

Disposal: Silt should be transported to a designated dumping site or used for strengthening embankments if the soil quality is suitable.

- **TURFING (3,845 M)**

Methodology: Preparing the slopes of bunds by clearing weeds and leveling. Grass sods (typically Bermuda or local species) are laid in a checkered pattern and pegged down.

Maintenance: Immediate watering and compaction using a light roller to ensure root-to-soil contact.

- **PERIPHERAL BUNDH (2,565.00 M)**

Methodology: Site clearing followed by "layer-by-layer" earth filling. Each layer (approx. 200mm) is compacted using a vibratory roller to achieve the required Proctor density.

Specification: Slopes must be maintained as per the technical design (usually 1:1.5 or 1:2).

1. **AQUACULTURE INFRASTRUCTURE**

- **PEN CULTURE (6 NOS)**

Methodology: Installation of split-bamboo screens or HDPE nets supported by bamboo/casuarina poles driven into the pond bed.

- **KATAL FISHING (5 Nos)**

Creating "Katal" (brush parks) by submerging tree branches to provide a natural habitat for fish to congregate for easier harvesting.

- **REARING TANK (4 Nos,L=900m)**

Methodology:

Excavation: Digging to the required depth.

Lining: If the soil is porous, polythene lining or RCC/Brick masonry lining will be applied.

- **HATCHERY ((15.50x9.0) M)**

Construction of a specialized shed with circular spawning tanks, incubation pools, and a continuous water supply/drainage system.

2. **CIVIL WORKS AND STRUCTURES**

- **COMMUNITY CENTRE (1,291.67 Sft)**

Methodology: RCC framed structure (Columns, Beams, Slabs).

Sequence: Foundation (Footings) → Plinth Beam → Superstructure Brickwork → Roof Slab → Finishing (Plaster/Painting).

- **HP CULVERT 1,200mm dia Double (4 Nos)**

Methodology: Bed preparation with lean concrete. Placing pre-cast Humme Pipes (HP) using a crane.

Specification: Joined with cement mortar (1:2). Construction of headwalls and wingwalls at both ends to prevent erosion.

- **PIPE LAYING (600mm and 1000mm DIA)**

Methodology: Trench excavation to the required gradient (slope). Lowering pipes, aligning them, and jointing. Backfilling in layers with manual/mechanical ramming.

3. **ANCILLARY FACILITIES**

- **APPROACH ROAD (270.00 M)**

Methodology: Sub-grade preparation → Sub-base (GSB) → Base Course (WMM) → Final Surface (ICBP).

- **SOLAR LAMPS (22 Nos)**

Methodology: Excavation for the pole foundation (600 x 600 x 900 mm). Casting the RCC base. Erecting the GI pole with the integrated PV panel, battery, and LED luminaire.

- **DEMARKATION PILLAR (30 Nos)**

Methodology: Pre-cast or cast-in-situ RCC pillars (150x150x1200mm) buried 600mm deep. Painted with white and yellow enamel for visibility.

4. IRON GATE - 1 No.

Objective: Fabricate and install one iron gate (main entrance).

Method:

- i) Fabricate gate in workshop (verify dimensions); hot-dip galvanize or primer/paint as specified.
- ii) Install masonry/RC gate posts with embedded anchors; mount gate, provide hinges, locks and stops; test operation.
- iii) Equipment & manpower: Metal fabricator, welder, installer.
- iv) Quality checks: Alignment, smooth operation, locking mechanisms and paint finish.
- v) Completion: Gate installed and handed over with keys and maintenance instructions.
- vi) Cross-cutting quality, environmental and safety controls
- vii) Quality: Maintain ITP with hold points (foundation inspection, reinforcement, concrete pour, pipe jointing, electrical commissioning). Keep test records (concrete cubes, compaction tests, electrical tests).
- viii) Environment: Use silt traps, wheel washing for vehicles leaving the site, proper disposal of excavated materials, avoid contamination to water bodies.
- ix) Safety: Confined space entry procedures for tanks/culverts, permit-to-work for hot works, PPE enforcement, first aid and rescue plan.
- x) Community: Schedule noisy operations in agreed hours, provide site contact for grievances.

Item	Unit	Key Specification/Requirement
HP Culvert	1200 mm	Double row, NP3/NP4 class pipes
Hatchery	15.5x9m	Reinforced flooring to prevent seepage
Solar Lamps	22Nos	Automatic dusk-to-dawn sensors
Peripheral Bundh	2565 m	Top width usually 2 m to 3 m for movement

Key Personnel Requirements

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

No.	Position	Total Work Experience [years]	Experience in Similar Work [years]
1	Project Engineer	Degree in civil engineering from a recognized university having minimum experience of 5 years	3 years in similar position
2	Project Site Engineer	Degree in civil engineering from a recognized university having experience of 3 years or Diploma in civil engineering from a recognized university having minimum experience of 5 years	2 years in similar position

The Bidder must demonstrate that it has EHS personnel who meet the following requirements:

Key Personnel as determined by project’s Environmental, Health, and Safety Management Plan and other EHS assessment and management Documents

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience	Minimum time on-site (%FTE)
1	Environment Health and Safety Officer	Graduate with additional qualification in Environmental Science, Health and Safety	2 years in similar position	50%

FTE = full-time employee.

Equipment Requirements

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

No.	Equipment Type and Characteristics	Minimum Number Required
1	Dumper/ Tipper Truck (5.5 cum/ 10 T capacity) with trailer	1 No
2	Hydraulic Excavator cum Loader	1 No
3	Static Roller (8-10 T capacity)	1 no
4	FRP Boats	2 nos
5	Manual Concrete Mixture	1 No
	Generator Set	1 No

Contract Management Plan

The Contractor shall prepare the monthly progress report as per the format defined hereinafter, also referred to as the Contract Management Plan, in line with the requirements stipulated in Clause 35 and in Part B of the Particular Conditions [Environmental, Health, and Safety (EHS), Metrics for Progress Reports].

Section 7: General Conditions of Contract

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

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

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

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

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

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

Table of Clauses

A.	General	86
1.	Definitions	86
2.	Interpretation.....	88
3.	Language and Law	88
4.	Contract Agreement	88
5.	Assignment	88
6.	Care and Supply of Documents.....	89
7.	Confidential Details.....	89
8.	Compliance with Laws	89
9.	Joint and Several Liability.....	90
10.	Project Manager’s Decisions	90
11.	Delegation.....	90
12.	Communications.....	90
13.	Subcontracting	90
14.	Other Contractors	90
15.	Personnel and Equipment.....	91
16.	Employer’s and Contractor’s Risks.....	91
17.	Employer’s Risks.....	91
18.	Contractor’s Risks.....	91
19.	Insurance	92
20.	Site Investigation Reports	92
21.	Contractor to Construct the Works	92
22.	The Works to Be Completed by the Intended Completion Date	92
23.	Designs by Contractor and Approval by the Project Manager	92
24.	Safety.....	93
25.	Discoveries.....	93
26.	Possession of the Site.....	93
27.	Access to the Site.....	93
28.	Instructions, Inspections, and Audits	93
29.	Appointment of the Adjudicator	94
30.	Procedure for Disputes.....	94
B.	Staff and Labor	94
31.	Forced Labor.....	94
32.	Child Labor	94
33.	Workers’ Organizations	95
34.	Nondiscrimination and Equal Opportunity.....	95
C.	Time Control	95
35.	Program	95
36.	Extension of the Intended Completion Date	96
37.	Acceleration	96
38.	Delays Ordered by the Project Manager.....	96
39.	Management Meetings	96
40.	Early Warning.....	96
D.	Quality Control	97

41.	Identifying Defects	97
42.	Tests	97
43.	Correction of Defects.....	97
44.	Uncorrected Defects	97
E.	Cost Control.....	97
45.	Contract Price	97
46.	Changes in the Contract Price.....	97
47.	Variations	98
48.	Cash Flow Forecasts	98
49.	Payment Certificates	98
50.	Payments	99
51.	Compensation Events	99
52.	Tax	100
53.	Currencies	100
54.	Price Adjustment	100
55.	Retention	101
56.	Liquidated Damages	101
57.	Bonus	101
58.	Advance Payment.....	101
59.	Securities.....	102
60.	Dayworks.....	102
61.	Cost of Repairs.....	102
F.	Force Majeure	102
62.	Definition of Force Majeure	102
63.	Notice of Force Majeure.....	103
64.	Duty to Minimize Delay	103
65.	Consequences of Force Majeure	103
66.	Force Majeure Affecting Subcontractor	104
67.	Optional Termination, Payment, and Release	104
68.	Release from Performance	104
G.	Finishing the Contract	105
69.	Completion	105
70.	Taking Over	105
71.	Final Account.....	105
72.	Operating and Maintenance Manuals	105
73.	Termination	105
74.	Fraud and Corruption.....	106
75.	Payment upon Termination.....	108
76.	Property	108
77.	Release from Performance	108
78.	Suspension of ADB Loan or Credit.....	108
79.	Eligibility	109

A. General

1. Definitions

1.1 Boldface type is used to identify defined terms.

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

- (s) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) Force Majeure means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- (u) In writing or written means handwritten, typewritten, printed, or electronically made, and resulting in a permanent record.
- (v) The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.
- (w) The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the PCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (x) Letter of Acceptance means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
- (y) Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (z) Party means the Employer or the Contractor, as the context requires. (aa) PCC means Particular Conditions of Contract.
- (bb) Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (cc) The Project Manager is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (dd) Retention Money means the aggregate of all monies retained by the Employer pursuant to GCC 55.1 [Retention].
- (ee) Schedules means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Bid, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.
- (ff) The Site is the area defined as such in the PCC.
- (gg) Site Investigation Reports are those that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (hh) Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (ii) The Start Date is given in the PCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (jj) A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (kk) Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (ll) A Variation is an instruction given by the Project Manager, which varies the Works.
- (mm) The Works are what the Contract requires the Contractor to construct, install, and

turn over to the Employer, as defined in the PCC.

2. Interpretation

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

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are stated in the PCC.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Employer's country when
 - (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Employer's Country prohibits any import of goods from, or any payments to, a particular country, person, or entity. Where the Borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.

4. Contract Agreement

- 4.1 The Parties shall enter into a Contract Agreement within 28 days after the Contractor receives the Letter of Acceptance, unless the Particular Conditions establish otherwise. The Contract Agreement shall be based upon the attached Contract forms in Section 8. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Employer.

5. Assignment

- 5.1 Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party
- (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party; and
 - (b) may, as security in favor of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

6. Care and Supply of Documents

- 6.1 The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
- 6.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Project Manager six copies of each of the Contractor's Documents.
- 6.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.
- 6.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

7. Confidential Details

- 7.1 The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify the Contractor's compliance with the Contract and allow its proper implementation.
- 7.2 Each of them shall treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.
- 7.3 Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data, and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the under this Clause.

8. Compliance with Laws

- 8.1 The Contractor shall, in performing the Contract, comply with applicable Laws.
- 8.2 Unless otherwise stated in the Particular Conditions,
- (a) the Employer shall acquire and pay for all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings in the [Employer's Country or country where the Site is located]

which (i) such authorities or undertakings require the Employer to obtain in the Employer's name, and (ii) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract;

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

9. Joint and Several Liability

- 9.1 If the Contractor is a Joint Venture of two or more firms, all such firms shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such firms to act as the lead firm with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Employer.

10. Project Manager's Decisions

- 10.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer.

11. Delegation

- 11.1 The Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

12. Communications

- 12.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

13. Subcontracting

- 13.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

14. Other Contractors

- 14.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC. The Contractor shall also provide facilities and

services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

15. Personnel and Equipment

- 15.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the functions stated in the Schedule or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 15.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within 7 days and has no further connection with the work in the Contract.
- 15.3 Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the execution of the Works, then that employee shall be removed in accordance with Clause 15.2 above.

16. Employer's and Contractor's Risks

- 16.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

17. Employer's Risks

- 17.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 17.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk

18. Contractor's Risks

- 18.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation,

the Works, Plant, Materials, and Equipment), which are not Employer's risks, are Contractor's risks.

19. Insurance

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

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

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

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

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

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

20. Site Investigation Reports

20.1 The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the PCC, supplemented by any information available to the Contractor.

21. Contractor to Construct the Works

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

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

22.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

23. Designs by Contractor and Approval by the Project Manager

23.1 The Contractor shall carry out design to the extent specified in the PCC. The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any

element of the permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on, taking these comments into account as necessary.

- 23.2 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
- 23.3 The Contractor shall be responsible for design of Temporary Works.
- 23.4 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 23.5 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 23.6 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

24. Safety

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

25. Discoveries

- 25.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

26. Possession of the Site

- 26.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC, the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

27. Access to the Site

- 27.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

28. Instructions, Inspections, and Audits

- 28.1 The Contractor shall carry out all instructions of the Project Manager, which comply with the applicable laws where the Site is located.
- 28.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 28.3 The Contractor shall permit ADB or its representative to inspect the Contractor's site, assets, accounts, records, and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by ADB. The Contractor shall maintain all documents and records related to the bid submission and the execution of the Contract for at least 5 years after completing the works contemplated

in the relevant contracts or the period prescribed in applicable law, whichever is longer. The Contractor shall provide any documents necessary for the investigation of allegations of corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations and require its employees or agents with knowledge of the Contract to respond to questions from ADB.

- 28.4 ADB's right to inspect the Site and/or the Contractor's accounts and records relating to the performance of the Contract stated in Sub-Clause 28.3 and 74.2(e) shall survive termination and/ or expiration of this Contract.

29. Appointment of the Adjudicator

- 29.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the PCC, to appoint the Adjudicator within 14 days of receipt of such request.
- 29.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority at the request of either party, within 14 days of receipt of such request.

30. Procedure for Disputes

- 30.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 30.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 30.3 The Adjudicator shall be paid by the hour at the rate specified in the PCC, together with reimbursable expenses of the types specified in the PCC, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 30.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PCC.

B. Staff and Labor

31. Forced Labor

- 31.1 The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor, or similar labor-contracting arrangements.

32. Child Labor

- 32.1 The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

33. Workers' Organizations

- 33.1 In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with national law. Where national law substantially restricts workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where national law is silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers representatives. Worker organizations are expected to fairly represent the workers in the workforce.

34. Nondiscrimination and Equal Opportunity

- 34.1 The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where national law provides for nondiscrimination in employment, the Contractor shall comply with national law. When national laws are silent on nondiscrimination in employment, the Contractor shall meet this Subclause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

C. Time Control

35. Program

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

In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

- 35.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

36. Extension of the Intended Completion Date

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

37. Acceleration

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

38. Delays Ordered by the Project Manager

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

39. Management Meetings

- 39.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 39.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

40. Early Warning

- 40.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or

circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

- 40.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

D. Quality Control

41. Identifying Defects

- 41.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

42. Tests

- 42.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

43. Correction of Defects

- 43.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the PCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 43.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

44. Uncorrected Defects

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

E. Cost Control

45. Contract Price

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

46. Changes in the Contract Price

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

47. Variations

- 47.1 All Variations shall be included in updated Programs, and, in the case of a lump sum contract, also in the Activity Schedule, produced by the Contractor.
- 47.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 47.3 If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 47.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.
- 47.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 47.6 In the case of an admeasurement contract, if the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in GCC 46.1 [Changes in the Contract Price] or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work.

48. Cash Flow Forecasts

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

49. Payment Certificates

- 49.1 The Contractor shall submit to the Project Manager monthly statements of the estimated

value of the work executed less the cumulative amount certified previously.

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

50. Payments

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

51. Compensation Events

- 51.1 The following shall be Compensation Events:
 - (a) The Employer does not give access to a part of the Site by the Site Possession Date pursuant to GCC 26.1 [Possession of the Site].
 - (b) The Employer modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - (c) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - (e) The Project Manager unreasonably does not approve a subcontract to be let.
 - (f) Ground conditions are substantially more adverse than could reasonably have

been assumed before issuance of the Letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effects on the Contractor of any of the Employer's Risks.
- (k) The Project Manager unreasonably delays issuing a Certificate of Completion.

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

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

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

52. Tax

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

53. Currencies

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

54. Price Adjustment

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

$$P_c = A_c + B_c I_{m_c} / I_{o_c}$$

where:

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

A_c and B_c are coefficients¹⁶ specified in the PCC, representing the nonadjustable and adjustable portions, respectively, of the Contract Price payable in that specific currency “c;” and

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

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

55. Retention

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

56. Liquidated Damages

- 56.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the PCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the PCC. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities.
- 56.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC 50.1 [Payments].

57. Bonus

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

58. Advance Payment

¹⁶ The sum of the two coefficients A_c and B_c should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulas for all currencies, since coefficient A, for the nonadjustable portion of the payments, is a very approximate figure (usually 0.10 ~ 0.20) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency is added to the Contract Price.

- 58.1 The Employer shall make advance payment to the Contractor of the amounts stated in the PCC by the date stated in the PCC, against provision by the Contractor of an unconditional bank guarantee in a form and by a bank acceptable to the Employer in amounts and currencies equal to the advance payment. The guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 58.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.
- 58.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

59. Securities

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

60. Dayworks

- 60.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 60.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within 2 days of the work being done.
- 60.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

61. Cost of Repairs

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

F. Force Majeure

62. Definition of Force Majeure

- 62.1 In this Clause, "Force Majeure" means an exceptional event or circumstance,
- (a) which is beyond a Party's control;
 - (b) which such Party could not reasonably have provided against before entering into the Contract;

- (c) which, having arisen, such Party could not reasonably have avoided or overcome;
and
- (d) which is not substantially attributable to the other Party.

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

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

63. Notice of Force Majeure

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

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

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

64. Duty to Minimize Delay

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

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

65. Consequences of Force Majeure

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

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

insurance policy referred to in GCC Subclause 19 [Insurance].

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

66. Force Majeure Affecting Subcontractor

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

67. Optional Termination, Payment, and Release

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

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

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

68. Release from Performance

- 68.1 Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises, which makes it impossible or unlawful for either or both Parties to fulfill its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance,

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract; and
- (b) the sum payable by the Employer to the Contractor shall be the same as

would have been payable under GCC Subclause 67 [Optional Termination, Payment and Release] if the Contract had been terminated under GCC Subclause 67.

G. Finishing the Contract

69. Completion

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

70. Taking Over

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

71. Final Account

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

72. Operating and Maintenance Manuals

72.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the PCC.

72.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the PCC pursuant to GCC 72.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the PCC from payments due to the Contractor.

73. Termination

73.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

73.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) the Contractor stops work for 28 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
- (c) the Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 84 days of the date of the Project Manager's certificate;

- (e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Project Manager gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with GCC Subclause 22.1 [The Works to Be Completed by the Intended Completion Date] and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Project Manager;
- (g) the Contractor does not maintain a Security, which is required;
- (h) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the PCC; and
- (i) if the Contractor, in the judgment of the Employer has engaged in integrity violations in competing for or in executing the Contract, pursuant to GCC 74.1 [Fraud and Corruption].

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

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

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

74. Fraud and Corruption

74.1 If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, or other integrity violations, including the failure to disclose any required information which constitutes a fraudulent practice, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 73 [Termination] shall apply as if such termination had been made under Sub-Clause 73.2 (i).

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

- (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - (v) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard; and
 - (vi) “integrity violation” means any act, as defined under ADB’s Investigation and Enforcement Framework (as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: failure to disclose and manage conflict of interest,¹⁷ obstructive practice, violation of debarment, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standards;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers, or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;
 - (d) will impose enforcement and disclosure actions on a firm or an individual at any time, in accordance with ADB’s Anticorruption Policy and Investigation and Enforcement Framework, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹⁸ in activities financed, administered, or supported by ADB or to benefit from a contract financed, administered, or supported by ADB or otherwise, if it, at any time, determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
 - (e) will have the right to require that a provision be included in the Bidding Document and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers, contractors, consultants, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees, and personnel, to permit ADB or its representative to inspect the site and their assets, accounts, and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.
- 74.3 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities and their respective officers, directors, employees, and personnel, are required to cooperate fully in any investigation when requested by ADB to do so. As determined on a case-by-case basis by ADB, such cooperation is set out in detail in the Investigation and Enforcement Framework (as amended from time to time).
- 74.4 All Bidders, consultants, contractors, and suppliers shall require their officers, directors,

¹⁷ “Conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

¹⁸ Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

employees, personnel, and agents to ensure that, in its contracts with its subconsultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors, and other third parties similarly are required to cooperate fully in any investigation when requested by ADB to do so.

- 74.5 The Contractor undertakes that no fees, gratuities, rebates, gifts, commissions, or other payments, other than those shown in the bid, have been given or received in connection with the procurement process or in the contract execution.¹⁹

75. Payment upon Termination

- 75.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the PCC. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.
- 75.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

76. Property

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

77. Release from Performance

- 77.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterward to which a commitment was made.

78. Suspension of ADB Loan or Credit

- 78.1 In the event that ADB suspends the Loan or Credit to the Employer, from which part of the payments to the Contractor are being made,
- (a) the Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received ADB's suspension notice.
 - (b) if the Contractor has not received sums due it within the 28 days for payment provided for in GCC 50.1 [Payments], the Contractor may immediately issue a 14-day termination notice.

¹⁹ The undertaking also applies during the period of performance of the contract.

79. Eligibility

- 79.1 The Contractor shall have the nationality of an eligible country as specified in Section 5 [Eligible Countries] of the bidding document. The Contractor shall be deemed to have the nationality of a country if the Contractor is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Subcontractors or Suppliers for any part of the Contract including related services.
- 79.2 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as specified in Section 5 [Eligible Countries] of the bidding document and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer's request, the Contractor may be required to provide evidence of the origin of materials, equipment, and services.
- 79.3 For purposes of GCC 79.2, "origin" means the place where the materials and equipment are mined, grown, produced, or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that differs substantially in its basic characteristics or in purpose or utility from its components.

Section 8: Particular Conditions of Contract

This Particular Conditions of Contract (PCC) complements Section 7 (General Conditions of Contract), specifying data and contractual requirements linked to the special circumstances of the country, Employer, Project Manager, sector, overall project, and the Works. The PCC complements the GCC in the same way the Bid Data Sheet complements the Instructions to Bidders.

The PCC has more detailed terms and conditions, which the Employer will apply in administering the specific contract. These provisions do not constitute a complete standard set of provisions. Employers should prepare country- or project-specific provisions for the PCC, and these should be developed into standard provisions.

Whoever drafts the PCC should be thoroughly familiar with the provisions of the GCC and with any specific requirements of the Contract. Legal advice is recommended when amending provisions or drafting new ones. Note that clause numbers in the PCC correspond to those in the GCC, but the PCC provisions take precedence over those in the GCC.

Particular Conditions of Contract

Except where otherwise indicated, all PCC forms should be filled out by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

A. General

GCC 1.1(d)	The financing institution is Asian Development Bank.
GCC 1.1(r)	The Employer is ARIAS Society, Khanapara, Assam
GCC 1.1(w)	The Intended Completion Date for the whole of the Works shall be 12 Months
GCC 1.1(cc)	The Project Manager is District Fishery Development Officer, Nalbari, Assam
GCC 1.1(ff)	The Site is located at Mugdi Beel , Nalbari District and is defined in drawings furnished at Vol-3 of the Bidding Document
GCC 1.1(ii)	The Start Date shall be Date of issue of Notice to Proceed with the work
GCC 1.1(mm)	The Works consist of :- Conservation, Restoration and Rejuvenation works of the ‘Mugdi Beel’ of Nalbari District under the Assam SWIFT Project including works related to earthwork and site development including desilting and disposal of silt, turfing, excavation, pipe laying, construction of peripheral bunds, rearing tanks, Hatchery, Community Centre, HP Culvert, approach road, implementation of pen culture and katal fishing and installation of solar lamps, demarcation pillars, iron gate, etc.
New GCC 1.1 (nn)	<p>“Local” means pertaining to, or originating within, the territory of Employer’s Country.</p> <p>“Local Labor” means laborers, workers, or employees (whether unskilled, semi-skilled, or skilled) who are legally entitled to work under the laws of the Employer’s Country and are ordinarily residents therein.</p> <p>“Local Participation” means the engagement of Local Labor and the implementation of other measures for local job creation and skills development in the performance of the Works, as specified in the Contract</p>
GCC 2.2	Sectional Completions are: Not Applicable
GCC 2.3(j)	<p>The following documents also form part of the Contract:</p> <ol style="list-style-type: none"> 1. Construction Methodology: Construction methodology as submitted by the Bidder and revised as per comments of employer given in letter of acceptance, if any. 2. Quality control: Quality control procedures and assurance plans given in the bid by the Bidder and amended as per comments of Employer given in letter of acceptance, if any. 3. Environmental, Health and Safety (EHS):(i) Environmental, Health, and Safety Management Plan (EHSMP), with monitoring plan, that reflects the bidder’s understanding of key EHS risks, outlines proposed strategies to address them, and demonstrates readiness to manage these risks effectively. The EHSMP will be further developed into a detailed site-specific EHSMP after contract awarding, subject to review and approval by Project Manager or Employer;(ii) most recent initial environmental examination report for Assam

	SWIFT Project disclosed in ADB website; (iii) Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its EHS obligations under the contract.
GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of India
GCC 11.1	The Project Manager may delegate any of his duties and responsibilities.
GCC 14.1	Schedule of other contractors: Not Applicable
GCC 19.1	The minimum insurance amounts and deductibles shall be <ul style="list-style-type: none"> (a) for loss or damage to the Works, Plant and Materials: Equal to contract amount (b) for loss or damage to Equipment: 10% of the contract amount (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract 5% of the contract amount (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: In accordance with the statutory requirements applicable in India (i) of other people: In accordance with the statutory requirements applicable in India
GCC 20.1	Site Investigation Reports are: Detailed Progress Report shall be shared with the contractor.
New GCC 21.2	"The Contractor shall prepare the sign board design in accordance with the Works' Requirements. The sign board design shall be submitted to the Project Manager for Review. No physical Works shall commence on Site until the Project Manager has given (or is deemed to have given) a Notice of No-objection to the sign board design and until the sign board(s) have been properly installed in the agreed-upon location(s) at the Site."
GCC 23.1	The following shall be designed by the Contractor: As indicated in the scope of works
GCC 26.1	The Site Possession Date(s) shall be: On the date of commencement of work
GCC 29.1	Appointing Authority for the Adjudicator: Chairman, Institute of Engineers (India), Assam State Centre
GCC 30.3	The Adjudicator shall be paid by the hour at the rate of: Rs. 2,000.00/- (Rupees Two Thousand only) The reimbursable expenses are: <ol style="list-style-type: none"> 1. Reasonable Travel expenses 2. Reasonable Accommodation costs 3. Meals and refreshments during work-related activities.
GCC 30.4	Institution whose arbitration procedures shall be used: <i>[select from below]</i> <ul style="list-style-type: none"> (a) Contracts with foreign contractors: International arbitration shall be conducted in accordance with the rules of UNCITRAL. If no rules have been specified, then Rules of the Singapore International Arbitration Centre (SIAC) shall apply. Arbitration shall be administered by Singapore International Arbitration Centre (SIAC). If no institution has been specified, then SIAC shall be the institution to

	<p>administer the arbitration. The place of arbitration shall be: Singapore.</p> <p>(b) Contracts with domestic contractors:</p> <p>Arbitration shall be conducted in accordance with the laws of the Employer's country.</p>
GCC 34.1	<p>The following is added after the last paragraph:</p> <p>The Contractor shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, Indigenous Peoples, and/or ethnic minorities, migrant workers, and children (of working age in accordance with Sub-Clause 32.1 <i>[Child Labor]</i>).</p>
GCC 34.2	<p>The following sentence shall apply:</p> <p>Respectful Work Environment</p> <p>The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.</p> <p>The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and Subcontractors who have attended and completed such training programs and provide such records to the Employer or the Project Manager at their first written request.</p>

B. Time Control

GCC 35.1	The Contractor shall submit for approval a Program for the Works within 14 days from the date of the Letter of Acceptance.
GCC 35.3	<p>The period between Program updates is 14 days.</p> <p>The amount to be withheld for late submission of an updated Program is Rs 1 (One) Lakh only</p>

C. Quality Control

GCC 43.1	The Defects Liability Period is: 365 days
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D. Cost Control

New GCC 50.5	The following is added at the end of Sub-Clause 50.4: The Contractor is required to submit an assessment of the Contractor's compliance with requirements assessed and/or measured based on the KPIs (if applicable). If the Contractor fails to meet any requirements assessed using the Key Performance Indicators (KPI) set out in Part B – Performance Damages and/or Part C – Bonuses, of the Particular Conditions, if applicable, as determined by the Project Manager, necessary adjustments to the payments shall be made.
GCC 53.1	The currency of the Employer's country is: Indian rupees (INR)
GCC 54.1	The Contract not subject to price adjustment in accordance with GCC Clause 54, and the following information regarding coefficients do not apply.
GCC 55.1	The proportion of payments retained is 6% from each bill subject to the maximum of 5% of final contract price.
GCC 56.1	The liquidated damages for the whole of the Works are 0.05% per day. The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.
GCC 57.1	Not applicable
GCC 58.1	The Advance Payments shall be: 10% and shall be paid to the Contractor no later than 15 days
GCC 58.3	Repayment of the Advance Payments shall be: [<i>insert percentage</i>] from each payment certificate. 15%
GCC 59.1	The Performance Security amount is 5% percent of the Contract Price.

E. Finishing the Contract

GCC 72.1	The date by which operating and maintenance manuals are required is 28 Days of issue of certificate of completion of whole of work The date by which "as built" drawings are required is 28 days of issue of certificate of completion of whole of the work.
GCC 72.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 72.1 is Rs. 2.00 Lakh (Rupees two lakh) only
GCC 73.2(h)	The maximum number of days is 365 Days
GCC 75.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is 20%

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

Metrics for Progress Reports As per the EMP provided in the Vol.-2

Section 9: Contract Forms

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

Table of Forms

Notice of Intention for Award of Contract.....	117
Letter of Acceptance	118
Beneficial Ownership Disclosure Form	120
Contract Agreement.....	121
Performance Security	122
Advance Payment Security	123
Environmental, Health, and Safety Code of Conduct	124

Notice of Intention for Award of Contract²⁰

[on letterhead paper of the Employer]

[date of notification]

To: [name of the Bidder]
 Attention: [insert name of the Bidder's authorized representative]
 Address: [insert address of the Bidder's authorized representative]
 Telephone and/or Fax numbers: [insert telephone and/or fax numbers of the Bidder's authorized representative]
 Email Address: [insert email address of the Bidder's authorized representative]

This is to notify you of our intention to award the contract [insert name of the contract and identification number, as given in the Bid Data Sheet]. You have [insert number of days as specified in ITB 44.1 of the BDS] days from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid; and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 48.1.

The summary of the evaluation is as follows:

1. List of Bidders

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

2. Reason/s Why Your Bid Was Unsuccessful

.....

3. The Successful Bidder

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

Authorized Signature:

Name and Title of Signatory:

NOTE

The Employer should send this notification simultaneously to each Bidder that submitted a bid. Notice of Intention for Award of Contract shall only be included if standstill provision is applicable in accordance with ITB 44.1.

Name of Agency:

²⁰ This form shall be used only if standstill period is applicable as per BDS 44

Invitation to Finalization of the Draft Contract Before Notification of Award

[on letterhead paper of the Employer]

[date]

To: [Name and address of the bidder]
Subject:
Contract No. [please specify]

This is to notify you that your Bid dated [date] for execution of the [name of the contract and identification number, as given in the Bid Data Sheet] is hereby found as the Most Advantageous Bid by our Agency.

You are hereby invited to discussions to finalize the draft contract, through [...enter means of discussions, such as in-person meetings, venue, or electronic correspondence...]. The discussions on the finalization of the draft contract will include the topics given in the Attachment to this Invitation.

Authorized Signature:
Name and Title of Signatory:
Name of Agency:

Attachment: Topics to be discussed during finalization of the draft contract.

NOTE

The invitation to finalization of the draft contract provisions shall consider the following:

Finalization of draft contract can be made through in-person meetings or through correspondence, including electronic means through authorized emails of the parties to the draft contract.

During the discussions for finalization of the draft contract, no substantial changes shall be made to the Bid of the Bidder, scope of the Works, provisions of the Contract or any other aspects of the Bidding Documents, which would unfairly affect the competitive position of other bidders.

Without prejudice to the above, discussions during finalization of the draft contract may include, if applicable, the following; finalization of price adjustment indices, KPIs in relation to the Bid of the successful Bidder which have been evaluated under Technical Bid, schedules of payment currencies, mobilization plan, construction seasons, and any other matters which need clarification prior to issuance of Notification of Award.

Parties shall take into account that the finalization of the draft contract provisions is not a negotiation stage, but clarification and finalization of various aspects within the Contract, before signing of the contract. At this stage, the Employer shall not use this step to reject the Bid of the Bidder and move to the second ranked Bidder, or the successful Bidder shall not refuse to sign the Contract based on any disagreements. If such circumstances arise, the Employer shall seek ADB's no-objection prior to declaring that a contract with the successful bidder cannot be signed.

Letter of Acceptance

[on letterhead paper of the Employer]

[date]

To: [name and address of the contractor]

Subject: Contract No. [please specify]

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

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

[Choose one of the following statements:]

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

[or]

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Draft Contract

Beneficial Ownership Disclosure Form (Not applicable)

NOTE

NOTE TO BIDDERS:

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

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

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

by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Contract Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Contract Agreement shall be interpreted in the following order of priority and shall prevail over all other Contract documents.
 - (a) Letter of Acceptance,
 - (b) Letter of Technical Bid,
 - (c) Letter of Price Bid,
 - (d) Addenda Nos. [insert addenda number if any]²¹
 - (e) Particular Conditions of Contract, including attachments
 - (f) List of Eligible Countries that was specified in Section 5 of the bidding document,
 - (g) General Conditions of Contract,
 - (h) Specifications,
 - (i) Drawings,
 - (j) Completed Activity Schedules or Bill of Quantities, and
 - (k) Environmental, Health, and Safety Code of Conduct for Contractor’s Personnel;
 - (l) Environmental, Health, and Safety Management Plan (ESMP) and other EHS assessment and management documents [list the documents here, if applicable];
 - (m) any other documents shall be added here.²²
3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed by
for and on behalf of the Employer

in the presence of

Witness, Name, Signature, Address, Date

Signed by
for and on behalf the Contractor

in the presence of

Witness, Name, Signature, Address, Date

²¹ Information contained in the addenda and or addendum should preferably be included in the contract documents to avoid potential ambiguities during contract implementation. If however, unavoidable priority should be decided depending on the nature of information provided in the addenda/addendum.

²² Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 54.1).

Performance Security

[Bank's name and address of issuing branch or office]²³

Beneficiary: [Name and address of the Employer]

Date:

Performance Guarantee No.:

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

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

At the request of the Contractor, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]²⁴ [amount in figures] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [date] day of [month], [year],²⁵ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.²⁶

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

Note to Bidder

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

²³ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.
²⁴ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or in any freely convertible currency acceptable to the employer. If the bank issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer.
²⁵ Insert the date 28 days after the expected defect liability period. The Employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months] [1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."
²⁶ Or the employer may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.

Advance Payment Security

[Bank's name and address of issuing branch or office]²⁷

Beneficiary: [Name and address of the employer]

Date:

Advance Payment Guarantee No.:

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

Furthermore, we understand that, according to the Conditions of the Contract, an advance payment in the sum [name of the currency and amount in words]²⁸ [amount in figures] is to be made against an advance payment guarantee.

At the request of the Contractor, we [name of the bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [name of the currency and amount in words]²⁹ [amount in figures] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor:

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that eighty percent (80%) of the Contract Price has been certified for payment, or on the [date] day of [month], [year],³⁰ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.³¹

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

Note to Bidder

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

²⁷ All italicized text is for guidance on how to prepare this demand guarantee and shall be deleted from the final document.

²⁸ The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in any freely convertible currency acceptable to the employer.

²⁹ The guarantor shall insert an amount representing the amount of the advance payment denominated either in the currency(ies) of the advance payment as specified in the Contract, or in any freely convertible currency acceptable to the employer.

³⁰ Insert the expected expiration date of the time for completion. The employer should note that in the event of an extension of the time for completion of the contract, the employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months] [1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

³¹ Or the employer may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.

Environmental, Health, and Safety Code of Conduct

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

NOTE TO EMPLOYER

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

Delete this Box prior to issuance of the Bidding Document.

NOTE TO BIDDER

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

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

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

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

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

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

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

REQUIRED CONDUCT

Contractor's Personnel shall:

1. carry out its duties competently and diligently;
2. comply with this EHS Code of Conduct and all applicable laws, regulations, and other requirements, including requirements to protect the health, safety, and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment, including by:
 - (a) ensuring that workplaces, machinery, equipment, and processes under each person's control are safe and without risk to health;
 - (b) wearing required personal protective equipment;
 - (c) using appropriate measures relating to chemical, physical, and biological

substances and agents; and (d) following applicable emergency operating procedures;

4. report work situations that it believes are not safe or healthy and remove itself from a work situation that it reasonably believes presents an imminent and serious danger to its life or health;
5. treat other people with respect and not discriminate against specific groups such as women, people with disabilities, migrant workers, or children;
6. report violations of this EHS Code of Conduct; and
7. not retaliate against any person who reports violations of this EHS Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor’s Personnel or the project’s Grievance Redress Mechanism.

RAISING CONCERNS

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

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

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

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

FOR CONTRACTOR’S PERSONNEL:

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

Name of Contractor’s Personnel: [insert name]

Signature:

.....

..... Date: [day month year]:

.....

Countersignature of authorized representative of the Contractor:

Signature:

.....

..... Date: [day month year]:

.....

BILL OF QUANTITIES

ANNEXURE-1

Name of Work: Conservation, Restoration and Rejuvenation of Mugdi Beel of Nalbari District under Assam SWIFT Project

(TO BE FILLED UP ONLINE)

Name of Work: Conservation, Restoration and Rejuvenation of Mugdi Beel of Nalbari District under Assam SWIFT Project					
Sl. No.	Item Description	Unit	Total Quantity	Rate including GST 18%+Cess 1%	Amount (Rs.)
1	2	3	4	5	6
1	<p>DE-SILTING & EXCAVATION: Removal of unsuitable soil including excavation, loading and disposal upto 1000 m lead from the beds of Beels/Tanks/ Ponds/ Swampy lands to the proper grade and slopes as required and utilizing the soil in construction of embankment or repairing of existing embankment on all sides, lifting in uniform layers not exceeding 20 cm thick (excluding compaction), clearing light jungles and trees up to 50 cm girth from the site of work, dug belling, profiling, ploughing or roughening or benching the seat, breaking clods up to 25 mm cube ramming, removing roots and vegetation, dressing to the designed section complete as directed. All kind of soil.</p> <p>The de-silted soil is utilised for construction peripheral bund, rearing tank bund and Approach Road</p>	Cum	46034.65		
2	<p>TURFING: Furnishing and laying of the live sods of perennial turf forming grass on embankment slope, verges or other locations shown on the drawing as directed by the Engineer including preparation of ground, fetching of sods and watering as per Technical Specification Clause 309.</p>	Sqm	29880.00		
3	<p>EARTHWORK IN EXCAVATION: Earthwork in excavation for structures as per drawing and technical specifications Clause 305.1 including setting out, construction of shoring and bracing, removal of stumps and other deleterious material and disposal upto a lead of 50m, dressing of sides and bottom and backfilling in trenches with excavated suitable material. Ordinary soil Upto 3 m depth</p> <p>For HP Culvert</p>	Cum	211.16		

4	<p>PLAIN/ REINFORCEMENT CONCRETE: Providing concrete for plain/ reinforced concrete in open foundations complete as per drawings and technical specifications Clause 802, 803, 1202 & 1203 I. With crushed Stone A.P.C.C grade M 10i. Nominal mix 1:3:6. For HP Culvert</p>	Cum	15.50		
5	<p>BEDDING FOR PIPE: Bedding of pipe (ii) Type B (First Class) Bedding Laying (First Class) bedding on well compacted approved granular material as per Clause 1105 (ii) (i) Sand Filling For HP Culvert</p>	Cum	37.03		
6	<p>BRICK MASONRY WORK: Brick masonry work in cement mortar in foundation complete excluding pointing and plastering as per drawing and technical specifications Clauses 600, 1202 & 1203 i) Brick masonry in 1:3 cement mortar For HPC Head wall</p>	Cum	170.51		
7	<p>CEMENT MORTAR: Plastering with cement mortar (1:4), 15 mm thick on brickwork in substructure as per technical specification Clauses 613.4 & 1204 For HPC Head wall</p>	Sqm	184.86		
8	<p>NP3 PIPE: Providing and laying reinforced cement concrete pipe NP3 for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets Clause 1106. (i) 1200 mm dia For HP Culvert</p>	Rm	60.00		
9	<p>NP3 PIPE: Pipe Laying Providing and laying reinforced cement concrete pipe NP3 for culverts on first class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets Clause 1106. (B) 1000 mm dia</p>	Rm	15.00		

10	NP3 PIPE: Pipe Laying Providing and laying reinforced cement concrete pipe NP3 for culverts design on first-class bedding of granular material in single row including fixing collar with cement mortar 1:2 but excluding excavation, protection works, backfilling, concrete and masonry works in head walls and parapets Clause 1106.iii) 600 mm dia	Rm	60.00		
11	EARTHWORK IN APPROACH ROAD: Construction of embankment with approved materials deposited at site from roadway cutting and excavation from drain and foundation of other structures graded and compacted to meet the requirements of Tables 300.1 and 300.2 as per Technical Specification Clause 301.5	Cum	2107.00		
12	Subgrade and Earthen Shoulders: Construction of subgrade and earthen shoulders with approved material obtained from borrow pits with all lifts and leads, transporting to site, spreading, grading to required slope and compacted to meet requirement of Table 300.2 with lead upto 1000 m as per Technical Specification Clause 303.1. i) Private Land	Cum	141.00		
13	GSB: Construction of granular sub-base by providing well-graded material, spreading in uniform layers with a motor grader on a prepared surface, mixing by in place method with rotavator at OMC, and compacting with a smooth wheel roller to achieve the desired density, complete as per Technical Specification Clause 401. ii) For Grading II Material	Cum	151.88		
14	WBM : 'Providing, laying, spreading, and compacting stone aggregates of specific sizes to water-bound macadam specifications, including spreading in a uniform thickness, handpacking, rolling with smooth wheel roller 80- 100kN in stages to proper grade and camber, applying and brooming, stone screening to fill up the interstices of coarse aggregate, watering and compacting to the required density Grading 3 as per Technical Specification Clause 405. WBM Grading 3. Using stone screening Type-B 11.2 mm for Gr.III	Cum	75.94		
15	ICBP: Providing and laying interlocking concrete block pavement with M40 grade of concrete block, shaving thickness 80 mm as per technical specification clause 1504 complete including carriage.a) Including Edge block/ Edge restraints	Sqm	1012.50		
16	EARTHWORK IN EXCAVATION: Earth work in excavation by mechanical means (Hydraulic excavator) /manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including	Cum	199.99		

	<p>dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil (for Footing) For Community Hall, Chain-Link Fencing, RCC Overhead Reservoir, Gate,Spawn Collection Tank. Assam Type Shed.</p>				
17	<p>PLINTH FILLING: Filling available excavated earth (excluding rock) in trenches, plinth, sides of foundations etc. in layers not exceeding 20cm in depth, consolidating each deposited layer by ramming and watering, lead up to 50 m and lift upto 1.5 m.For Community Hall,Chain-Link Fencing.</p>	Cum	74.90		
18	<p>PLAIN CEMENT CONCRETE (CAST -IN- SITU): Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level : 1:3:6 (1 Cement : 3 coarse sand (zone-III) derived from natural sources : 6 graded stone aggregate 20 mm nominal size derived from natural sources) For Community Hall, Chain-Link Fencing,Gate,Breeding Pool,Assam Type Shed.</p>	Cum	20.86		
19	<p>REINFORCED CEMENT CONCRETE (CAST -IN- SITU): Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level : 1:1.5:3 (1 cement : 1.5 coarse sand (zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size de rived from natural sources) For Community Hall, Chain-Link Fencing,Gate.</p>	Cum	26.042		
20	<p>REINFORCED CEMENT CONCRETE (CAST -IN- SITU): Reinforced cement concrete work in walls (any thickness), including attached pilasters, buttresses, plinth and string courses, fillets, columns, pillars, piers, abutments, posts and struts etc. above plinth level up to floor five level, excluding cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III) derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources) For Community Hall, Chain-Link Fencing,Gate, For RCC Overhead Tank,Breeding Pool,Hatching pool,Spawn Collection Tank .</p>	Cum	31.63		
21	<p>REINFORCED CEMENT CONCRETE (CAST -IN- SITU): Reinforced cement concrete work in beams, suspended floors, roofs having slope up to 15° landings, balconies, shelves, chajjas, lintels, bands, plain window sills, staircases and spiral stair cases above plinth level up to floor five level, excluding the cost of centering, shuttering, finishing and reinforcement with 1:1.5:3 (1 cement : 1.5 coarse sand(zone-III)</p>	Cum	9.58		

	derived from natural sources : 3 graded stone aggregate 20 mm nominal size derived from natural sources). For Community Hall, Gate,Breeding Pool.				
22	STEEL REINFORCEMENT: Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level and above the plinth level. Thermo-Mechanically Treated bars of grade Fe-500D or more. For Community Hall, Chain-Link Fencing,Gate, For RCC Overhead Reservoir.Hatching pool,Spawn Collection Tank.	Kg	8196.43		
23	SHUTTERING: Centering and shuttering including strutting, propping etc. and removal of form for Foundations, footings, bases of columns, etc. for mass concrete. For Community Hall, Chain-Link Fencing,Gate,RCC Overhead Reservoir	Sqm	100.64		
24	SHUTTERING: Centering and shuttering including strutting, propping etc. and removal of form for Lintels, beams, plinth beams, girders, bressumers and cantilevers For Community Hall, Chain-Link Fencing,Gate,RCC Overhead Reservoir	Sqm	318.80		
25	BRICK WORK : Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in foundation and plinth in: Cement mortar 1:4 (1 cement : 4 coarse sand) For Community Hall, Gate, RCC Overhead Reservoir	Cum	18.58		
26	PRE CONSTRUCTION ANTI - TERMITE TREATMENT: Diluting and injecting chemical emulsion for POST-CONSTRUCTIONAL anti-termite treatment (excluding the cost of chemical emulsion) : Along external wall where the apron is not provided using chemical emulsion @ 7.5 litres / sqm of the vertical surface of the substructure to a depth of 300mm including excavation channel along the wall & rodding etc. complete: With Chlorpyriphos/ Lindane E.C. 20% with 1% concentration. For Community Hall, Chain-Link Fencing.	Sqm	151.42		
27	PRE CONSTRUCTION ANTI - TERMITE TREATMENT: Supplying chemical emulsion in sealed containers including delivery as specified. Chlorpyriphos/ Lindane emulsifiable concentrate of 20% For Community Hall, Chain-Link Fencing.	Litre	21.50		
28	DAMP PROOF COURSE (DPC): Providing and laying damp-proof course 40mm thick with cement concrete 1:2:4 (1 cement :	Sqm	19.56		

	2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 12.5mm nominal size derived from natural sources) For Community Hall.				
29	BRICK WORK : Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level. Cement mortar 1:4 (1 cement :4 coarse sand) For Community Hall.	Sqm	165.42		
30	ROOF TRUSS: Steel work in built up tubular(round, square or rectangular hollow tubes etc.) trusses etc. including cutting , hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished seamless type tubes For Community Hall, RCC Overhead Reservoir.	Kg	2760.46		
31	ROOFING: Providing & fixing at all heights, levels and locations Mill finish Aluminium alloy roofing sheets of alloy IS designation 31500, temper Hx8 conforming to IS 737 and dimensions as per IS code 2676 with characteristics of good formability and corrosion resistance. The profile sheets shall be fixed to truss members in slope or required pitch or curvature with Hex cap headed self drilling/tapping Stainless steel screws M6, 50 mm long with 3 mm EPDM seal washer etc. all inclusive of labour, scaffolding, T&P and sundries etc. complete as per directions of the Engineer-In-Charge. (Cost of truss/frame work shall be paid separately). 0.56 mm, Aluminium troughed profile with center to center pitch of 200 mm, depth of 32 mm, overall profile width 1092 mm, cover width 1000mm For Community Hall, RCC Overhead Reservoir.	Sqm	180.11		
32	ROOFING: Providing and fixing Ridge accessories (500-600mm) total coated thickness, Zinc coating 120 grams per sqm as per IS:277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete. Ridges plain(500mm) For Community Hall, RCC Overhead Reservoir.	m	21.40		
33	ROOFING: Providing and fixing Ridge accessories (500-600mm) total coated thickness, Zinc coating 120	m	32.40		

	grams per sqm as per IS:277, in 240 mpa steel grade, 5-7 microns epoxy primer on both side of the sheet and polyester top coat 15-18 microns using self drilling/ self tapping screws complete. Barge board (300 mm) For Community Hall				
34	FLOOR 62 mm thick cement concrete flooring with concrete hardener topping, under layer 50 mm thick cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20mm nominal size) and top layer 12mm thick cement hardener consisting of mix 1:2 (1 cement hardener mix : 2 graded stone aggregate, 6mm nominal size) by volume, hardening compound mixed @ 2 litre per 50 kg of cement or as per manufacture's specifications. This includes cost of cement slurry, but excluding the cost of nosing of steps etc. complete. For Community Hall.	Sqm	129.06		
35	CEMENT PLASTER: 15 mm cement plaster on rough side of single or half brick wall of mix: A) On rough side 1:4 (1 cement: 4 coarse sand) For Community Hal.	Sqm	205.32		
36	CEMENT PLASTER: 12 mm cement plaster of mix : B) On fair side - 1:6 (1 cement: 6 fine sand) For Community Hall.	Sqm	180.72		
37	MS Grill: Providing and fixing M.S. grills of required pattern in frames of windows etc. with M.S. flats, square or round bars etc. including priming coat with approved steel primer all complete. (Grill for Fish Landing Centre) For Community Hall, RCC Overhead Reservoir.	Kg	546.98		
38	TILES: Providing and fixing Ist quality ceramic glazed wall tiles conforming to IS: 15622 (thickness to be specified by the manufacturer), of approved make, in all colours, shades except burgundy, bottle green, black of any size as approved by Engineer-in-Charge, in skirting, risers of steps and dados, over 12 mm thick bed of cement mortar 1:3 (1 cement : 3 coarse sand) and jointing with grey cement slurry @ 3.3kg per sqm, including pointing in white cement mixed with pigment of matching shade complete. For Community Hall, Gate.	Sqm	67.10		

39	<p>TILES: Providing and laying Vitrified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm including grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only . Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily. Double charge vitrified tile polished finish of size : 600 mm x 600 mm For Community Hall.</p>	Sqm	120.00		
40	<p>DOORS AND WINDOWS: Providing and fixing aluminium work for doors, windows, ventilators and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make conforming to IS: 733 and IS: 1285, fixing with dash fasteners of required dia and size, including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling, C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. (Glazing, paneling and dash fasteners to be paid for separately) : For shutters of doors, windows & ventilators including providing and fixing hinges/ pivots and making provision for fixing of fittings wherever required including the cost of EPDM rubber / neoprene gasket required (Fittings shall be paid for separately) Powder coated aluminium (minimum thickness of powder coating 60 micron) 1.037kg/m For Community Hall.</p>	Kg	181.48		
41	<p>DOORS AND WINDOWS: Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge . (Cost of aluminium snap beading shall be paid in basic item): With float glass panes of 5 mm thickness (weight not less than 12.50 kg/sqm) For Community Hall.</p>	Sqm	15.30		
42	<p>DOORS AND WINDOWS: Providing and fixing ISI marked flush door shutters conforming to IS : 2202 (Part I) non-decorative type, core of block board construction with frame of 1st class hard wood and well</p>	Sqm	6.46		

	<p>matched commercial 3 ply veneering with vertical grains or cross bands and face veneers on both faces of shutters: 35 mm thick including ISI marked Stainless Steel butt hinges with necessary screws</p> <p>For Community Hall.</p>				
43	<p>DOORS AND WINDOWS:</p> <p>30 mm thick factory made Polyvinyl Chloride (PVC) door shutter made of styles and rails of a uPVC hollow section of size 60x30 mm and wall thickness 2 mm (± 0.2 mm), with inbuilt decorative moulding edging on one side. The styles and rails mitred and joint at the corners by means of M.S. galvanised/ plastic brackets of size 75x220 mm having wall thickness 1.0 mm and stainless steel screws. The styles of the shutter reinforced by inserting galvanised M.S. tube of size 25x20 mm and 1 mm (± 0.1 mm) wall thickness. The lock rail made up of 'H' section, a uPVC hollow section of size 100x30 mm and 2 mm (± 0.2 mm) wall thickness fixed to the shutter styles by means of plastic/ galvanised M.S. 'U' cleats. The shutter frame filled with a uPVC multi-chambered single panel of size not less than 620 mm, having over all thickness of 20 mm and 1 mm (± 0.1 mm) wall thickness . The panels filled vertically and tie bar at two places by inserting horizontally 6 mm galvanised M.S. rod and fastened with nuts and washers, complete as per manufacturer's specification and direction of Engineer-in-charge.</p> <p>For Community Hall.</p>	Sqm	5.20		
44	<p>PAINTING:</p> <p>Providing and applying white cement based putty of average thickness 1 mm, of approved brand and manufacturer, over the plastered wall surface to prepare the surface even and smooth complete.</p> <p>Equal to plastering</p> <p>For Community Hall.</p>	Sqm	386.03		
45	<p>PAINTING:</p> <p>Wall painting with premium acrylic emulsion paint of interior grade having VOC (Volatile Organic Compound) content less than 50 grams/litre of approved brand and manufacture, including applying additional coats wherever required to achieve even shade and colour.</p> <p>For Community Hall.</p>	Sqm	386.03		
46	<p>FALSE CEILING:</p> <p>Providing and fixing false ceiling at all height including providing and fixing of frame work made of special sections, power pressed from M.S. sheets and galvanized with zinc coating of 120 gms/sqm (both side inclusive) as per IS : 277 and consisting of angle cleats of size 25</p>	Sqm	114.31		

	<p>mm wide x 1.6 mm thick with flanges of 27 mm and 37mm, at 1200 mm centre to centre, one flange fixed to the ceiling with dash fastener 12.5 mm dia x 50mm long with 6mm dia bolts, other flange of cleat fixed to the angle hangers of 25x10x0.50 mm of required length with nuts & bolts of required size and other end of angle hanger fixed with intermediate G.I. channels 45x15x0.9 mm running at the spacing of 1200 mm centre to centre, to which the ceiling section 0.5 mm thick bottom wedge of 80 mm with tapered flanges of 26 mm each having lips of 10.5 mm, at 450 mm centre to centre, shall be fixed in a direction perpendicular to G.I. intermediate channel with connecting clips made out of 2.64 mm dia x 230 mm long G.I. wire at every junction, including fixing perimeter channels 0.5 mm thick 27 mm high having flanges of 20 mm and 30 mm long, the perimeter of ceiling fixed to wall/partition with the help of rawl plugs at 450 mm centre, with 25mm long dry wall screws @ 230 mm interval, including fixing of gypsum board to ceiling section and perimeter channel with the help of dry wall screws of size 3.5 x 25 mm at 230 mm c/c, including jointing and finishing to a flush finish of tapered and square edges of the board with recommended jointing compound , jointing tapes , finishing with jointing compound in 3 layers covering upto 150 mm on both sides of joint and two coats of primer suitable for board, all as per manufacturer's specification and also including the cost of making openings for light fittings, grills, diffusers, cutouts made with frame of perimeter channels suitably fixed, all complete as per drawings, specification and direction of the Engineer in Charge but excluding the cost of painting with : 12.5 mm thick tapered edge gypsum plain board conforming to IS: 2095- (Part I) :2011 (Board with BIS certification marks)</p> <p>For Community Hall.</p>				
47	<p>SANITARY WORKS: Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply, including all CPVC plain & brass threaded fittings, including fixing the pipe with clamps at 1.00 m spacing. This includes jointing of pipes & fittings with one step CPVC solvent cement and testing of joints complete as per direction of Engineer in Charge. Internal work - Exposed on wall 20 mm dia. nominal bore</p> <p>For Community Hall.</p>	Rm	50.00		
48	<p>SANITARY WORKS: Providing and fixing C.P. brass stop cock (concealed) of standard design and of approved make conforming to IS:8931. 15 mm nominal bore</p> <p>For Community Hall.</p>	Each	4.00		
49	<p>SANITARY WORKS: Providing and fixing white vitreous china pedestal type water closet (European type) with</p>	Each	2		

	seat and lid, 10 litre low level white vitreous china flushing cistern & C.P. flush bend with fittings & C.I. brackets, 40 mm flush bend, overflow arrangement with specials of standard make and mosquito proof coupling of approved municipal design complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required :W.C. pan with ISI marked white solid plastic seat and lid For Community Hall.				
50	SANITARY WORKS: Providing and fixing soil, waste and vent pipes :100 mm dia. Pipe Sand cast iron S&S pipe as per IS:1729 For Community Hall.	Rm	50.00		
51	SANITARY WORKS: Providing and fixing M.S. holder bat clamps of approved design to Sand Cast iron/cast iron (spun) pipe embedded in and including cement concrete blocks 10x10x10 cm of 1:2:4 mix (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size), including cost of cutting holes and making good the walls etc. : For Community Hall	each	5		
52	SANITARY WORKS: Providing and fixing double equal junction of required degree with access door, insertion rubber washer 3 mm thick, bolts and nuts complete : 100x100x100x100 mm Sand cast iron S&S as per IS - 1729 For Community Hall.	each	6		
53	SANITARY WORKS: Providing and fixing wash basin with C.I. brackets, 15 mm C.P. brass pillar taps, 32 mm C.P. brass waste of standard pattern, including painting of fittings and brackets, cutting and making good the walls wherever require: 17.7.7 White Vitreous China Flat back wash basin size 450x 300 mm with single 15mm C.P. brass pillar tap For Community Hall	each	4		
54	SANITARY WORKS: Providing and fixing P.V.C. low level flushing cistern with manually controlled device (handle lever) conforming to IS : 7231, with all fittings and fixtures complete. 10 litre capacity - White For Community Hall.	each	2		
55	SANITARY WORKS: Providing and fixing PTMT Bottle Trap for Wash basin and sink. Bottle trap 38 mm single	each	4		

	piece moulded with height of 270 mm, effective length of tail pipe 260 mm from the centre of the waste coupling, 77 mm breadth with 25 mm minimum water seal, weighing not less than 263 gms For Community Hall.				
56	SANITARY WORKS: Providing and fixing 100 mm sand cast Iron grating for gully trap For Community Hall.	each	4		
57	SANITARY WORKS: Providing and fixing white vitreous china flat back or wall corner type lipped front urinal basin of 430x260x350 mm and 340x410x265 mm sizes respectively with automatic flushing cistern with standard flush pipe and C.P. brass spreaders with brass unions and G.I clamps complete, including painting of fittings and brackets, cutting and making good the walls and floors wherever required : One urinal basin with 5 litre white P.V.C. automatic flushing cistern. For Community Hall.	each	2		
58	SANITARY WORKS: Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) : 20 mm nominal bore For Community Hall	each	4		
59	SANITARY WORKS: Providing and fixing ball valve (brass) of approved quality, High or low pressure, with plastic floats complete : 15 mm nominal bore For Community Hall	each	4		
60	EXCAVATION: Earth work in excavation by mechanical means (Hydraulic excavator)/ manual means over areas (exceeding 30 cm in depth, 1.5 m in width as well as 10 sqm on plan) including getting out and disposal of excavated earth lead upto 50 m and lift upto 1.5 m, as directed by Engineer-incharge All kinds of soil For Community Hall	Cum	20.73		
61	SEPTIC TANK: LOSIO Septic Tank of 2000 Ltrs Capacity, suitable for 10-12 PAX (A 2000-liter Losio septic tank, coded LST-2000, has dimensions of approximately 78 x 45 x 45 inches (Length x Height x Diameter) and is made from durable, lightweight, rust-proof, and leak-proof PVC material. It is an anaerobic, eco-friendly tank designed for industrial and other applications, requiring no professional installation for its easy setup) For Community Hall.	Each	1		

62	ELECTRICAL WORKS: Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq. mm FRLS PVC insulated copper conductor single core cable in surface I recessed medium class PVC conduit, with modular switch, modular plate, suitable GI box and earthing the point with 1.5 sq. mm FRLS PVC insulated copper conductor single core cable etc. as required. For Community Hall.	Each	15		
63	ELECTRICAL WORKS: Wiring for light/ power plug with 2X4 sq. mm FRLS PVC insulated copper conductor single core cable in surface/ recessed medium class PVC conduit alongwith 1 No 4 sq. mm FRLS PVC insulated copper conductor single core cable for loop earthing as required. For Community Hall, Assam Type Shed.	Rm	316.30		
64	ELECTRICAL WORKS: Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed medium class PVC conduit as required. For Community Hall.	Rm	50.00		
65	ELECTRICAL WORKS: Supplying and fixing following modular switch/ socket on the existing modular plate & switch box including connections but excluding modular plate etc. as required. 3 pin 5/6 A socket outlet For Community Hall.	Each	12		
66	ELECTRICAL WORKS: Supplying and fixing suitable size GI box with modular plate and cover in front on surface or in recess, including providing and fixing 3 pin 5/6 amps modular socket outlet and 5/6 amps modular switch, connection etc. as required. (For light plugs to be used in non residential buildings). For Community Hall.	Each	6		
67	ELECTRICAL WORKS: Providing and fixing following rating and breaking capacity and pole MCCB with thermomagnetic release and terminal spreaders in existing cubicle panel board including drilling holes in cubicle panel, making connections, etc. as required. For Community Hall.	Each	2		
68	ELECTRICAL WORKS: Earthing with G.I. earth pipe 4.5 metre long, 40 mm dia including accessories, and	Set	2		

	providing masonry enclosure with cover plate having locking arrangement and watering pipe etc. with charcoal/ coke and salt as required. For Community Hall, Assam Type Shed.				
69	ELECTRICAL WORKS: Supplying, fitting LED Bub 9W For Community Hall.	Each	15		
70	ELECTRICAL WORKS: Supplying including fitting fixing of following A.C. Ceiling fan complete with all accessories like down rod, canopy etc. of following sweeps with making necessary connection as approved by the Deptt.)as required complete and as directed by the Department [Without regulator].Premium model 1200 mm Sweep (ORIENT PSPO make) / Premium model 1050 / 1200 mm Sweep SS-390 Deco Havells make) For Community Hall.	Each	5		
71	Soling Work : Dry brick on edge flooring in required pattern with bricks of class designation 7.5 on a bed of 12 mm mud mortar, including filling joints with Jamuna sand, with common burnt clay non modular bricks. Stagging Footing For Community Hall,RCC Overhead Reservoir,Breeding Pool,Hatching pool,Spawn Collection Tank. Assam Type Shed.	Sqm	220.34		
72	MS ANGLE STAGGING : Structural steel work riveted, bolted or welded in built up sections, trusses and framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer all complete. For Community Hall.	Kg	123.47		
73	STORAGE TANK: Providing and placing on terrace (at all floor levels) polyethylene water storage tank, IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank. For Community Hall.	Litre	1000.00		
74	PUMP & MOTORS: Havells, Kirloskar or Crompton make Hi-Flow 1HP monoblock Centrifugal Pump.	Each	1		
75	SOLAR POWER PLANT: Installation of 5 KW Off-grid Solar Power Plant with mono cell best system capacity. Solar Module Monocrystelin 545wp 24v 144Cell, Product Warranty 12 Years, Performance	Set	1		

	Warranty 25 Year. Solar PCU Off-grid MPPT Based Controller 5kva 48v Single phase with 2 years onsite warranty. Lithium Battery of 48 volt & 100ah with warranty 5 Years				
76	<p>Site Development Excavating, supplying and filling of local earth (including royalty) by mechanical transport upto a lead of 5km also including ramming and watering of the earth in layers not exceeding 20 cm in trenches, plinth, sides of foundation etc. complete. Filling up to P. L. For Community Hall, Breeding Pool, Hatching pool.</p>	Cum	430.21		
77	<p>SHUTTERING: Centering and shuttering including strutting, propping etc. and removal of form for: Columns, Pillars, Piers, Abutments, Posts and Struts. For Chain-Link Fencing, RCC Overhead Reservoir, Hatching pool, Spawn Collection Tank.</p>	Sqm	107.33		
78	<p>MS GATE: Steel work welded in built up sections/ framed work, including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer using structural steel etc. as required. In gratings, frames, guard bar, ladder, railings, brackets, gates and similar works For Chain-Link Fencing, Gate, RCC Overhead Reservoir.</p>	Kg	495.70		
79	<p>Providing and fixing G.I. chain link fabric fencing of required width in mesh size 25 mm × 25 mm, made of G.I. wire of 3.0 mm diameter, including strengthening with 2.0 mm diameter G.I. wire at top, middle and bottom, fixed to RCC / steel posts using G.I. binding wire / nuts, bolts and washers, complete in all respects as per spacing of posts not exceeding 2.5 m centre-to-centre, and as per direction of the Engineer-in-Charge. For Chain-Link Fencing</p>	Sqm	4.48		
80	<p>Providing and fixing ISI marked IS: 453 oxidised M.S. double acting spring hinges with necessary screws etc. complete. (copper oxidized as per IS: 1378) 100mm For Chain-Link Fencing</p>	Each	8.00		
81	<p>Providing and fixing ISI marked oxidised M.S. sliding door bolts with nuts and screws etc. complete : (copper oxidized as per IS: 1378) 300 x 16 mm For Chain-Link Fencing</p>	Each	1.00		
82	<p>Providing and fixing G.I. chain link fabric fencing of required width in mesh size 50x50 mm including strengthening with 2 mm dia wire or nuts, bolts and washers as required complete as per the direction of Engineer-in-charge. Made of G.I. wire of dia. 4 mm, PVC coated to achieve outer dia not less than 5 mm in</p>	Sqm	82.50		

	required colour and shade For Chain-Link Fencing				
83	Galvanised steel barbed wire of 9.8 kg /100metre For Chain-Link Fencing	Quintal	0.18		
84	Carriage of Barbed wire For Chain-Link Fencing	Tonne	0.18		
85	Supplying and fixing turn buckles and straining bolts for barbed wire fencing. For Chain-Link Fencing	Each Set	3.00		
86	Centering and shuttering including strutting, propping etc. and removal of form for Suspended floors, roofs, landings, balconies and access platform, Main Tank slab For RCC Overhead Reservoir	Sqm	25.00		
87	Providing and laying in position specified grade of reinforced cement concrete, excluding the cost of centering, shuttering, finishing and reinforcement - All work up to plinth level :1:2:4 (1 cement : 2 coarse sand (zone-III) derived from natural sources : 4 graded stone aggregate 20 mm nominal size de rived from natural sources)Footing, Post, Beam. For RCC Overhead Reservoir	Cum	19.13		
88	Brick work with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level in all shapes and sizes in Cement mortar 1:4 (1 cement : 4 coarse sand),Main Tank For RCC Overhead Reservoir,Breeding Pool,Hatching pool.	Cum	28.00		
89	20 mm cement plaster of mix :1:4 (1 cement: 4 fine sand) Post,Bracing-Beam,Min Beam Side For RCC Overhead Reservoir	Sqm	93.92		
90	Cement plaster 1:3 (1 cement: 3 coarse sand) finished with a floating coat of neat cement. 20 mm cement plaste, Main tank outside & inside wall For RCC Overhead Reservoir,Breeding Pool,Hatching pool,Spawn Collection Tank .	Sqm	279.31		
91	52 mm thick cement concrete flooring with concrete hardener topping, under layer 40 mm thick cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 20 mm nominal size) and top layer 12 mm thick cement hardener consisting of mix 1:2 (1 cement hardener mix : 2 graded stone aggregate 6 mm nominal size) by volume, hardening compound mixed @ 2 litre per 50 kg of cement or as per manufacturer's specifications. This includes cost of cement slurry, but excluding the cost of nosing of steps etc. complete. Main tank floor For RCC Overhead Reservoir	Sqm	61.00		

92	Finishing walls with Acrylic Smooth exterior paint of required shade : New work (Two or more coat applied @ 1.67 ltr/10 sqm over and including priming coat of exterior primer applied @ 2.20 kg/10 sqm Main tank slab bottom,Side of tank beam,Column For RCC Overhead Reservoir	Sqm	78.35		
93	Finishing with Epoxy paint (two or more coats) at all locations prepared and applied as per manufacturer's specifications including appropriate priming coat, preparation of surface, etc. complete.On steel work Birdproof grill with openeable door system in gable end opening of overhead tank,Birdproof grill,pump house grill door For RCC Overhead Reservoir	Sqm	6.60		
94	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, i/c cutting and making good the walls etc. : Internal work - Exposed on wall,50 mm dia nominal bore,Piping from overhead reservoir ,Drain pipe (plugged),Overflow pipe,Outlet nipples For RCC Overhead Reservoir	m	97.40		
95	Half brick masonry with common burnt clay F.P.S. (non modular) bricks of class designation 7.5 in superstructure above plinth level up to floor V level. Cement mortar 1:3 (1 cement :3 coarse sand) For RCC Overhead Reservoir,Hatching pool,Spawn Collection Tank ,pipes and fitting.	Sqm	58.34		
96	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, i/c cutting and making good the walls etc,Internal work - Exposed on wall 40 mm dia nominal bore For pipes and fitting.	m	86.92		
97	Providing and fixing G.I. pipes complete with G.I. fittings and clamps, i/c cutting and making good the walls etc,Internal work - Exposed on wall 25 mm dia nominal bore For pipes and fitting.	m	15.35		
98	Providing and fixing gun metal non- return valve of approved quality (screwed end) :(a) 50mm dia (heavy type) 50 mm nominal bore At pump suction pipe end under water For pipes and fitting.	Nos	1		
99	Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing	m	34.20		

	of joints complete as per direction of Engineer in Charge. 80 mm nominal dia Pipes For pipes and fitting.				
100	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) : 50 mm nominal bore For pipes and fitting.	Nos	4		
101	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) : 40 mm nominal bore For pipes and fitting.	Nos	5		
102	Providing and fixing gun metal gate valve with C.I. wheel of approved quality (screwed end) : 25 mm nominal bore For pipes and fitting.	Nos	3		
103	Plastic shower 15mm (Market Rate) For pipes and fitting.	Nos	29		
104	3HP single phase centrifugal monoblock pump set (Market Rate) For pipes and fitting.	Nos	1		
105	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed steel conduit, with piano type switch, phenolic laminated sheet, suitable size MS box and earthing the point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable etc. as required. For pipes and fitting.	Point	1		
106	Purchase of one 5 H.P diesel driven pump (USHA/KIRLOSKAR)machine 5 H.P. diesel driven Pump with shed	Each	2		
107	Purchase of 7.5cm dia helical pipe for suction and delivery 5 H.P. diesel driven Pump with shed	Metre	37.00		
108	Construction of Pump Shed with g.c.i sheet roofing over brick wall with pcc flooring 5 H.P. diesel driven Pump with shed	L.S	1		
109	Purchase of oxygen cylinders B-type-big Purchase of oxygen cylinder	No.	5		
110	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. Hot finished welded type tubes Assam Type Shed	Kg	1012.75		

111	Providing corrugated G.S. sheet roofing including vertical / curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet washers filled with white lead, including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete (up to any pitch in horizontal/ vertical or curved surfaces), excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required. 0.63 mm thick with zinc coating not less than 275 gm/ m ² Assam Type Shed	Sqm	154.56		
112	Cost of Agro Net (Market Price) Assam Type Shed	Sqm	88.62		
113	Wages for fitting of Agro Net (Market Price) Assam Type Shed	Nos	10.00		
114	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with piano type switch, phenolic laminated sheet, suitable size M.S. box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc. as required. Group B Assam Type Shed	Point	2.00		
115	Wiring for light point/ fan point/ exhaust fan point/ call bell point with 1.5 sq.mm FRLS PVC insulated copper conductor single core cable in surface / recessed medium class PVC conduit, with piano type switch, phenolic laminated sheet, suitable size M.S. box and earthing the point with 1.5 sq.mm. FRLS PVC insulated copper conductor single core cable etc. as required. Group C Assam Type Shed	Point	8.00		
116	Wiring for circuit/ submain wiring alongwith earth wire with the following sizes of FRLS PVC insulated copper conductor, single core cable in surface/ recessed steel conduit as required. Assam Type Shed	Mtr	25.00		
117	Earthing with copper earth plate 600 mm X 600 mm X 3 mm thick including accessories, and providing masonry enclosure with cover plate having locking arrangement and watering pipe of 2.7 metre long etc. with charcoal/ coke and salt as required. Assam Type Shed	Each	1.00		
118	Supplying and fixing following way, single pole and neutral, sheet steel, MCB distribution board, 240 V, on surface/ recess, complete with tinned copper bus bar, neutral bus bar,	Each	1.00		

	earth bar, din bar, interconnections, powder painted including earthing etc. as required. (But without MCB/RCCB/Isolator) 6 way , Double door Assam Type Shed				
119	Installation ,Testing, Commissioning of wall bracket /ceiling fittings of all sizes and shapes containing upto two GLS/CFL/LED lamps per fitting, complete with all accessories including connections etc. as required. Assam Type Shed	Each	10.00		
120	Boring: Boring/drilling bore well of required dia for casing/ strainer pipe, by suitable method prescribed in IS: 2800 (part I), including collecting samples from different strata, preparing and submitting strata chart/ bore log, including hire & running charges of all equipments, tools, plants & machineries required for the job, all complete as per direction of Engineer-in-charge, upto 90 metre depth below ground level. All types of soil : 300 mm dia Tubewell upto 50.00 m Boring	metre	50.00		
121	Casing Pipe: Supplying, assembling, lowering and fixing in vertical position in bore well, unplasticized PVC medium well casing (CM) pipe of required dia, conforming to IS: 12818, including required hire and labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Engineer -in-charge. 100 mm nominal size dia Tubewell upto 50.00 m Boring	metre	39.00		
122	Screen (RMS) pipes: Supplying, assembling, lowering and fixing in vertical position in bore well unplasticized PVC medium well screen (RMS) pipes with ribs, conforming to IS: 12818, including hire & labour charges, fittings & accessories etc. all complete, for all depths, as per direction of Engineer-in-charge. 150 mm nominal size dia Tubewell upto 50.00 m Boring	metre	9.00		
123	MS Pipe: Supplying, assembling, lowering and fixing in vertical position in bore well, ERW (Electric Resistance Welded) FE 410 mild steel screwed and socketed/plain ended casing pipes of required dia, conforming to IS: 4270, of reputed & approved make, including painted with outside surface with two coats of anticorrosive paint of approved brand and manufacture, including required hire & labour charges, fittings & accessories, all complete, for all depths, as per direction of Engineer-in-charge. 150 mm nominal size dia having minimum wall thickness 5.40 mm Tubewell upto 50.00 m Boring	metre	3.00		

124	<p>Development of tube well: Development of tube well in accordance with IS : 2800 (part I) and IS:11189, to establish maximum rate of usable water yield without sand content (beyond permissible limit), with required capacity air compressor, running the compressor for required time till well is fully developed, measuring yield of well by "V" notch method or any other approved method, measuring static level & draw down etc. by step draw down method, collecting water samples & getting tested in approved laboratory, i/c disinfection of tubewell, all complete, including hire & labour charges of air compressor, tools & accessories etc., all as per requirement and direction of Engineer-in-charge.</p> <p>Tubewell upto 50.00 m Boring</p>	Hrs	10.00		
125	<p>MS cap: Providing and fixing suitable size threaded mild steel cap or spot welded plate to the top of bore well housing/ casing pipe, removable as per requirement, all complete for borewell of: 150 mm dia</p> <p>Tubewell upto 50.00 m Boring</p>	each	1.00		
126	<p>Lowering of column pipe: Providing and fixing Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge. 40 mm nominal dia Pipes</p> <p>Tubewell upto 50.00 m Boring</p>	metre	40.00		
127	<p>Gravel packing in tubewell: Gravel packing in tubewell construction in accordance with IS: 4097, including providing gravel fine/ medium/ coarse, in required grading & sizes as per actual requirement, all complete as per direction of Engineer-in-charge.</p> <p>Tubewell upto 50.00 m Boring</p>	Cum	3.15		
128	<p>Gravel packing in tubewell: Providing and placing in position hand pump of approved quality for 40 mm diameter G.I. pipe complete with all accessories.</p> <p>Tubewell upto 50.00 m Boring</p>	each	1.00		
129	<p>SUB-SOIL INVESTIGATION : Collection from the field and testing in the laboratory of undisturbed soil sample for sub-soil investigation (as per relevant I.S. code) by open drive sampler (100 mm dia. Boring) through clayey soil layer/sandy soil layer/sandy clay/sandy silt layer/clayey silt layer, conduction</p>	L/S	1.00		

	standard penetration test(SPT) and collection of SPT sampler,observation of ground water table,spot level survey to the bore location and carrying out R.L. from nearest B.M.,laboratory test (particle size analysis,hydrometer test,liquid limit determination plastic limit determination,specific gravity determination,triaxial test,direct shear test,unconfined compression test,consolidation test) including preparation of sub-soil investigation report complete with necessary printing and binding (minimum 5 copies)				
130	<p>Pen Culture: Construction of Pen Culture with Bamboo (1st Class) 85 mm - 100 mm dia, 4.5 m - 5.5 m long, vertically placed at 2.00 m centre to centre driven 1.50 m below ground/bed level and 2.50 m above ground/bed level tied with Jati or Bethua bamboo 50mm to 100 mm dia and 6m long above ground level horizontally in two rows at 2.00 m apart, Fencing with split bamboo kamis in horizontal direction at 300 mm c/c and vertical direction at 800 mm c/c having tied with coconut fiber two poly twisted rope etc. manually with provision of hired country boat (2 nos.), fitting and fixing of PEN culture Net 115 GSM HDPE mono shade, 45 ply Nylon, 210D, 24 mm mesh size net with boarder rope of 10 mm dia Polypropylene and tie rope in every 2 meter intervals conforming to technical requirement of Textiles - Twisted Nylon Fish-Net Twines as per IS 4401-2006, complete as per drawings and technical specifications as directed by Engineer in-charge.</p>	Rm	990.00		
131	<p>SOLAR LAMP: Supply, Installation, Testing and commissioning of a Complete solar street-lighting system, including a 160Wp crystalline silicon solar photovoltaic module supplied with a compatible module mounting structure, clamps, fasteners, and UV-resistant cable tails, with test certification conforming to IEC 61215 (Edition II)/IS 14286 and IEC 61730 from a NABL or IECQ accredited laboratory. The system shall incorporate a Lithium Iron Phosphate (LiFePO4) battery of 12.8V nominal voltage and 42 Ah capacity, equipped with an integrated Battery Management System (BMS) providing protections against over/under-voltage, over-current, short-circuit, over-temperature, and ensuring cell balancing, duly certified to IEC 62133-2011 or the latest BIS standard by a BIS-recognized lab or MNRE-accredited test centre. The MPPT charge controller, integrated with the luminaire and battery, shall operate at 12.8 V nominal, have a maximum current rating of 6A/12 A/14 A as required and provide automatic dusk-to-dawn operation, LiFePO4 charging profiles, and full electronic protection. The LED street-light luminaire shall be rated at 30W(+5%), with high-efficiency optics, a driver compatible with the MPPT output, and ingress protection of IP66 or higher, complying with relevant BIS standards, The system shall be mounted on a 6m long 2.2mm thick</p>	Nos	22		

	tubular hot-dip galvanized GI pole conforming to IS 1161 and IS 4736 complete with a single-arm bracket, MMS, and light arm to hold the luminaire and PV module, along with all necessary clamps and fasteners. The work shall include complete erection on a prepared foundation, all wiring and interconnection, functional testing (dusk-to-dawn operation) in the presence of the Engineer-in-Charge, and submission of as-built documentation. The contractor shall also provide a Comprehensive Maintenance Contract (CMC) for a period of five years from the date of commissioning covering preventive and breakdown maintenance, replacement of defective parts, and maintenance of illumination levels as specified.				
132	INFORMATION BOARD: Providing and fixing of typical Citizens Information Board with Logo as per MORD specifications and drawing. Two nos. 1.6mm thick MS sheet duly welded with 5mm thick steel plate on back on edges. The 4 nos. steel plate will be welded horizontally with 2 nos. 75mm x 75mm of 12 SWG sheet tubes posts duly embedded in cement concrete M-15 grade blocks of 600mm x 600mm x 750mm, 750mm below ground level. The 2 nos. steel plate will be welded vertically to 2 nos. 75mm x 75mm of 12 SWG sheet tubes posts duly welded to vertical tubes. All M.S. will be stove enameled on both sides. Lettering and printing arrows, border etc. will be painted with ready mixed synthetic enamel paint of superior quality in required shade and colour. All sections of framed posts and steel tube will be painted with primer and two coats of epoxy paint as per drawing Clause 1701 and Annexure 1700.1	Nos	2		
133	EMP: Implementation & Monitoring of Environmental Management Plan (EMP) as the provisions in the Bidding Document Vol-2, for which the estimated cost is Rs.1,15,000/=	LS	1		
Total=					

ENVIRONMENTAL MANAGEMENT PLAN

ANNEXURE-2

Introduction

The Environmental Management Plan (EMP) for **Mugdi Beel** of Nalbari District, under the Assam Sustainable Wetland and Fisheries Transformation Project (SWIFT), presents a comprehensive framework of mitigation and monitoring measures aimed at safeguarding the beel ecosystem. It defines clear timelines, roles, and responsibilities to ensure effective implementation by the project proponent, contractors, and regulatory authorities. The EMP offers practical guidance to minimize environmental impacts and promote sustainable management practices throughout the project lifecycle. The Detailed Engineering Report (DER) for the site has also been reviewed, and appropriate mitigation measures have been developed to address potential impacts on both the environment and human health.

Objectives of Environmental Management Plan

The main objectives of this EMP are:

- formulate avoidance, mitigation and compensation measures for anticipated environmental impacts during construction and operation, and ensure that environmentally sound, sustainable and good practices are adopted;
- ensure compliance with Asian Development Bank's applicable safeguard policies, and regulatory requirements of Govt. of Assam and the Government of India;
- stipulate monitoring and institutional requirements for ensuring safeguard compliance; and
- Proposed subproject should be environmentally sustainable.

The EMP outlines a comprehensive set of mitigation, monitoring, and institutional measures designed to avoid, minimize, and mitigate adverse environmental impacts while enhancing positive outcomes of the Project. It also details the actions required to implement these measures effectively. The key components of the EMP include:

- Mitigation of potentially environmental impacts;
- Environmental monitoring during project implementation and operation;
- Institutional capacity building and training;
- Implementation schedule and estimated environmental management costs; and
- Integration of the EMP with project planning, design, construction, and operation phases.

The implementation of mitigation measures will depend on the nature, timing, and severity of the identified impacts. The implementation schedule is structured around a 12-month construction phase, commencing from the start of construction activities. Table 1.1 in Volume 2 presents the EMP showing the potential environmental impacts, corresponding mitigation measures, and the responsible agencies for implementation and monitoring during the pre-construction, construction, and operation and maintenance phases. Copy of the EMP must be available at all work sites throughout project implementation. The EMP will be included in the bidding documents and incorporated into the civil works contracts to ensure it is legally binding for all contractors. It will be reviewed and updated during implementation, if necessary. Any non-compliance or deviation from the EMP provisions will be treated as a violation of environmental safeguards obligations.

Environmental Monitoring Plan (EMP)

Environmental monitoring (Table 1.2 in Volume 2) is a vital tool for effective environmental management, as it provides the necessary data to support informed decision-making. To ensure that

the mitigation measures and Environmental Management Plan (EMP) are effectively implemented during the construction and operation phases of the subproject, a well-designed and consistently followed Environmental Monitoring Plan (EMoP) is essential.

The primary objectives of the environmental monitoring program are to:

- Assess the effectiveness of the mitigation measures outlined in the EMP;
- Evaluate the adequacy of the environmental assessment process;
- Recommend ongoing improvements to the environmental management approach based on monitoring results and revise the EMP and monitoring strategies accordingly;
- Enhance environmental quality through proper and timely implementation of mitigation measures; and
- Ensure compliance with applicable environmental regulations and community-related commitments.

To determine the effectiveness of the environmental management program, regular monitoring of key environmental parameters will be carried out. Three types of monitoring will be undertaken under the EMP:

EMP Implementation Monitoring: To be carried out by the contractor during the construction phase (for contractor-led components) and by the Beel Development Committee (BDC) during the operations phase, as per the project design.

Environmental Quality Monitoring: To be undertaken by a contractor-appointed testing agency or laboratory accredited by the National Accreditation Board for Testing and Calibration Laboratories (NABL) and/or the Ministry of Environment, Forest and Climate Change (MoEFCC), Government of India, as specified in the EMP.

EMP Compliance Monitoring: To assess whether the EMP measures are being properly implemented by the contractor or the BDC, conducted by the Environmental Safeguard Officer of the PMU and the Environmental Safeguards Coordinator (ESC) of the CPIU.

Table 1.2 in Volume 2 presents the environmental monitoring program, specifying the type of monitoring, parameters to be assessed, monitoring frequency, monitoring locations, and responsible institutions for implementation and supervision during the pre-construction, construction, and operation phases. Monitoring costs have been estimated based on experience from similar projects in Assam and prevailing market rates.

Monitoring results will be compared against EMP requirements, site-specific management plans, and applicable environmental performance standards. Any non-compliance will be highlighted in the environmental monitoring reports. Contractual staff will assist the DoF in reviewing and assessing both the internal monitoring results submitted by contractors and BDCs, and the outcomes of the external environmental quality monitoring to ensure alignment with defined performance standards.

Performance Monitoring Indicators

Key physical, biological, and social components influencing the environment at subproject sites serve as overarching performance indicators for evaluating environmental performance. In addition to these broad indicators, specific environmental parameters have been selected for regular monitoring due to their regulatory relevance, the existence of standardized assessment procedures, and the availability of technical expertise, as outlined in the Environmental Monitoring Plan (EMoP).

These specific environmental parameters can be quantitatively measured over time and serve as targeted performance indicators for monitoring subproject impacts, especially at critical locations.

The selected parameters include:

- Water quality, assessed against Surface Water Quality Standards (IS:2296 - Class B) and the Wetland Health Report Card framework developed by the Ministry of Environment, Forest and Climate Change (MoEFCC), Government of India, with supplementary parameters from CIFRI guidelines to capture factors affecting fish health.
- Ambient air quality, monitored using CPCB's National Ambient Air Quality Standards (NAAQS) and WHO guidelines for PM_{2.5}, PM₁₀, CO, NO_x, and SO₂.
- Ambient noise levels, measured in reference to CPCB Ambient Noise Standards and WHO limits.
- Extent of water hyacinth removal (de-weeding) from beel areas.
- Volume of silt removed from peripheral areas, inlets, and outlets of beel.
- Increase in water availability during the lean season, indicating improved hydrology.
- Increase in fish production and rejuvenation of native fish species populations.
- Improved sanitation and solid waste management around beel areas, particularly at fish landing sites, aggregation zones, and auction centers.
- Adoption of eco-friendly tourism practices, such as waste minimization, sustainable infrastructure, and environmental education initiatives.

Compliance monitoring

EMP compliance monitoring involves the systematic assessment of the implementation progress and effectiveness of the environmental mitigation measures outlined in the EMP. This evaluation will be conducted regularly by the contractor and the CPIU. The PMU will compile and report the status of EMP implementation, including contractor environmental performance and overall project environmental compliance, through quarterly project progress reports and annual environmental monitoring reports.

**More details are furnished in the detailed EMP provided in the Vol.-
2, which is an integral part of the Bidding Document**