



# **Gujarat Council of School Education Samagra Shiksha**

**OFFICE OF THE STATE PROJECT DIRECTOR,  
VIDHYA SAMIKSHA KENDRA  
SECTOR NO. 19,  
GANDHINAGAR, GUJARAT-382021**

**NAME OF WORK: Construction/Upgradation of Secondary  
Schools,BRC Bhavan,ALS Hostel, KGBV at  
various Location in THE DANG district.**

## **SCHEDULE OF E-TENDERING**

(1)	Bid Document Downloading period	:	<b>From: 30/06/2026 To 30/07/2026 Up to 16:00 hrs.</b>
(2)	Bid Document Download End Date & Time of online submission of tender	:	<b>Date: 30/07/2026 Up to 16:00 hrs.</b>
(3)	Submission of tender fee, bid security & and other technical supporting documents in physical form during office hours	:	<b>Date: 30/07/2026 Up to 16:00 hrs.</b>
(4)	Online opening of bid	:	<b>Date: 30/07/2026 Up to 16:30 hrs.</b>
(5)	Pre-bid meeting	:	<b>Date: 09/07/2026 at to 12:00 PM.</b>
(6)	Pre-bid meeting venue:	:	<b>Gujarat Council of School Education- Samagra Shiksha, State Project Office, Vidhya Samiksha Kendra Sector-19, Gandhinagar, Gujarat</b>

### **Note:**

- (1) The tenders shall be submitted in electronic format only on the online website <https://tender.nprocure.com> till the date & time shown above. Bidders who wish to participate in online tenders will have to procure / should have a legally valid Digital Certificate (Class-III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any of the license-certifying authorities of India.
- (2) Financial Offers in Physical form will not be accepted in any case.
- (3) The scan copy of the document fee & bid security Shall be submitted Online as well as in Physical form in the prescribed schedule only.
- (4) The scan copy of qualification information along with all relevant supporting documents to be submitted online.
- (5) The financial bid i.e. Bill of Quantity put up in section - 7 shall be submitted online only.
- (6) It is mandatory to submit all the documents mentioned in invitation for bid (IFB) and section-2, 10 online else the submission shall be summarily rejected. Only documents submitted online shall be considered for evaluation. If the physical submission of the tender fee and bid security is not done then also the tender shall be summarily rejected.
- (7) **THE BIDDERS WHO HAVE RECEIVED “LETTER OF EMPANELMENT (LOE)” ISSUED BY GUJARAT COUNCIL OF SCHOOL EDUCATION- SAMAGRA SHIKSHA UP TO LAST DATE OF BID SUBMISSION CAN PARTICIPATE IN TENDER INVITATION. FOR REALISATION OF EMPANELMENT, BIDDER SHALL SUBMIT THE LETTER OF EMPANELMENT (LOE) IN ONLINE & OFFLINE ALONG WITH REQUISITE DOCUMENTS, FAILING WHICH THE BID SHALL BE REJECTED.**

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# **INVITATION FOR BID (IFB)**

## **NATIONAL COMPETITIVE BIDDING**

1. The Gujarat Council of School Education – Samagra Shiksha invites bids for the construction of works detailed in the table.

The bidders may submit bids for any or all of the following works.

**TABLE**

<b>Package No.</b>	:	<b>SS/ALS-REP/DANG/7925</b>	
<b>Name of work</b>	:	<b>Construction/Upgradation of Secondary Schools,BRC Bhavan,ALS Hostel, KGBV at various Location in THE DANG district.</b>	
<b>Approximate value of works (Rs.)</b>	:	<b>Rs. 43922200</b>	
<b>Tender Fee (Rs.)</b>	:	<b>Rs. 6000</b>	
<b>Bid security EMD (Rs.)</b>	:	<b>Rs. 440000</b>	
<b>Period of completion</b>	:	<b>•Site Up To 6 Classroom with Or Without Toilet &amp; All only Repairing works</b>	<b>- 9 Months from the Site possession</b>
		<b>•Site Having More Than 6 Classroom with Or Without Toilet</b>	<b>- 11 Months from the Site possession</b>
<b>Empanelled Category</b>	:	<b>Eligibility for participation in the tender shall be restricted to bidders empaneled under Category-3 &amp; Above.</b>	

2. Prospective / Interested bidders may download the Bid Documents from the website <https://tender.nprocure.com> free of cost till the Time and Date as mentioned on the online NIT at website <https://tender.nprocure.com>
3. However, the Bidder who is submitting the Bid Online will have to pay the Bid Document Fee / Tender Fee through Demand Draft only of any Nationalized/ Schedule / Private Bank, mentioned as per GoG Finance Department's Circular No. FD/MSM/e-file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment, payable at Gandhinagar and in Favour of **"State Project Director, GCSE, Samagra Shiksha, Gandhinagar"**. Once the Bid is received online / offline, the Bid Document / Tender Fee will not be refundable
4. The Demand Draft for Bid Document / Tender fee and Demand draft/ FDR / Bank Guarantee / Exemption certificate issued by GCSE-SS against Bid Security / EMD shall be submitted in electronic format through online (by scanning) while uploading the bid, this submission shall mean that bid document / tender fee and Bid Security / EMD has been received. Accordingly, the offer of only those shall be opened whose Bid Document / Tender Fee and Bid Security / EMD have been received electronically. However, for the purpose of realization of Demand Draft, and FDR / Bank Guarantee / Exemption Certificate issued by GCSE-SS bidder shall send the same in original through R.P.A.D. / Courier so as to reach to **State Project Director, GCSE, Samagra Shiksha, Gandhinagar** within a date and time as mentioned on the online NIT at website <https://tender.nprocure.com> under as mentioned under the Schedule of E-Tendering of SBD.

Punitive action for not submitting Demand Draft / FDR / Bank Guarantee in original to State Project Director / Tender Inviting Authority by bidder shall be initiated.

5. Bids received online, will be opened on the time, date and place as specified in the online NIT at website <https://tender.nprocure.com> in the presence of the bidders or their authorized representatives, who wish to remain present.

If the office happens to be closed on the day of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue.

6. A pre-bid meeting will be held on the date mentioned under the Schedule of E-Tendering at the office of **Gujarat Council of School Education- Samagra Shiksha, State Project Office, Vidhya Samiksha Kendra Sector-19, Gandhinagar, Gujarat** to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in clause 9.2 of 'instructions to Bidders' of the bidding documents.
7. The Bid Security (EMD) amount Shall be as Mentioned under National Competitive Bidding Of IFB.
8. Other Information is as under:
- A. Agencies can prepare and edit their offers a number of times before the end of the tender submission date and time. After the tender submission date and time, the bidder cannot modify/edit/withdraw their submitted offer in any case. No written or online request in this regard shall be granted.
  - B. Offers in physical form will not be accepted in any case.
  - C. Demand Draft purchased by the other than bidder and issued after the last date of submission of Bids, will not be considered or accepted.
  - D. The cost incurred by the contractor for this offer for clarification or attending discussions, conferences, or site visits will not be reimbursed by the Employer or Engineer-in-Charge.
  - E. Conditional tender shall not be accepted.
  - F. Any changes, additions, alternation made in the prescribed form attached with the tender are liable to be rejected.
  - G. Any change in format or conditional Bank Guarantee will not be accepted and the bidder will be considered non-responsive.
  - H. All the bidders are instructed to fill in information strictly in accordance with the format given in the checklist /qualification document / tender document.
  - I. It is mandatory for the bidders to provide each and every information as asked strictly in electronic format at appropriate places only.
  - J. Blank / insufficient information shall be treated as nil information and shall result in disqualification.
  - K. Even if the bidder has been qualified in a similar or larger size of project in the past, it shall not be deemed to be a ground/reason for not giving required information for this work/bid.
  - L. Information supplied for earlier projects shall not be considered while evaluation of this bid. The Government will not ask for any other information, unless it is found absolutely necessary by the competent authority.
  - M. If found necessary, the contractor will be intimated for negotiation.

For the Building Works following documents shall be submitted in electronic format only through online by scanning and the (i) Bid Document Fee / Tender Fee (ii) Bid Security / EMD / Exemption certificate issued by GCSE-SS should be sent in original to the Tender opening authority through RPAD (iii) other documents as listed below, so as to reach the office of the State Project Director within Date Specified under NIT and Schedule of E-Tendering.

The list of Qualification criteria and Documents are as below;

- i. Bid Document Fee / Tender Fee.
- ii. Bid Security / EMD / Exemption certificate issued by GCSE-SS.

- iii. Letter of Empanelment
- iv. Annual financial Turnover Certificate issued by C.A of last five years
- v. Existing Commitment and on-going works
- vi. MoU with Electrical Contractor
- vii. Electrical Contractor Registration Certificate of minimum “B” Class registration with R&B dept. Government of Gujarat
- viii. Affidavit For Not Black Listed
- ix. Undertaking For (25%) Cash Investment or Credit Certificate from Bank.

**Note:**

1. Please refer to Sections 02 & 10 of RFP documents for details of the documentation required in this regard.
2. For Submission of Details please refer the format given under Section-02.
3. **THE BIDDERS WHO HAVE RECEIVED “LETTER OF EMPANELMENT (LOE)” ISSUED BY GUJARAT COUNCIL OF SCHOOL EDUCATION- SAMAGRA SHIKSHA UP TO LAST DATE OF BID SUBMISSION CAN PARTICIPATE IN TENDER INVITATION. FOR REALISATION OF EMPANELMENT, BIDDER SHALL SUBMIT THE LETTER OF EMPANELMENT (LOE) IN ONLINE ALONG WITH REQUISITE DOCUMENTS, FAILING WHICH THE BID SHALL BE REJECTED.**

**Details of Location**

<b>Budget</b>	<b>Head</b>	<b>Approved Year</b>	<b>Block</b>	<b>School Name</b>	<b>UDISE CODE</b>	<b>Activity</b>	<b>Amount</b>
EAP-SOE		2026-27	Waghai	Government Secondary School Rambhas	24230325103	ALS Hostel	4,06,50,400
EAP-SOE	EDN-2	2026-27		SAKAR PATAD		ALS Repairing	18,19,800
GOG	EDN-2	2025-26	WAGHAI	KGBV WAGHAI		KGBV Repairing	14,52,000

**Note: The locations and work according to the location stated above are tentative and are likely to change. The bidder cannot claim any compensation on account of this.**

**Sd/-**  
**State Project Engineer**  
**Samagra Shiksha,**  
**Vidhya Samiksha Kendra**  
**Sector –19, Gandhinagar**

**SECTION - 1**  
**INSTRUCTIONS TO BIDDERS**  
**(ITB)**

## Section 1: Instructions to Bidders

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## **A. GENERAL**

### **1. Scope of Bid**

- 1.1. Samagra Shiksha invites bids for the work mentioned under national competitive bidding of IFB (as defined in these documents and referred to as ‘the works’) detailed in the table given in IFB. The bidders may submit bids for any or all of the works detailed in the table given in IFB.
- 1.2. The successful bidder will be expected to complete the works by the intended completion date specified in the Contract data.
- 1.3. Throughout these bidding documents, the terms ‘bid’ and ‘tender’ and their derivatives (bidder/ tenderer, bid/tender, bidding/ tendering, etc.) are synonymous.

### **2. Scope of Bid**

- 2.1. The expenditure on this project will be met from the budget of Govt. of Gujarat / Govt. of India for centrally sponsored projects.

### **3. Eligible Bidders**

- 3.1. This Invitation for Bids is limited to all Empanelled bidders only.
- 3.2. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a statement that the Bidder is neither associated, nor has been associated, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.

### **4. Qualification of the Bidder**

- 4.1. All bidders shall provide in Section 2, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary. The proposed methodology should include a program of construction backed with equipment planning and deployment duly supported with broad calculations and quality assurance procedures proposed to be adopted justifying their capability of execution and completion of work as per technical specifications, within stipulated period of completion.

4.2. Deleted.

4.3. Deleted.

4.4. Deleted.

#### **4.5. QUALIFICATION CRITERIA:**

- 4.5.1. Qualification will be based on Applicant’s meeting all the following minimum pass/ fail criteria regarding the Applicant’s general and particular experience, personnel and equipment capabilities and financial positions, as demonstrated by the applicant’s responses in the forms attached to the letter of application ( specified requirement for joint ventures are given under para 4.6 below ) Subcontractors experience and resources shall not be taken in to account in determining the applicants compliance with the qualifying criteria.

To qualify for more than one contract, the applicant must demonstrate having experience and resources sufficient to meet the aggregate of the qualification criteria for each contract given in **paragraphs 4.5.4, 4.5.5 and 4.5.9 below;**

#### 4.5.2. **Base Year and Escalation**

The base year shall be taken as Current financial year

Following enhancement factors will be used for the costs of works executed and the financial figure to a common base value for works completed in India

<b>Year</b>	<b>Financial Year</b>	<b>Multiplying Factor</b>
Base year of inviting tender	2025-26	1.00
-1	2024-25	1.10
-2	2023-24	1.21
-3	2022-23	1.33
-4	2021-22	1.46
-5	2020-21	1.61

Applicant should indicate actual figures of costs and amount for the works executed by them without accounting for the above-mentioned factors.

In case the financial figures and value of completed works are in foreign currency the above enhanced multiplying factors will not be applied. Instead, the current market exchange rate (State Bank of India BC Selling rate as on the last date of submission of the bid) will be applied for the purpose of conversion of the amount in foreign currency into Indian rupees.

#### 4.5.3. **General Experience.**

The Applicant shall meet with the following minimum criteria:

- a) A valid Empanelment Certificate in the specified category, issued by the Gujarat Council of School Education – Samagra Shiksha, Gandhinagar, shall be submitted by the bidder
- b) Achieved a minimum annual financial turnover (defined as billing for works in progress and completed in all classes of civil engineering construction works only) in any one year, over the last five years of the annual value of contract/contracts applied for.
- c) Experience in successfully completing at least one contract of Building (RCC Frame structure G+1), of at least 40 percent of the value of proposed contract within the last five years.

The works may have been executed by the applicant as prime contractor or as a member of a joint venture In case a project has been executed by a joint venture, weight towards experience of the project would be given to each joint venture in proportion to their financial participation in the joint venture.

For these, a certificate from the employers shall be submitted along with the application incorporating clearly the name of the work, contract value, billing amount, date of commencement of works, satisfactory performance of the contractor and any other relevant information.

#### 4.5.4. **Personnel Capabilities.**

Availability for his work of personnel with adequate experience as required; as per **Appendix.**

#### 4.5.5. **Equipment Capabilities**

Based on the studies carried out by the Engineer, the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule are shown in the Appendix.

The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations to allow the employer to review their proposals. The numbers, types and capacities of each plant / equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements.

**4.5.6. Financial Position**

The Applicant should give undertaking that he has access to, or has available, liquid assets (aggregate of working capital, cash in hand and uncommitted bank guarantees) and/or credit facilities up to **25 percent** of the value of the contract/contracts applied.

- 4.5.7. The audited balance sheets for the last five years should be submitted, which must demonstrate the soundness of the applicant's financial position, showing long-term profitability including an estimated financial projection for the next two years, if necessary, the employer will make inquiries with the applicant's bankers.

**4.5.8. Litigation History**

The Applicant should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution by him over the last five years. A consistent history of awards against the Applicant or any partner of a joint venture may result in failure of the applicant.

**4.5.9. Disqualification**

Even though the applicants meet the above criteria, they are subject to be disqualified if they have:

Made misleading or false representation in the forms, statements submitted, and/or Record of poor performance such as abandoning the work, rescinding of contract for which the reasons are attributable to the non – performance of the contractor; consistent history of litigation awarded against the applicant or financial failure due to bankruptcy. The rescinding of contract of a joint venture on account of reasons other than non – performance, such as Most Experienced partner of joint venture pulling out, court directions leading to breaking up of a joint venture before the start of work, which are not attributable to the poor performance of the contractor will, however, not affect the qualification of the individual partners

**4.6. JOINT VENTURE – (DELETED)**

**4.7. Bid Capacity & Maximum Award of Work.**

- 4.7.1. Applicants who meet the minimum qualification criteria will be qualified only if their available bid capacity at the expected time of bidding is more than the total estimated cost of the works. The available bid capacity will be calculated as under:

**Assessed Available Bid Capacity =  $(A \times N \times 2 - B)$ , where**

**A** = Maximum value of work executed in any one year during the last five years (updated to the price level of the year indicated in appendix) taking into account the completed as well as works in Progress.

**B** = Value at current price level of the existing commitments and ongoing works to be completed during the next (period of completion of work for which bids are invited); and

**N** = Number of years prescribed for completion of the works for which the bids are invited

**Note: ~~In the Case of joint venture, the available bid capacity will be applied for each partner to the extent of his proposed participation in the execution of the work.~~**

4.7.2. The maximum amount of work awarded to a Service Provider shall be as per the table below

<b>R&amp;B Registration Class</b>	<b>Maximum Amount up to which work can be awarded. (Rs.)</b>
<b>UP TO “B” CLASS</b>	<b>Cumulative as on last date of bid submission Rs.75.00 CRORE OR BID CAPACITY WHICHEVER IS LESS</b>
<b>“A” CLASS</b>	<b>Cumulative as on last date of bid submission Rs.100.00 CRORE OR BID CAPACITY WHICHEVER IS LESS</b>
<b>“AA” CLASS</b>	<b>Cumulative as on last date of bid submission Rs.150.00 CRORE OR BID CAPACITY WHICHEVER IS LESS</b>

Upon completion of the technical evaluation, the financial evaluation of the received bids shall be undertaken. The bid of the L1 bidder for a particular lot shall be assessed on a cumulative basis across all packages for which the bidder is declared L1. The bidder must satisfy the criteria stipulated under Clauses 4.7.1 and 4.7.2, failing which the bid shall be liable for rejection

4.8. Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representation in the forms, statements and Attachments the submitted in proof of the qualification requirements; and / or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delay in completion, litigation history, or financial failures etc.; and/ or
- Participated in the previous bidding for the same work and had quoted unreasonably high bid prices and could not furnish rational justification to the employer.

## **5. One bid per bidder.**

5.1. Each bidder shall submit only one bid for one package. A bidder who submits or participates with more than one bid for one package (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the bidder's participation to be disqualified.

## **6. Cost of Bidding**

6.1. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

## **7. Site Visit**

7.1. The Bidder, at the Bidder's own responsibility and risk **should** visit and examine the Site of work and its surrounding and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works.

7.2. The costs of visiting the site shall be at the Bidder's own expense.

## **8. Complaint resolution (GRIEVANCE REDRESSAL SYSTEM)**

8.1. If the Contractor have any complaints at any stage of the procurement, they may register their complaint at GCSE-SS website: <https://www.ssgujarat.org/Procurement/ProcurementQueries.aspx> (Procurement Complaints) is available on the tender page. This will trigger a complaint-handling mechanism. The details of the complainant will not be shared unless/ otherwise required by statute or for the purpose of handling the complaint on a need-to-know basis with select personnel dealing with the complaint. The complaint will reach one level higher than the procurement manager for this procurement.

## B. BIDDING DOCUMENTS

### 9. Content of Bidding Documents

9.1. The set of bidding documents comprises the documents listed below and addenda issued in accordance with Clause 10:

Section	Particulars	Volume No.
-	Invitation for Bids	I
1	Instructions to Bidders	
2	Qualification Information, and other forms	
3	Conditions of Contract	
4	Contract Data	
5	Technical Specifications	II
6	Form of Bid	III
7	Bill of Quantities	
8	Securities and other forms	
9	Drawings	IV
10	Documents to be furnished by bidder	V

9.2. Volumes I, II, III and IV are available online and documents to be furnished by the bidder in compliance to section 2 will be prepared by him and furnished as Volume- V in two parts (refer clause 12).

9.3. The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, Annexes and drawings in the Bid Document. Failure to comply with the requirements of Bid Documents shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the Bid Documents shall be rejected.

### 10. Clarification of Bidding Documents

10.1. A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or through E-mail at the Employer's address indicated in the invitation to bid. Employer's response will be published on website including a description of the enquiry but without identifying its source.

#### 10.2. Pre-bid meeting

10.2.1. The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time and date as indicated in the appendix

10.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

10.2.3. The bidder shall be required to submit any questions in writing or e-mail to reach the Employer not later than **03 days before the meeting**.

- 10.2.4. Minutes of the meeting, including the question raised (Without identifying the source of inquiry) and the responses given will be published without delay on the tender website i.e. <https://tender.nprocure.com> Any modification of the bidding documents listed in sub-Clause 8.1 which 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 Clause 10 and not through the minutes of the pre-bid meeting.
- 10.2.5. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## **11. Amendment of Bidding Documents**

- 11.1. Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2. Any addendum thus issued shall be part of the bidding documents. The Employer will assume no responsibility for the same.
- 11.3. To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at his discretion, extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 20.2 below.

## C. PREPARATION OF BIDS.

### 12. Language of the Bid

12.1. All documents relating to the bid shall be in the English language.

### 13. Documents Comprising the Bid

13.1. The bid be submitted by the bidder as Volume V of the bid document (refer Clause 8.1) shall be in two separate parts:

**Part-I shall be named “Technical Bid” and shall comprise**

- (i) Bid Security in the form specified in Section 8.
- (ii) Qualification Information and supporting documents as specified in Section 2.
- (iii) Certificates, undertakings, affidavits as specified in Section 2.
- (iv) Any other information pursuant to Clause 4.5 of these instructions.
- (v) Undertaking that the bid shall remain valid for the period specified in Clause 15.1.

**Part II shall be named “Financial Bid” and shall comprise**

- (i) Form of Bid as specified in Section 6.
  - (ii) Priced Bill of Quantities for items specified in Section 7.
- 13.2. The Bidder shall submit the details / information pertaining to each part i.e., technical as well as financial and must be submitted online only.
- 13.3. Following documents will be deemed to be part of the bid;

Section	Particulars	Volume No.
	<b>Invitation for Bids (IFB)</b>	
1	Instruction to Bidders	Volume I
3	Conditions of Contract	
4	Contract Data	
5	Specifications	Volume II
9	Drawings	Volume IV

### 14. Bid Prices

- 14.1. The Contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 14.2. The bidder shall fill in rates and prices and line-item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total bid price (Both in figures and words). Items for which no rate or price is entered by the bidder will not be paid for by the Bill of Quantities.
- 14.3. **All duties, taxes, and other levies except GST payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder. (GST will be paid extra).**
- 14.4. Deleted.
- 14.5. The rates and prices quoted by the bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of Clause 47 of the Condition of Contract (Irrespective of the time limit and Bid Amount).

### 15. Currencies of Bid and Payment

- 15.1. The unit rates and the prices quoted by the bidder shall be entirely in Indian Rupees. All payments shall be made in Indian Rupees.

## 16. Bid Validity

- 16.1. Bids shall remain valid for a period of not less than **120 days** after the deadline date for bid submission specified in Clause 20.
- 16.2. In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified period. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his security for a period of the extension, and in compliance with Clause 16 in all respects.

## 17. Bid Security

- 17.1. The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of IFB for this particular work. This Bid security shall be in favor of Employer as named in Appendix and may be in one of the following forms;
  - a) Bank Guarantee from any scheduled Indian bank, in the format given in Volume III. **(Bank Guarantee is applicable only for Bid Estimated Amount of 01 Crore and above)** and Bank Guarantee of Nationalized/ Schedule / Private Banks shall be considered as per GoG Finance Department's Circular No. FD/MSM/e-file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment.
  - b) Fixed Deposit Receipt issued by any Scheduled Indian Bank or a foreign Bank approved by the Reserve Bank of India.
- 17.2. Bank guarantees (and other instruments having fixed validity) issued as surety for the bid shall be valid for 45 days beyond the validity of the bid i.e. total validity of **120+45 = 165 Days**.
- 17.3. Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clauses 16.1 and 16.2 above shall be rejected by the Employer as non-responsive.
- 17.4. The Bid Security of unsuccessful bidders will be returned within **7** days of the end of the bid validity period specified in Sub-Clause 15.1.
- 17.5. The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security.
- 17.6. The bid Security may be forfeited
  - (a) If the Bidder withdraws the bid after Bid opening during the period of Bid validity.
  - (b) If the Bidder does not accept the correction of the Bid Price, if any or
  - (c) In the case of a successful Bidder, if the Bidder fails the specified time limit to
    - (i) Sign the Agreement; or
    - (ii) Furnish the required Performance Security
  - (d) If found necessary, the bidder will be intimated for negotiation, He will be intimated maximum three times within the validity period for negotiation, if contractor does not respond in time, his Bid Security (EMD) will be forfeited and his tender will be rejected. Punitive action will be taken on such contractors. (As per GoG R&B Dept's Gr. No. S/22/2017/6369/D, Dt.08/06/2018).

## 18. Alternative Proposals by Bidders.

- 18.1. Bidders shall submit offers that fully comply with the requirements of the bidding documents, including the conditions of contract (including time for completion), basic

technical design as indicated in the drawing and specifications. Conditional offers or alternative offers will not be considered further in the process of tender evaluation.

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

- 19.1. The Bidder shall prepare documents comprising the bid as described in Clause 12 of these Instructions to bidder as the “Technical Bid “and “Financial Bid” in separate parts to be uploaded.

## **D. SUBMISSION OF BIDS**

### **20. Deleted**

### **21. Deadline for Submission of the Bids**

- 21.1. Complete Bids must be received online by the Employer at the tender website specified above not later than the date indicated in appendix.
- 21.2. The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, in which case all right and obligation of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

### **22. Deleted**

### **23. Modification and Withdrawal of Bids**

- 23.1. Bidders may modify or withdraw their bids online before the deadline prescribed in Clause-20 or pursuant to Clause 23.
- 23.2. Deleted.
- 23.3. No bid shall be modified or withdrawn after the deadline for submission of Bid.
- 23.4. Withdrawal or modification of a bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.

## **E. BID OPENING AND EVALUATION**

### **24. Bid Opening**

- 24.1. The Employer will open all the Bids received including modifications made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at time, date and the place specified in Appendix in the manner specified in Clauses 20 and 23.3, In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.
- 24.2. Deleted.
- 24.3. The “Technical Bid” shall be opened. The amount form and validity of the bid security furnished with each bid will be announced. If the bid security furnished does not conform to the amount and validity period as specified in the invitation for bid (ref. Column 4 and paragraph 3), and has not been furnished in the form specified in Clause 16, the technical bid will not be opened.
- 24.4. (i) Subject to confirmation of the bid security by the issuing Bank, the bids accompanied with valid bid security will be taken up for evaluation with respect to the Qualification information and other information furnished in part I of the bid pursuant to Clause 12.1.
- (ii) If required, the bidder will be asked in writing to clarify his Qualification Documents with respect to any required clarification.
- (iii) The bidders will respond in not more than 7 days of issue of the clarification letter.
- (iv) Immediately (usually within 3 or 4 days), on receipt of these clarification the Evaluation Committee will finalize the list of responsive bidders whose financial bids are eligible for consideration.
- 24.5. Deleted.
- 24.6. At the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discount and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 24.7. the time of opening of “Financial Bid”, the names of the bidders were found responsive in accordance with Clause 23.4(iv) will be announced. The bids of only these bidders will be opened. The responsive Bidders’ names, the Bid prices, the total amount of each bid, any discount, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.
- 24.8. In case bids are invited for more than one package, the order for opening of the “Financial Bid” shall be in order of Estimated amount of Bids from highest to lowest or as per the discretion of Authority.
- 24.9. The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with Sub-Clause 23.6.
- 24.10. The Employer shall evaluate the financial bid received as per the Criteria mentioned under INSTRUCTIONS TO BIDDERS (ITB)- Clause 4.7

### **25. Process to be Confidential**

- 25.1. Information relating to the examination, clarification, evaluation, and comparison of Bids and recommendations for the award of a contract shall not be disclosed to Bidders or any

other persons not officially concerned with such process until the award to the successful Bidder has been announced. Any effort by Bidder to influence the Employer's processing of Bids or award decisions may result in the rejection of his Bid.

## **26. Clarification of Financial Bids**

- 26.1. To assist in the examination, evaluation, and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by e- mail, but no change in the price or substances of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids.
- 26.2. Subject to sub-clause 25.1, no Bidder shall contact the Employer on any matter relating to his Bid opening to the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 26.3. Any effort by the Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decision may result in the rejection of the Bidders' bid.

## **27. Examinations of Bids and Determination of Responsiveness**

- 27.1. During the detail evaluation of "Technical Bid", the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 3 and 4; (b) has been properly signed; (c) is accompanied by the required securities and; (d) is substantially responsive to the requirements of the Bidding document. During the detailed evaluation of the "Financial Bid", the responsiveness of the bids will be further determined with respect to the remaining bid conditions, i.e., priced bill of quantities, technical specifications, and drawings.
- 27.2. A substantially responsive "Financial Bid" is one which confirms all the terms, conditions and specifications of bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.
- 27.3. If a "Financial Bid" is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

**28. Deleted.**

**29. Deleted.**

## **30. Evaluation and Comparison of Financial Bids**

- 30.1. The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Sub-Clause 26.2.
- 30.2. Deleted.
- 30.3. The Employer reserves the right to accept or reject any variation or deviation. Variation and deviations and other factors, which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Employer, shall not be taken in to account in Bid evaluation.

- 30.4. The estimated effect of the price adjustment conditions under Clause 47 of the Conditions of Contract, during the period of implementation of the Contract, will not be taken in to account in Bid evaluation.
- 30.5. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer's estimate of the cost of work to be performed under the contract the Employer may require the Bidder to produce detailed consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 34 be increased at the expense of the successful /bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
- 30.6. A bid which contains several items in the bill of Quantities which are unrealistically priced low and which cannot be substantiated satisfactorily by the bidder may be rejected as non-responsive.

**31. Deleted.**

## **F. AWARD OF CONTRACT**

### **32. Award Criteria**

32.1. Subject to Clause 32, the Employer will award the contract to the Bidder whose Bid has been determined.

- (i) to be substantially responsive to the Bidding documents and who has offered the lowest evaluated Bid Price; and
- (ii) to be within the available bid capacity adjusted to account for his bid price which is the lowest evaluation in any of the packages opened earlier than the one consideration.

In no case, the contract shall be awarded to any bidder whose available bid capacity is less than the evaluated bid price, even if the said bid is the lowest evaluated bid. The contract will in such cases be awarded to the next lowest bidder at his evaluation bid price.

### **33. Employer's Right to Accept any Bid and to Reject any or all Bids**

33.1. Notwithstanding Clause 31, the Employer reserves the right to accept or reject any Bid, and to cancel the Bidding process and reject all Bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or Bidder or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action.

### **34. Notification of Award and Signing of Agreement**

- 34.1. The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by email, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the condition of contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 34.2. The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of Clause.
- 34.3. The Agreement will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder, within 7 days following the notification of award along with the Letter of Acceptance. Within 14 days of receipt, the successful Bidder will sign the Agreement and deliver it to the Employer.
- 34.4. Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and return the Bid Security.

### **35. Performance Security**

- 35.1.1. (A) Within 10 (Ten) days of receipt of Letter of Acceptance, the successful Bidder shall furnish to the Employer an irrevocable and unconditional bank guarantee / FDR / DD from a Bank in the form set forth in Section 8 (the "Performance Security") for an amount equal to **5% (five percent)** of its Contract Price. In case of bids mentioned below, the successful Bidder, along with the Performance Security, shall also furnish to the Authority an irrevocable and unconditional Bank guarantee / FDR / DD from a Bank in the same form given at Section 8 towards an Additional Performance Security (The "Additional Performance Security") for an amount calculated as under:

- a) If the Contract Price offered by the Selected Bidder is lower than 10% but up to 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 20% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
  - b) If the Contract Price offered by the Selected Bidder is lower than 20% of the Estimated Project Cost, then the Additional Performance Security shall be calculated @ 30% of the difference in the (i) Estimated Project Cost (as mentioned in Bid Document) - Minus 10% of the Estimated Project Cost and (ii) Contract Price offered by the selected Bidder.
  - c) This Additional Performance Security shall be treated as part of the Performance Security.
- (B) The Performance Security shall be valid beyond 60(sixty) days from the stipulated date of completion of project and the Additional Performance Security shall be valid beyond 28 (twenty-eight) days of the Project Completion Date. Performance security shall become refundable/releasable within 15 days after certified project completion date subject to fulfilment of contractual obligation and settlement of all dues and claims.
- 35.2. If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a Nationalized/ Schedule / Private Indian bank or (b) by a foreign bank located in India and acceptable to the Employer mentioned as per GoG Finance Department's Circular No. FD/MSM/e-file/4/2023/0057/D.M.O. Date 21/04/2023 or as per their latest amendment.
- 35.3. Failure of the successful Bidder to comply with the requirement of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

### **36. Advance Payment and Security - (Deleted)**

### **37. Deleted**

### **38. Corrupt or Fraudulent Practices**

- 38.1. The Employer will reject a proposal if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in completing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with National Highways Authority of India/ State PWD and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in completing for the contractor, or in execution.
- 38.2. Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 59.2 of the Conditions of Contract.

## APPENDIX TO ITB

### Clause Reference With respect to Section –I

1.	The Name of the Employer is	Gujarat Council of School Education – Samagra Shiksha	[ Cl.1.1]																					
2.	The last five years	2025-2026 (Base Year) 2024-2025 2023-2024 2022-2023 2021-2022 2020-2021																						
3.	This Annual Financial Turnover Amount is Rs	<del>As Mentioned under National Competitive Bidding of IFB</del>	[Cl.4.5.3 (a)]																					
4.	Value of Work is Rs	As Mentioned under National Competitive Bidding of IFB																						
5.	Deleted																							
6.	The cost of electric work is Rs.	As per BOQ																						
7.	The cost of water supply / sanitary works is Rs.	As per BOQ																						
8.	Liquid assets and / or availability of credit facilities is Rs.	25 % of Estimated amount	[Cl.4.5.6]																					
9.	Price level of the financial year	As Mentioned under Cl-4.5.2	[Cl. 4.5.2]																					
10.	The pre-bid meeting will take place at	The venue mentioned under Schedule of E-Tendering.	[Cl. 9.2.1]																					
11.	The technical Bid will be opened at the office of the	The date mentioned under Schedule of E-Tendering.																						
12.	Address of the Employer	The office of State Project Director Gujarat Council of School Education- Samagra Shiksha, Vidhya Samiksha Kendra, Sector-19, Gandhinagar, Gujarat – 382021																						
13.	Deleted	--																						
14.	The bid should be submitted latest by As stated on online NIT	As per the NIT	[Cl. 20.1 & 20.2]																					
15.	The bid will be opened at	The office of State Project Director Gujarat Council of School Education- Samagra Shiksha, Vidhya Samiksha Kendra, Sector-19, Gandhinagar, Gujarat – 382021	[Cl. 23.1]																					
16.	The Bank Draft in favor of	State Project Director, GCSE, Samagra Shiksha, Gandhinagar																						
17.	Deleted																							
18.	Escalation factors (for the cost of works executed and financial figure to a common base value) for works completed	<table><tr><th>Year</th><th>Financial Year</th><th>Multiplying Factor</th></tr><tr><td>Base year of inviting tender</td><td>2025-2026</td><td>1.00</td></tr><tr><td>-1</td><td>2024-2025</td><td>1.10</td></tr><tr><td>-2</td><td>2023-2024</td><td>1.21</td></tr><tr><td>-3</td><td>2022-2023</td><td>1.33</td></tr><tr><td>-4</td><td>2021-2022</td><td>1.46</td></tr><tr><td>-5</td><td>2020-2021</td><td>1.61</td></tr></table>	Year	Financial Year	Multiplying Factor	Base year of inviting tender	2025-2026	1.00	-1	2024-2025	1.10	-2	2023-2024	1.21	-3	2022-2023	1.33	-4	2021-2022	1.46	-5	2020-2021	1.61	[Cl.4.5.2]
Year	Financial Year	Multiplying Factor																						
Base year of inviting tender	2025-2026	1.00																						
-1	2024-2025	1.10																						
-2	2023-2024	1.21																						
-3	2022-2023	1.33																						
-4	2021-2022	1.46																						
-5	2020-2021	1.61																						

**List of Key Personnel to be deployed on Contract Work**  
**(Reference Cl. 4.5.4)**

**Employment of a qualified site Engineer by the Contractor.**

The Contractor shall employ full-time technically qualified staff during the execution of this work as under:

1. Project Manager with no less than five years' experience in construction of similar civil engineering works and other key personnel with adequate experience as required;

## **SECTION – 2**

# **QUALIFICATION INFORMATION**

## QUALIFICATION INFORMATION

The information to be filled in by the Bidder in the following pages will be used for the purpose of post qualification as provided for in **Clause 4 of the Instruction to Bidders**.

This information will not be incorporated in the Contract.

### **1. For Individual Bidders**

#### **1.1. Constitution or legal status of Bidder (Attach Copy)**

Place of Registration \_\_\_\_\_

Principal Place of Business \_\_\_\_\_

Power of attorney of signatory of Bid (Attach Copy)

#### **1.2. Total value of Civil engineering constructions Work performed in the last five years (in Rs. Lakhs)**

<b>Financial Year</b>	
2025-2026 (Base Year)	
2024-2025	
2023-2024	
2022-2023	
2021-2022	
2020-2021	

#### **~~1.3. 1. Work performed as prime contractor, provided further that all other qualification criteria are satisfied (in the same name) on works of a similar nature over the last five years (Immediately preceding the financial year in which bids are received) and in current year before the submission of the bid.~~**

<b>Project Name</b>	<b>Name of the Employer</b>	<b>Description of work</b>	<b>Contract No.</b>	<b>Value of contract (Rs. Crore)</b>	<b>Date of issue of work order</b>	<b>Stipulated period of completion</b>	<b>Actual date of completion*</b>	<b>Remark explaining reasons for delay &amp; work Completed</b>

~~\* Attach certificate(s) from the Engineer(s) in charge (Form 3A)~~

#### **1.3. 2. DELETED**

#### **1.4. Information on Bid Capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.**

A. Existing commitments and on-going works:

Description of works	Place & State	Contract No.	Name & Address of Employer	Value Contract (Rs. Cr)	Stipulated Period of Completion	Value of Works* remaining to be completed (Rs. Cr)	Anticipated of completion
1	2	3	4	5	6	7	8

\*Attach certificate (s) from the Engineer(s) in-charge

~~1.5. Qualifications and experience of key personnel required for administration and execution of the contract. Attach biographical data. Refer also to Sub Clause 9.1 of the Conditions of Contract.~~

Position	Name	Qualification	Year of Experience (General)	Year of experience in the proposed position
Project Manager			Min. 5Year	

1.6. Proposed sub-contract and firms involved (Electrical Contractor Only)

Sections of Works	Value of Sub-Contractor	Sub-Contractor name & Address	Experience in similar work
Electrical Work	As per BOQ		

**Attach copies of certificates on possession of valid Certificates for executing building electrification works**

~~1.7. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports (in case of companies/corporations), etc. List them below and attach copies.~~

~~1.8. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List them below and attach copied documents.~~

~~1.9. Name, address, and telephone, telex, and fax numbers of the Bidders bankers who may provide references if contacted by the Employer.~~

1.10. Information on Litigation history in which the Bidder is involved.

Other Party (ies)	Employer	Case of Dispute	Amount Involve	Remarks showing present status

- 1.11. Statement of compliance under the requirements of Sub Clause 3.2 of the instruction to Bidders. (Name of Consultant engaged for project preparations is \* .....)
- 1.12. Proposed work method and schedule. The Bidder should attach descriptions, drawings and charts as necessary to comply with the requirements of the Bidding documents. (Refer ITB Clause 4.1)
- 1.13. Programme (As per Clause 27, Conditions of Contract).

**2. Deleted**

**3. Additional Requirement**

- 3.1. Bidders should provide any additional information required to fulfil the requirements of Clause 4 of the Instructions to the Bidders, if applicable.
  - (i) Affidavit
  - (ii) Undertaking

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF**  
**CREDIT FACILITIES**  
**(CLAUSE 4.5.6 OF ITB)**

BANK CERTIFICATE

This is to certify that M/s. \_\_\_\_\_ is a reputed company with a good financial standing.

If the contract for the work, namely \_\_\_\_\_ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing the above during the contract period.

(Signature) Name of Bank

Senior Bank Manager

Address of the Bank

### **AFFIDAVIT**

1. I, the undersigned, do hereby certify that all the statements made in the required attachments are true and correct.
  
2. The undersigned also hereby certifies that neither our firm M/s. \_\_\_\_\_ have abandoned any work of Government of Gujarat/Government of India/any Board or Corporation under Government of Gujarat/Government of India nor any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.
  
3. The undersigned hereby authorize(s) and request (s) any bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding any (our) competence and general reputation.
  
4. The Undersigned understands and agrees that further qualifying information may be requested, and agrees to furnish any such information at the request of the Department/ Project implementing agency.

(Signed by an Authorized Officer of the Firm)

Title of Officer

Name of Firm

Date

## **UNDERTAKING**

I, the undersigned do hereby undertake that our firm M/s \_\_\_\_\_ would invest a minimum cash up to 25% of the value of the work during implementation of the contract.

(Signed by an Authorized officer of the firm)

Title of officer

Name of firm

DATE

## **SECTION – 3**

# **CONDITIONS OF CONTRACT**

## Conditions of Contract

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## **CONDITIONS OF CONTRACT**

### **A. GENERAL**

#### **1. Definitions**

1.1. Terms which are defined in the Contract Data but are not defined in the Conditions of Contract will keep their defined meaning.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid

Compensation Events are those defined in Clause 44 hereunder

The Completion Date is the date of completion of the Works as certified by the Engineer in accordance with Sub Clause 55.1

The Contract is the contract between the Employer and Contractor to execute, complete and maintain the Works till the completion of Defects Liability Period. It consists of the documents listed in Clause 2.3 below.

The Contract data defines the documents and other information which comprise the Contract.

The Contractor is a person or corporate body whose Bid to carry out the Work has been accepted by the Employer.

The Contractor's Bid is the completed Bidding document submitted by the Contractor to the Employer and includes Technical and Financial Bids.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days: months are calendar months.

The Defects Liability Period is the period named in the Contract Data and calculated from the Completion Date.

The Employer is the party who will employ the Contractor to carry out the Works.

The Engineer is the person named in the Contract Data (or any other competent person appointed and notified to the contractor to act in replacement of the Engineer) who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time, and valuing the Compensations Events.

Equipment is Contractor's machinery and vehicles brought temporarily to the site to construct the Works.

The Initial Contract Price is the Contract Price listed in the Employer's Letter of Acceptance.

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 Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing an extension of time.

Materials are all supplies, including consumables, used by the contractor for incorporation in the works.

Plant is any integral part of the work which is to have mechanical, electrical, electronic or chemical or biological functions.

The Site is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretive reports about the surface and subsurface conditions at the site.

Specifications means the Specifications of the works included in the Contract and any modification or addition made or approved by the Engineer.

The Start Date is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

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.

Temporary Works are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A Variation is an instruction given by the Engineer, which varies the Works.

The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

## **2. Interpretation**

- 2.1. In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way around. Heading have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Engineer will provide instructions clarifying queries about Conditions of Contract.
- 2.2. If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion date, and Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole works)
- 2.3. The documents forming the Contract shall be interpreted in the following order of priority
  1. Agreement
  2. Letter of Acceptance, notice to proceed with works
  3. Contractor's Bid
  4. Contract Data
  5. Conditions of Contract including Conditions of Contract
  6. Specifications
  7. Drawings
  8. Bills of quantities and
  9. Any other document listed in the Contract Data 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 Contract Data.

### **4. Engineers Decisions**

- 4.1. Except where otherwise specifically stated, the Engineer will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

### **5. Delegation**

- 5.1. The Engineer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

### **6. Communications**

- 6.1. Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

### **7. Sub-Contracting**

- 7.1. The Contractor may subcontract for only Electrical work to the registered contractor under R&B Electrical division of State R&B Department or similar Government Departments of Government of Gujarat or CPWD only.
- 7.2. The sub-contractor must be registered in appropriate class and category for the part of work to be subcontracted.

### **8. Other Contractors**

- 8.1. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities and the Employer between the dates given in the Schedule of other Contractor. The Contractors shall as refer to in the Contract Data, 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 modifications.

### **9. Personnel**

- 9.1. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer. The Engineer will approve any proposed replacement of key personnel only if their qualifications, abilities, and relevant experience are substantially equal to or better than those of the personnel listed in the Schedule.
- 9.2. If the engineer asks the Contractor to remove a person who is a member of the Contractor Staff or his work force stating the reasons the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

### **10. Employer's and Contractors Risks**

- 10.1. The Employer carries the risk which these Contract states are Employer's risks, and the Contractor carries the risks which these Contracts states are Contractor's risk.

## **11. Employer's Risk**

- 11.1. The employer is responsible for the excepted risks which may directly affect the execution of the Works such as, the risks of war, hostilities, invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power, civil war, riot commotion or disorder (unless restricted to the Contractor's employees), and contamination from any nuclear fuel or nuclear waste or radioactive toxic explosive.

## **12. Contractor's Risks**

- 12.1. All risks of loss of or damages to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

## **13. Insurance**

- 13.1. The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start date to the end of the Defects Liability Period, in the amounts and deductibles stated in the Contract data 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 damages of property (except the Works, Plant, Materials and Equipment) in connection with the Contract; and
  - (d) Personal injury or death.
- 13.2. Policies and certificates for insurance shall be delivered by the Contractor to the Engineer for the Engineer's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may affect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 13.4. Alterations to the terms of an insurance shall not be made without the approval of the Engineer.
- 13.5. Both parties shall comply with any conditions of the insurance policies.

## **14. Site Investigation Report**

- 14.1. The Contractor in preparing the Bid shall rely on any site Investigation reports referred to in the Contract Data, supplemented by any information available to the Bidder.

## **15. Queries about the Contract data**

- 15.1. The engineer will clarify queries on the Contract Data

## **16. Contractor to Construct the Works**

- 16.1. The Contractor shall construct and install the works in accordance with the specification and Drawings.

## **17. The Works to be completed by the Intended Completion Date**

- 17.1. The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the programme submitted by the Contractor, as updated with the approval of the Engineer, and complete them by the Intended Completion date

## **18. Approval by the Engineer**

- 18.1. The Contractor shall submit Specifications and Drawings showing the proposed Temporary works to the Engineer, who is to approve them if they comply with the Specifications and drawings.
- 18.2. The Contractor shall be responsible for design of temporary works.
- 18.3. The Engineer's approval shall not alter the contractor responsibility for design of the Temporary works.
- 18.4. The Contractor shall obtain approval of third parties to the design of the Temporary works where required.
- 18.5. All Drawings prepared by the Contractors for the execution of the temporary or permanent work are subject to prior approval by the Engineer before their use.

## **19. Safety**

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

## **20. Discoveries**

- 20.1. Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the Employer. The contractor is to notify the engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

## **21. Possession of the Site**

- 21.1. 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 Contract Data the Employer is deemed to have delayed the start of the relevant activities.

## **22. Access to the Site**

- 22.1. The Contractor shall allow the Engineer and any person authorized by the Engineer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plants are being manufactured/ fabricated/ assembled for the works.

## **23. Instructions**

- 23.1. The Contractor shall carry out all instructions of the Engineer pertaining to works which comply with the applicable laws where the site is located.
- 23.2. The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Employer, if so, required by the Employer.

## **24. Disputes**

- 24.1. If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to Additional State Project Engineer within 14 days of the notification of the Engineer's decision. If the issue is not resolved, any party can refer the

matter for conciliation within 15 days from the decision given by the Additional State Project Engineer.

- 24.2. (a) For the work up to Rs.100 Cr., if any of the parties is not satisfied with the decision of the Additional State Project Engineer, both the parties have to refer to the State Project Engineer concern for the conciliation process.

If the Contractor fails to refer a claim/dispute to the Higher Authority within 14 days of the notification of the Engineer's decision, the Contractor shall not be entitled to any additional payment/claim if he doesn't follow the above sequence in stipulated time and he should not stop the work.

## **25. Procedure for Disputers**

- 25.1. The arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

## **26. Deleted.**

## **B. TIME CONTROL**

### **27. Programme**

- 27.1. Within the time stated in the Contract Data the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements orders, and timing for all the activities in the works along with monthly cash flow forecast.
- 27.2. An update of the Programme shall be a programme 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.
- 27.3. The Contractor shall submit to the Engineer, for approval an updated programme at intervals no longer than the period stated in the Contract data. If the Contractor does not submit an updated programme within this period, the Engineer may withhold the amount stated in the Contract data from the next payment after the date on which the overdue programme has been submitted.
- 27.4. The Engineer's approval of the programme shall not alter the Contractor's obligations. The Contractor may revise the programme and submit it to the Engineer again at any time. A revised programme is to show the effect of Variations and Compensations events.

### **28. Extension of the Intended Completion Date**

- 28.1. The Engineer 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 and which would cause the Contractor to incur additional cost.
- 28.2. The Engineer shall decide whether and by how much to extend the Intended Completion Date within 35 days of the Contractor asking the Engineer for a decision upon the effect of a compensation event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.
- 28.3. The Engineer shall within 14 days of receiving full justification from the contractor for extension of Intended Completion Date refer to the Employer his decision. The employer shall in not more than 21 days communicate to the engineer the acceptance or otherwise of the Engineer's decision. If the employer fails to give his acceptance, the Engineer shall not grant the extension and the contractor may refer the matter under Clause 24.1.

### **29. Deleted.**

### **30. Delays Ordered by the Engineer**

- 30.1. The Engineer may instruct the Contractor to delay the start or progress of any activity within the works.

### **31. Management Meetings**

- 31.1. Either the Engineer 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.
- 31.2. The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken is to be decided by the Engineer either at the management

meeting or after the management meeting and stated in writing to all who attended the meeting.

### **32. Early Warning**

- 32.1. The Contractor is to warn the Engineer 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 works. The Engineer 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 is to be provided by the Contractor as soon as reasonably possible.
- 32.2. The Contractor shall cooperate with the Engineer 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 Engineer.

## C. QUALITY CONTROL

### 33. Identifying Defects/ Defect liability period

33.1. **Defect liability period:** The contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be noticed before the period mentioned hereunder from the certified date of completion. The Engineer-in-charge/ Principal/ Head Master shall give the contractor a notice in writing about the defects and the contractor shall make good the same within 15 days of receipt of the notice. In the case of failure on the part of the contractor, the Engineer- in-charge may rectify or remove or re-execute the work at the risk & cost of the contractor. The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses, if any, Incurred by him in rectification, removal or re-execution.

The Defects Liability period shall be as under.

- (a) For original building works the defect liability period will be 4 years or elapse of 4 monsoon period following date of possession of building taken over by user agency following the certified date of completion, whichever is later.

For the purpose of deciding the monsoon period, the 30th September shall be treated as the last date.

Modified vide R & B D Circular No. PAC-11-102008-2076-N dated 31/8/2009, PRCH/102013(2976)2759-N, Dated 27/05/2013 and Circular No. TNC/10/2016/ Clause 17A (Correction/(1)C Dated 12/05/2016]

### 33.2. Deleted

33.3. The Engineer 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 Engineer may instruct the Contractor to search for a Defect and to uncover and test any work that the Engineer considers may have a Defect.

### 34. Tests

- 34.1. If the engineer instructs the Contractor to carry out a test specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect the test shall be a Compensation Event.
- 34.2. The Contractor has to bear all costs incurred for testing the quality of material as per the Testing Schedule given by Employer.

### 35. Correction of defects

- 35.1. The engineer 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 contract data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 35.2. Every time notice of a Defect is given; the Contractor shall correct the notified defect within the length of time specified by the Engineer's notice.

### 36. Uncorrected Defects

36.1. If the Contractor has not corrected a defect within the time specified in the Engineer's notice, the Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

## **D. COST CONTROL**

### **37. Bill of Quantities**

- 37.1. The bill of Quantities shall contain items for the construction, installation, testing and commissioning work to be done by the Contractor.
- 37.2. The bill of Quantities is used to calculate the Contract price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

### **38. Change in the Quantities**

- 38.1. The Engineer shall have power to make any alterations in or addition to the original specifications drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instruction in this connection which may be given to him in writing signed by the Engineer and such alteration shall not invalidate the contract and any additional work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work and at the same rate as are specified in the tender for the main work.

Except that when the quantity of any item exceeds the quantity as in the tender by more than 130%, the contractor will be paid for the quantity in excess of 130%, at the rate entered in the SOR of the year during which the excess in quantity is first executed.

The employer reserves the right to allot 50% additional works and the rates shall be as per tender conditions.

### **39. Variations**

- 39.1. All Variations shall be included in updated programmes produced by the Contractor.

### **40. Payments for Variations**

- 40.1. If the additional or altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out as under.
- (i) At the rate derived from the item within the contract which is comparable to the one involving additional or altered class of work; where there are more than one comparable items, the item of the contract which is nearest in comparison with regard to class or classes of the work involved shall be selected and the decision of the State Project Engineer as to the nearest comparable item shall be final and binding on the contractor.
  - (ii) If the rate cannot be derived in accordance with (i) above, such class of works shall be carried out at the rate entered in the Schedule of Rates of the division for the year in which the tender was received, increased or decreased by the percentage by which the tender amount is more or less as compared to the amount arrived at the rates in the "Schedule of Rates" of the Division in the year in which the tender was received. If the Schedule of rates of the Division does not contain all the items, the percentage increase or decrease of the tender shall be calculated considering such items which were included in the "Scheduled Rates" of the division for the year and for materials

consumed on such item the rate to be charged would be the basic rate taken into account for fixing the rate in S.O.R. referred to above.

- (iii) If it is not possible to arrive at the rate from (i) and (ii) above, such class of work shall be carried out at the rate decided by the competent authorities on the basis of detailed rate analysis after hearing the contractor before a Committee of two Additional State Project Engineers stationed at the same place or the nearest place.

40.2. If the additional or altered work, for which no rate is entered in the “Schedule of Rates” of the Division is ordered to be carried out before the rate is agreed upon, then the contractor shall within seven days of the date of receipt by him of the order to carry out the work, inform the Engineer-in-charge of the rate, which it is his intention to charge for such class of work and if the Engineer in charge does not agree to this rates, he shall by notice in writing be at liberty to cancel his order to carry out such class of work and arrange to carry it out in such manner as he may consider it advisable, provided always that if the contractor shall commence work or incur any expenditure in regard thereof before the rates shall have been determined as lastly herein before mentioned, then in such cases he shall only be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rate as aforesaid according to such rate or rates as shall be fixed by the Engineer-in-charge. In the event of the dispute, the decision of the State Project Engineer of the SPO shall be final.

Where, however, the work is to be executed according to the designs, drawings and specifications recommended by the contractor and accepted by the competent authority, the alternation above referred to shall be within the scope of such designs, drawings and specifications appended to the tenders.

The time limit for the completion of the work shall be extended in the proportion that the increase in the cost occasioned by alterations bears to the cost of the original work and the certificate of the Engineer-in-charge as to such proportion shall be final and conclusive.

#### **41. Cash Flow Forecasts**

- 41.1. When the programme is updated, the contractor is to provide the engineer with an updated cash flow forecast.

#### **42. Payment certificates.**

- 42.1. The Contractor shall submit to the Engineer monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2. The Engineer shall check the Contractor’s monthly statement within 14 days and certify the amount to be paid to the Contractor after taking in to account any credit or debit for the month in question in respect of materials for the works in the relevant amounts and under conditions set forth in sub-clause 32.3 of the Contract Data (secured Advance).
- 42.3. The value of work executed shall be determined by the Engineer.
- 42.4. The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed.
- 42.5. The value of work executed shall include the valuation of variations and compensation events.
- 42.6. The Engineer 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.

### **43. Payments**

- 43.1. Payments shall be adjusted for deductions for advance payments, retention, other recoveries in terms of the contract and taxes at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of each certificate.
- 43.2. Payment of GST (prevailing rates) on the amount payable under the contract to the Contractor will be made by the Employer. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.
- 43.3. Items of the works for which no rate or price has been entered in will not be paid by the Employer and shall be deemed covered by other rates and prices in the Contract.

### **44. Compensation events**

- 44.1. The following are compensation Events unless they are caused by the Contractor:
  - (a) The Employer modifies the schedule of other Contractor in a way which affects the work of the service provider under the contract.
  - (b) The Engineer instructs the Service provider to uncover or to carry out additional tests upon work which is then found to have no Defects.
  - (c) The Engineer unreasonably does not approve for a subcontract to be let.
  - (d) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of Letter of Acceptance from the information issued to Contractor (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
  - (e) The Engineer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
  - (f) Other Contractor, 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 Service provider.
  - (h) The advance payment is delayed.
  - (g) The effect on the Service provider of any of the Employer's Risks.
  - (h) The Engineer unreasonably delays issuing a Certificate of Completion.
  - (i) Other Compensation Events listed in the Contract Data or mentioned in the Contract.
- 44.2. 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 is extended. The Engineer 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.
- 44.3. As soon as information demonstrating the effect of each Compensation Event upon the Service provider's forecast cost has been provided by the Service provider, it is to be assessed by the Engineer and the Contract Price shall be adjusted accordingly. If the Service provider's forecast is deemed unreasonable, the Engineer shall adjust the Contract Price based on Engineer's own forecast. The Engineer will assume that the Service provider will react competently and promptly to the event

- 44.4. The Service provider shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Service provider not having given early warning or not having cooperated with the Engineer

#### **45. Tax**

- 45.1. The rates quoted by the Contractor must be inclusive of all taxes prevailing on due date of bid submission except GST. However, any subsequent changes in the tax structure by Government after due date of bid submission will be compensated (+/-) on availability or submission of actual documentation. Contractor will have to intimate Engineer regarding changes occurred in the tax structure after bid submission. If the contractor fails to provide such information and if any financial obligation may arise due to change in tax structure, same will be recovered from the contractor.
- 45.2. GST will be paid separately on the bills. Hence, it is the responsibility of the contractor to pay the GST to the concerned Authority.

#### **46. Currencies.**

- 46.1. All payment shall be made in Indian Rupees.

#### **47. Price Adjustment – (Deleted)**

#### **48. Retention**

- 48.1. The Employer shall retain from each payment due to Contractor the proportion stated in the Contract Data until Completion of the whole of the Works.
- 48.2. On Completion of the whole of the Works half the total amount retained is repaid to the Contractor and half when the Defects Liability Period has passed and the Engineer has certified that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.
- 48.3. On completion of the whole works, the contractor may substitute retention money with an “on demand” Bank guarantee.

On completion of the whole works, the contractor has however an option to submit a fresh irrevocable and unconditional Bank Guarantee for an amount equal to 5% of the total value of work executed substantially in the format of Bank Guarantee for Performance Guarantee enclosed with SBD and valid up to 60 days beyond the Defect Liability Period and yet refund the Retention Money Bank Guarantee submitted for refund of Retention Money.

#### **49. Liquidated Damages**

- 49.1. The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole works or the milestone as stated in the contract data). The total amount of liquidated damages shall not exceed the amount defined in the Contract

Data. The Employer may deduct liquidated damages from payment due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

- 49.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall not be entitled for any interest on the over payment calculated from the date of payment to the date of repayment.
- 49.3. If the contractor fails to comply with the time for completion as stipulated in the tender, then the contractor shall pay to the employer the relevant sum stated in the Contract Data as Liquidated damages for such default and not as penalty for everyday or part of day which shall elapse between relevant time for completion and the date stated in the taking over certificate of the whole of the works on the relevant section, subject to the limit stated in the contract data.

The employer may, without prejudice to any other method of recovery deduct the amount of such damages from any monies due or to become due to the contractor. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works on from any other of his obligations and liabilities under the contract.

- 49.4. If, before the Time for Completion of the whole of the Works or, if applicable any Section, a Taking Over Certificate has been issued for any part of the Works or of a Section, the liquidated damages for delay in completion of the remainder of the Works or of that Section shall, for any period of delay after the date stated in such Taking-Over-Certificate, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part so certified bears to the value of the whole of the Works or Section, as applicable. The provisions of this Sub-clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.

## **50. Bonus**

- 50.1. If the contractor achieves completion of the whole of the works prior to the intended Completion Date prescribed in Contract Data the Employer shall pay to the contractor a sum stated in Contract Data as bonus for every completed month but subjected to maximum amount as stated in Contract Data; which shall elapse between the date of completion of all items of works as stipulated in the contract, including variations ordered by the Engineer and the time prescribed in Clause 17.
- 50.2. Bonus shall be paid only to works amounting to above INR 5 crore with time limit of the works is equal or more than 6 months. The bonus would be paid as under

<b>% of Time Saved</b>	<b>% of Initial Contract Price entitled for Bonus</b>
50 %	5 %
40 %	4 %
30 %	3 %
20 %	2 %
10 %	1 %
Less than 10%	0 %

## **51. Advance Payment (DELETED).**

## **52. Securities**

52.1. The performance Security (including additional security for unbalanced bids) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in Indian Rupees. The performance Security shall be valid until a date 60 days from the date of expiry of Defects Liability Period and the additional security for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion and for unbalanced bids shall be valid until a date 28 days from the date of issue of the certificate of completion of the works.

**53. Deleted.**

**54. Cost of Repairs.**

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

## **E. FINISHING THE CONTRACT**

### **55. Completion**

55.1. The Contractor shall request the Engineer to issue a Certificate of Completion of the works and the Engineer will do so upon deciding that the work is completed.

### **56. Taking Over**

56.1. The Employer shall take over the Site and the Works within seven days of the Engineer issuing a certificate of Completion.

### **57. Final Account**

57.1. The Contractor shall supply to the Engineer a detailed final account of the total amount that the Contractor considers payable as full and final settlement of all claims under the Contract for items before the end of the Defects Liability Period. The Engineer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within 45 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 Engineer shall decide on the amount payable to the Contractor and issue a payment certificate, within 45 days of receiving the Contractor's revised account.

57.2. If reversal in characteristic of tender (L1 becoming L2) on account of excesses and savings in final account is observed, the Engineer/Employer shall be at liberty to restrict the final payment of BOQ items to the lowest amount evaluated of the bids considering the final quantities and the rates quoted including the rebates if any. Payment of variation items shall however be made at the rates approved by the Employer, within 90 days from the physical completion of work.

### **58. Operating and Maintenance Manuals**

58.1. If "as built" drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract data.

58.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the Contract data, or they do not receive the Engineer's approval, the Engineer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

### **59. Termination -**

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

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

1. The contractor stops work for 28 days when no stoppage of work is shown on the current programme and the stoppage has not been authorized by the Engineer.
2. The Engineer instructs the Contractor to delay the progress of the Works and the instructions is not withdrawn within 28 days;
3. The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstructions or amalgamation.
4. A payment certified by the Engineer is not paid by the Employer to the Contractor within 56 days of the date of the Engineer's certificate.
5. The Engineer 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 Engineer;
6. The Contractor does not maintain a security which is required;

7. The Contractor has delayed the completion of works by the number of days for which the maximum number of liquidated damages can be paid as defined in the Contract data; and
8. If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract
9. If the Service provider doesn't adhere to or maintain the required worksite safety measures while the executing the works

the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract. For the purpose of this paragraph: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Contractor (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

- 59.3. When either party to the Contract gives notice of a breach of contract to the Engineer for a cause other than those listed under Sub Clause 59.2 above, the Engineer shall decide whether the breach is fundamental or not.
- 59.4. Notwithstanding the above, the employer may terminate the Contract for convenience.
- 59.5. If the Contract is terminated the Service provider shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

## **60. Payment upon Termination**

- 60.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a Certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract data. 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.
- 60.2. If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Engineer shall issue a certificate for the value of the work done, the cost of balance material brought by the contractor and available at site, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the works, and the Contractor's cost of protecting and securing the Works and less advance payment received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to deducted at source as per applicable law.
- 60.3. In case the entire contract is terminated, the amount of performance security together with the value of work done but not paid shall stand forfeited to recover liquidated damage

## **61. Property**

61.1. All materials on the Site, Plant Equipment's, Temporary Works and Works are deemed to be property of the Employer, if the Contract is terminated because of a contractor's default.

## **62. Release from Performance**

62.1. 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 Engineer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## **F. SPECIAL CONDITIONS OF CONTRACT**

### **63. LABOUR**

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment of housing, feeding and transport.

If there are children in the Labour camps then contractor may make arrangement to get them enrolled in the nearest schools. The contractor may also contact the nearest skill development centre and provide skill enhancement trainings to the labours employed. No separate payment for these shall be done to the contractor and the contractor may make these arrangements on his own cost.

The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the site and such other information as the Engineer may require.

### **64. COMPLIANCE WITH LABOUR REGULATIONS**

During continuance of the contact, the Contractor and his sub- contractor shall abide at all times by all existing labour enactments and rules made thereunder, regulations, notification and bye laws of the State or central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notifications that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to the construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Engineer/employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have the right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point to time.

#### **SALIENT FEATURES OF SOME MAJOR LABOUR AND OTHER LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTIONS WORK**

- A). **Workmen Compensation Act 1923:** - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- B). **Payment of Gratuity Act. 1972:** - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service

or more on death, the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

- C). **Employees P.F. and Miscellaneous Provision Act 1952:** - The Act Provides for monthly contributions by the employer plus workers @ 10% or 8.33% The benefits payable under the Act are :
1. Pension or family pension on retirement or death, as the case may be.
  2. Deposit linked insurance on the death in harness of the worker.
  3. Payment of P.F. accumulation on retirement/death etc.
- D). **Maternity Benefit Act 1951:** - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- E). **Contract Labour (Regulation & Abolition) Act 1970:** The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer, if they employ 20 or more contract labour.
- F). **Minimum Wages Act 1948:** - The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act, if the employment is a scheduled employment. Construction of Building, Roads, Runways are scheduled employment.
- G). **Payments of wages Act 1936:** - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- H). **Equal remunerations Act 1979:** - The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against female employees in the matter of transfer, training and promotions etc.
- I). **Payments of Bonus Act 1965:** - The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20 % of wages to employees drawing Rs. 3500/- per month or less. The bonus to be paid to employees getting Rs. 2500/- per month or above Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- J). **Industrial Disputes Act 1947:** - The Act lays down the machinery and procedure for resolutions of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

- K). **Industrial employment (standing Orders) Act 1946:** - It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the State and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.
- L). **Trade Unions Act 1926:** - The Act lays the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have given certain immunities from civil and criminal liabilities.
- M). **Child Labour (Prohibition & Regulation Act 1986:** - The Act prohibits employment of children below 14 years of age in certain occupations and process and provides for regulation of employment of children in all other occupations and processes. Employment of Child labour is prohibited in Building and Construction Industry.
- N). **Inter – State Migrant workmen’s (Regulation of Employment & Conditions of service) Act 1979:-** The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-state migrant workmen, is an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back, etc.
- O). **The Building and Other Construction workers (Regulation of employment and Conditions of Service) Act 1996 and the Cess Act of 1996:** - All the establishments who carry on any building or other constructions work and employ 10 or more workers are covered under this Act.  
All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, First Aid facilities, Ambulance, Housing accommodations for workers near the workplace etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officers appointed by the Government.
- P). **Factories Act 1948:** - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in the manufacturing process.
- Q). **Royalty charges-**The contractor shall pay the royalty to the competent authority as per rule. The royalty charges paid shall be borne by the contractor and shall not be reimbursed by the Employer.
- R). **Following Pollution control Acts and amendments made thereof from time to time shall be applicable.**

1. Water (Preservation and control of Pollution) Act, 1974
2. Air (Prevention and Control of Pollution Act 1981
3. Environmental (Protection) Act 1986

The contractor must commit to adopting Environmental management plan for best energy use, waste management, the reduction of pollution as in EMS (Environmental Management system) ISO-14001- 2015

#### **65. ARBITRATION (GCC Clause 24)**

The procedure for arbitration will be as follows: -

24.1 If the Contractor is of the view that a decision taken by the Engineer was either outside the authority given to the Engineer by the Contract or that the decision was wrongly taken, the decision shall be referred to Additional State Project Engineer within 14 days of the notification of the Engineer's decision. If the issue is not resolved, any party can refer the matter for conciliation within 15 days from the decision given by the Additional State Project Engineer.

24.2

- (a) For the work up to Rs.100 Cr., if any of the parties is not satisfied with the decision of the Additional State Project Engineer, both the parties have to refer to the State Project Engineer concerned for the conciliation process.
- (b) If the Contractor fails to refer a claim / dispute to the Higher Authority within 14 days of the notification of the Engineer's decision, the Contractor shall not be entitled to any additional payment/claim if he doesn't follow the above sequence in stipulated time. However, during such period, he would not stop the work in any case.

## **SECTION – 4**

### **CONTRACT DATA**

## CONTRACT DATA

CLAUSE		Clause Reference with respect to section 3
1.	The Employer is Gujarat Council of School Education- Samagra Shiksha Address: The office of State Project Director, Gujarat Council of School Education- Samagra Shiksha, Vidhya Samiksha Kendra, Sector-19, Gandhinagar, Gujarat – 382021	[CL.1.1]
2.	The Engineer is <b>Mr. K. D. Patel - State Project Engineer; Samagra Shiksha</b> Name of Authorized Representative: <b>Mr. Ranjeeth Kumar J - State Project Director – Samagra Shiksha</b>	
3.	The Defects Liability Period is <b>04</b> years from the date of completion	[CL.1.1&33]
4.	The Start Date shall be 1st day from the date of Site Possession.	[CL.1.1]
5.	The Intended Completion Date for the whole of the works is as mentioned under NATIONAL COMPETITIVE BIDDING of IFB. after start of work with the following milestones:	[CL.1.1,17&2]
	Physical works to be completed Period from the start date Milestone-1 i.e 10 % of work before 25 %-time limit Milestone-2 i.e 40 % of work before 50 %-time limit Milestone-3 i.e 80 % of work before 75 %-time limit Milestone-4 i.e 100 % of work before 100 %-time limit	
6.	The Site is located as mentioned under Details of Work under IFB	[CL.1.1]
7.	The name and identification number of the Contract is	[CL.1.1]
8.	The works consist of all the items as described in the Bill of Quantities (B.O.Q). The works shall, inter alia, include the following, as Specified or as directed:	[CL.1.1]
	<b>(A) Other Items</b> Any Other Items as required to fulfil all contractual obligations as per the Bid documents	[CL.1.1]
9.	The following documents also form part of the Contract: As per Clause 2-3	[CL.2.3(9)]
10.	The law which applies to the Contract is the law of the Union of India	[CL.3.1]
11.	The language of the Contract documents is English	[CL.3.1]
12.	Limit of subcontracting for Electrical Works only	[CL.7.1]
13.	The Schedule of Other Contractors	[CL.8]
14.	The Schedule of Key Personnel (As per Annex – II to Section I)	[CL.9]
15.	The minimum insurance cover for physical property, injury and death is Rs. 5 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, the contractor will pay an additional premium necessary to make insurance valid for four occurrences always.	[CL.13]
16.	Site Investigation report	[CL.14]
17.	The Site Possession dates shall be as per actual.	[CL.21]
18.	The period for submission of programme for approval of the engineer shall be 21 days from the issue of Letter of Acceptance.	[CL.27.1]
19.	The period between program updates will be 30 days	[CL.27.3]
20.	The amount to be withheld for late submission of an updated programme shall be Rs 1.5 lakhs	[CL.27.3]
21.	The following events shall also be Compensation Events Substantially adverse ground conditions encountered during the course of execution of work not provided for in the bidding document.	[CL. 44]
	(i) Removal of underground utilities detected subsequently. (ii) Significant changes in classification of soil requiring additional mobilization by the contractor, e.g. ordinary soil to rock excavation. (iii) Removal of unsuitable material like marsh, debris dumps, etc. not caused by the contractor (iv) Artesian conditions	

	(v) Seepage, erosion landslide (vi) River training requiring protection of permanent work (vii) Presence of historical, archeological or religious structures, monuments interfering with the works (viii) Restriction of access to ground imposed by civil, judicial, or military authority	
22.	The currency of the Contract is Indian Rupees	[CL. 46]
23.	<b>Deleted</b>	[CL.47]
24.	The proportion of payments retained (retention money) shall be 5% from each bill	{CL.48}

25.	Amount of Liquidated damages for delay in completion of works {CL. 49}	Days	Liquidated Damages Per Day*	Total Liquidated Damages*
		First 10 Days	0.250%	2.50%
		11 to 40 Days	0.083%	2.50%
		41 to 80 Days	0.063%	2.50%
		81 to 100 Days	0.125%	2.50%
		TOTAL		10.00%
		Liquidated Damages value calculated based on the Initial {CL. 49} Contract Price rounded off to the nearest thousand		
26.	Maximum limit of liquidated damages for delay in completion work	10 percent of the Initial {CL. 49} Contract Price rounded off to the nearest thousand		
27.	Amount of Bonus for early completion	Amount of bonus for early completion of work shall be given as per CL.50 of Section-3		
28.	Maximum limit of bonus for early Completion of work	5 percent of the Contract {CL. 50} Price		

31. Repayment of advance payment for mobilization and equipment {CL. 51.3} (Deleted)

32. Deleted

33. The securities shall be for the following minimum amounts equivalent {CL. 52}

As a percentage of the Contract Price:

Performance Security for 5 percent of contract price plus Rs. .... (to be decided after evaluation of the bid) as additional security in terms of ITB Clause 29.5

The standard form of Performance security acceptable to the Employer shall be an unconditional Bank Guarantee of the type as presented in Section 8 of the Bidding Documents.

34. The Schedule of Operating and maintenance Manuals.....N/A. {CL. 58}

35. The date by which “as– built” drawings (in scale as directed) in 2 sets {CL. 58}

are required within 28 days of the issue of certificate of completion of the whole or section of the work, as the case may be.

36. The amount to be withheld for failing to supply “as built” drawings {CL. 58}

by the Date required is Rs. 1.5 Lakhs.

37. The following events shall also be fundamentals breach of contract: {CL.59.2}

“The Contractor has contravened Sub- clause 7.1 and Clause 9 of GCC”

38. The percentage to apply the value of the work not completed representing {CL 60}

the Employer’s additional cost for completing the Works shall be 20 per cent.

**SECTION – 5**  
**TECHNICAL SPECIFICATION**  
**(Separate Document is attached)**

## **SECTION – 6**

### **FORM OF BID**

## FORM OF BID

Description of the Works:

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

BID

TO : Gujarat Council of School Education- Samagra Shiksha

Address : The office of State Project Director, Gujarat Council of School Education- Samagra Shiksha, Vidhya Samiksha Kendra, Sector-19, Gandhinagar, Gujarat – 382021

1. We offer to execute the Works described above and remedy any defects therein in conformity with the conditions of Contract, specification, drawings, Bill of Quantities and Addenda for the sum (s) of

\_\_\_\_\_  
\_\_\_\_\_

(-----)

2. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works in the Contract within the time stated in the document.
3. We agree to abide by this Bid for the period of 120 Days from the date fixed for receiving the same, and it shall remain binding upon it and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ----- day of ----- 20

Signature ----- in the capacity of -----

----- duly authorized to sign bids for and on behalf of -----

-----

Address

---

---

Witness

---

---

Address

---

---

Occupation

---

---

# **SECTION – 7**

## **BILL OF QUANTITIES**

## **BILL OF QUANTITIES**

### **Preamble**

1. The bill of Quantities shall be read in conjunction with the Instructions to Bidder, Conditions of Contract, Technical Specifications and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices tendered in the priced Bill of Quantities shall, except in so far as it is otherwise provided under the Contract, include all constructional plant, layout, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
4. The rates and prices shall be quoted entirely in Indian Currency.
5. A rate or prices shall be entered against each item in the Bill Quantities, whether quantities are stated or not. The cost of Items against which Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities (in case of Item rate contract).
6. The whole cost of complying with the provisions of the Contract shall be included in the items provided in the priced Bill of Quantities, and where no Items are provided the cost shall be deemed to be distributed among the rates and prices entered for the related items of Work.
7. General direction and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. References to the relevant sections of the contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
8. The method of completed work of payment shall be in accordance with the specification for Road and Bridge works. For building works specifications for building are to be followed.
9. Errors will be corrected by the Employer for any arithmetic errors pursuant to Clause 29 of the Instructions to Bidder.
10. Rock is defined as all materials which, in the opinion of the Engineer, required blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for its removal, and which cannot be extracted by ripping with a tractor of at least 150 kw with a single rear mounted heavy duty ripper.

**BILL OF QUANTITIES (To be Submitted Online only)****(A) Percentage Rate Tender (Up to INR 50 Cr.)**

Item No	Description of Item (with brief specification and reference to book of specifications)	Quantity	Unit	Rate In Figures	Amount

I/We am/are willing to carry out the work at..... % above/below percent  
(Should be written in figures and words) of the estimated rate mentioned above. Amount of my /our tender works out as under.

**Estimated amount put to tender**  
**Deduct.....% below**  
**Net**  
**In words**

**Estimated amount put to tender**  
**Deduct.....% Above**  
**Net**  
**In words**

**(B) Percentage Rate Tender (For Above INR 50 Cr.)**

Item No	Description of Item (with brief specification and reference to book of specifications)	Quantity	Unit	Rate In Figures		Amount
				In Figure	In Words	

**(A) Total Tendered Amount**

**(B) Rebate on above tendered amount (if any) % (in figure) .....**  
**(In Words) .....**

**(C) Net Tendered Amount (A-B) (In Figure) .....**  
**(In Words) .....**

**Note:**

1. The Contractor shall exhibit a board with detailed specification and details of work as directed by the Engineer-In-Charge for which no extra payment shall be made.
2. The labour cess will be deducted as per prevailing rules i.e. 1% of the work done.
3. GST and Income tax TDS will be deducted at a source while making payments of bills.
4. In all R.C.C. Items in Rate Analysis Standard Cement Consumption has been taken as per Govt. G.R.: PRC-10/2017 Cement Consumption/16/C Date:11/05/2017 as stated in S.O.R. therefore in R.C.C. items where there is a change as per actual mix design the cost of difference of cement consumption have been deducted from the rate of original item at the rate of input rate mentioned in all the tender

## **SECTION – 8**

# **SECURITIES AND OTHER FORMS**

## BID SECURITY (BANK GUARANTEE)

WHEREAS, ----- (name of Bidder) (hereinafter called the “The Bidder”) has submitted his bid Dated ----- (Date) for the construction of ----- (Name of Contractor hereinafter called “the Bid”)

KNOW ALL PEOPLE by these presents that We ----- (name of Bank) of ----- (name of country) having our registered office at ----- ( hereinafter called “the bank”) are bound unto ----- (name of Employer) (hereinafter called “The Employer”) in the sum of ----- \* for which payment well and truly to be made to the said Employer the Bank itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ----- day of ----- 20

THE CONDITIONS of these obligations are:

(1) If after Bid opening the Bidder withdraws his bid during the period of Bid validity specified in the Form of Bid;  
Or

(2) If the Bidder has been notified of the acceptance of his bid by the Employer during the period of Bid Validity:

A Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required;

or

B. Fails or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders;

or

C. does not accept the correction of the Bid Price pursuant to Clause 27 (Correction of Errors)

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

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

DATE ----- SIGNATURE----- WITNESS  
----- SEAL -----

---

(Signature, name and address)

\* The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 16.1(Bid Security) of the Instructions to Bidders.

\*\*45 days after the end of the validity period of the Bid. Date should be inserted by the Employer before the Bidding documents are issued.

## PERFORMANCE SECURITY

TO,

----- (Name of Employer)

----- (Address of Employer)

WHEREAS ----- (name and address of contractor)  
(hereafter called "the Contractor") has undertaken, in pursuance of Contracts No. -----  
-- dates ----- to execute ----- (name of Contract and brief description  
of Works) (hereinafter called "The Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractors such a bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of ----- (amount of guarantee)\* -----  
----- (in words), such sum being payable in types and proportions of currencies in which the Contract prices is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ----- (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting is with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to of the Works to be performed thereunder or of any of the Contract documents which may be made between your and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such charge, addition or modifications.

This guarantee shall be valid until 60 days from the date of expiring of the Defect Liabilities period.

Signature and Seal of the guarantor -----

Name of Bank -----

Address-----

Date -----

\*An amount shall be inserted by the Guarantor, representing the percentage the Contract price specified in the Contract denominated in Indian Rupees.

**ADDITIONAL PERFORMANCE SECURITY**

**[Clause 34.1. (A)]**

TO,

----- (Name of Employer)

----- (Address of Employer)

WHEREAS ----- (Name and address of contractor)  
(hereafter called "The Contractor") has undertaken, in pursuance of Contracts No. -----  
--- dates ----- to execute ----- (Name of Contract and brief  
description of Works) (hereinafter called "The Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish  
you with a Bank Guarantee by a recognized bank for the sum specified therein as security for  
compliance with his obligation in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractors such a bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of  
the Contractor, up to a total of ----- (amount of guarantee) -----  
----- (in words), such sum being payable in types and proportions of currencies in which the  
Contract prices is payable, and we undertake to pay you, upon your first written demand and without  
cavil or argument, any sum or sums within the limits of ----- (amount of  
guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand  
for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting  
is with the demand

We further agree that no change or addition to or other modification of the terms of the Contract to of  
the Works to be performed thereunder or of any of the Contract documents which may be made  
between your and the Contractor shall in any way release us from any liability under this guarantee,  
and we hereby waive notice of any such charge, addition or modifications.

This guarantee shall be valid until 28 days from the project completion date.

Signature and Seal of the guarantor -----

Name of Bank -----

Address-----

Date -----

## BANK GUARANTEE FOR ADVANCE PAYMENT

TO,

\_\_\_\_\_  
(Name of Employer)  
\_\_\_\_\_  
(Address of Employer)  
\_\_\_\_\_  
(Name of Contractor)

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub-clause 51.1 ("Advance Payment") of the above mentioned Contract, \_\_\_\_\_ (name and address of Contractor) (hereinafter called "the Contractor") shall deposit with \_\_\_\_\_ (name of Employer) a bank guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ (amount of Guarantee)\* \_\_\_\_\_ in words).

We, the \_\_\_\_\_ (bank of financial institution), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ (name of Employer) on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding \_\_\_\_\_ (amount of guarantee)\* \_\_\_\_\_ (in words)

We further agree that no change or addition to or other modifications of the terms of the Contractor or Works to be performed thereunder or of any of the Contract documents which may be made between \_\_\_\_\_ (name of Employer) and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modifications.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ (name of employer) receives full repayment of the same amount from the contractor.

YOUR'S TRULY

Signature and Seal \_\_\_\_\_

Name of Bank/ Financial Institution \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

\* An amount shall be inserted by that Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.

**Letter of Acceptance**  
**(Letter head paper of the Employer)**

To, \_\_\_\_\_ (date)  
(Name and address of the Contractor)

Dear Sirs,

This is to notify you that your Bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (Name of the contract and identification number, as given in the Instructions to Bidders) for the Contract Price of Rupees \_\_\_\_\_ ( ) (amount in words and figures) as corrected and modified in accordance with the Instructions to Bidders\* is hereby accepted by our agency.

You are requested to furnish performance security, in the form detailed in para 34.1 of ITB for an amount equivalent to Rs. \_\_\_\_\_ within 10 days of the receipt of this letter of acceptance up to beyond 60 days from the date of expiry of defects Liability period i.e. up to \_\_\_\_\_ and the Additional Performance Security for an amount equivalent to Rs. \_\_\_\_\_ shall be valid beyond 28 (twenty-eight) days of Project Completion Date i.e. up to \_\_\_\_\_ and sign the contract, failing which action as stated in Para 34.3 of ITB will be taken.

Yours Faithfully

Authorized Signature

Name and title of Signatory

Name of Employer

\* Delete "Corrected and" or and modified if only one of these actions applies. Delete as corrected and modified in accordance with the Instructions to Bidders, if corrections or modifications have not been affected.

**Issue of Notice to proceed with the work  
(Letterhead of the Employer)**

To, \_\_\_\_\_ (date)  
(Name and address of the Contractor)

Dear Sirs,

Pursuant to your furnishing the requisite security in ITB Clause 34.1 and signing of the Contract for the construction of \_\_\_\_\_ at a bid Price of Rs. \_\_\_\_\_.

You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully

(Signature, name and title of signatory authorized  
To sign on behalf of Employer)

## AGREEMENT FORM

This agreement, made on the ..... day of ..... between ..... (name and address of Employer) (Hereinafter called “the Employer) and ..... (name and address of contractor) hereinafter called “the Contractor” of the other part.

Whereas the Employer is desirous that the Contractor execute .....

Name and identification number of contract (hereinafter called “the works”) and the employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a cost of Rs. ....

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read construed as part of this Agreement.
2. In Consideration of the payment to be made by the Employer to the contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to executive and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the contracts.
3. The employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein 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.
4. The Following documents shall be deemed to form and be ready and construed as part of this Agreement viz
  - (i) letter of Acceptance
  - (ii) Notice to proceed with the works:
  - (iii) Contractor’s Bid
  - (iv) Conditions of contract: General and Special
  - (v) Contract Data
  - (vi) Additional conditions
  - (vii) Drawings
  - (viii) Bill of Quantities and
  - (ix) Any other documents listed in the Contract data as forming part of the Contract.

In witness whereof the parties there to have caused this Agreement to be executed the day and year first before written

The Common seal of .....

Was hereunto affixed in the presence of :

Signed, sealed and Delivered by the said .....

.....

In the presence of

Binding signature of Employer .....

Binding Signature of Contractor.....

**UNDERTAKING**  
**(For Investment)**

I, the undersigned do hereby undertake that our firm M/s.....  
..... would invest a minimum cash up to 25% of the value  
of the work during implementation of the contract.

(Signed by an Authorized officer of the firm)

Title of officer

Name of firm

DATE

**UNDERTAKING**  
**(For Validity)**

I, the undersigned do hereby undertake that our firm M/s .....

..... agree to abide by this bid for a period  
..... days for date fixed for receiving the same and it shall be binding on us and may  
be accepted at any time before the expiration of that period.

(Signed by an Authorized officer of the firm)

Title of officer

Name of firm

DATE

## **SECTION – 9**

### **DRAWINGS**

**SECTION – 10**  
**DOCUMENTS TO BE FURNISHED BY**  
**BIDDER**

### DOCUMENTS TO BE FURNISHED BY BIDDER

Sr No	Prequalification Criteria	Documents Required	Yes	No
1.	Bid Document Fee / Tender Fee	Demand Draft / FDR		
2.	Bid Security / EMD Fee	Demand Draft / FDR / Exemption certificate issued by GCSE-SS only.		
3.	Registration Certificate of Appropriate Class	Copy of documents issued by R&B Dept. or any other similar Dept. Govt. Of Gujarat & CPWD.		
4.	Registration Certificate of Special Category	Copy of documents issued by R&B Dept. or any other similar Dept. Govt. Of Gujarat & CPWD.		
5.	GST Number	Copy of GST Certificate		
6.	Annual financial Turnover Certificate of last five years	Certificate issued by registered C.A on the letterhead of C.A / C.A Firm duly sign and seal by C.A / Authorised Representative. Along with balance sheets, profit and loss statements, auditors' reports, audited balance sheet., As mentioned under section-02-1.2.		
7.	One Similar completed work (RCC building Frame Structure G+1)	A Completion Certificate / 3A Certificate issue by Competent Govt. /Semi Govt. Authority duly signed and Seal.		
8.	MOU with Electrical Contractor having minimum "B" Class registration with R&B dept. Government of Gujarat / CPWD Govt .	The MOU shall be address on Rs 300 Stamp paper along with detail scope of work and responsibility of Electrical contractor.		
9.	Electrical Contractor Registration Certificate of "B" Class	Copy of documents issued by R&B Dept. or any other similar Dept. of Govt. Of Gujarat & CPWD.		
10.	Bank Solvency	Shall be issue by any scheduled Indian bank amounting 20% of the Estimated value of package and shall be valid up to bid validity period.		
11.	Similar work Experience of last Five years	A Detailed Statement year wise Mentioned under Section-02-1.3.1 & 1.3.2 along with the signed and sealed Completion certificate / 3A certificate issue by Competent Govt. /Semi Govt. Authority. The document shall be submitted in chronology of Statement.		
12.	Cumulative work on hand	A detailed statement year wise Mentioned under Section-02-1.4 along with the signed and sealed workorder issue by Competent Govt. /Semi Govt. Authority		
13.	Affidavit (Blacklist)	As mentioned under Section-02- Clause-3		
14.	Undertaking / Certificate (25% Investment)	As mentioned under Section-02- Clause-3		
15.	Any other documents required	As mentioned under Section-02 and RFP.		
16.	Site Visit	Site Visit done by the bidder representative		

Note:

1. The Details of Pre-qualification Criteria shall be as per the details mentioned under National Competitive Bidding of IFB section.

Authorized Signature  
Name and title of Signatory  
Name of Employer

# **SECTION – 11**

## **ENVIRONMENT & SOCIAL REQUIREMENT**

## Environment & Social Requirement

The Service Provider shall take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from unsafe construction practices, pollution, noise, or other causes arising as consequence of his method of operation.

The Service Provider will abide by the Environmental, Health and Safety (EHS) measures listed in the Environmental Management Plan (EMP) given below. The applicability and implementation of a particular Environment Management Measure will be based on the need and relevance to specific site conditions which will be determined by the Engineer as defined in the Contract Data. The Service Provider is free to adopt any similar or superior environment, health, and safety management practices with the caveat that the process should meet the basic minimum requirements as stated in the EMP provided in this section.

The Service Provider shall include the EMP requirements in the Program of Works and the costing for the works. The requirements stated in the EMP should therefore be studied properly and the bid should be priced accordingly. All items shall be deemed incidental to work unless otherwise provided for in the price schedule. No separate payments shall be made for implementing these measures.

The Engineer's check and certification for payment, in accordance to requirements under Clauses of GCSE, shall include the performance review of the Service Provider with regard to compliance of the Environmental Management Plan. Adverse impact/s on the environment caused due to non-adherence of legal and/or EMP requirements during pre-construction stage, execution of civil works or at the works completion stage shall be made good at Service Provider's own expense

S.No.	Activity/Aspect	Measures to be Taken/Implemented by the Service Provider
<b>A. Pre-construction Activities to be carried out by the Service Provider</b>		
1.	WorkProgram/ Planning	<p>a) The Service Provider's Project Manager(s) in the office and at the site shall be responsible for the over-all implementation of EMP provisions and will coordinate implementation of the said plan with the concerned agencies, stakeholders, and internal staff/ workers.</p> <p>b) Immediately after mobilization and as part of the Work Program, the Service Provider shall submit a plan including a method statement and timeline about specific actions that will be taken to implement the provisions mentioned in the EMP. The method statement will specifically include among other environmental, health and safety aspects, a Construction Safety Plan, and a Debris/Waste Management Plan.</p>
2.	Information Dissemination	<p>a) Project Information Board as suggested by Engineer-in-Charge showing details such as the name of work, project cost, duration, date of commencement, date of completion, executing agency and contact details (including telephone number/s) for providing suggestions/filing grievances shall be displayed prominently.</p>

S.No.	Activity/Aspect	Measures to be Taken/Implemented by the Service Provider
		b) Advance information and periodic update (at least once in a month) about construction schedule, safety measures, pollution abatement measures and other such details shall also be displayed.
3.	Regulatory/ statutory clearances/ approvals	a) Prior to construction commencement, the Service Provider shall obtain all requisite statutory clearance/s for setting-up construction camp including labor camp; plants/equipment; use of material sources etc. as required in the light of central/state acts/regulations that apply to this work.
		b) Service Provider will coordinate with Employer to plan and dispose off at pre-approved location/s any unserviceable/unusable/debris resulting from demolition of existing structure/s in line with C&D rules.
		c) The Service Provider shall obtain Labour License and all required insurance as specified in the contract conditions from the concerned authorities. Originals will be checked/verified by the Engineer and a copy shall be available at the site office at all times.
		d) The Service Provider is required to abide by all conditions laid out in the said clearances/consents given by the regulatory authorities.
4.	Consultation and Consent/s	a) Service provider shall ensure that temporary inconvenience/ disruption to school activities during execution of civil works needs are avoided/minimized. Specific consultation and permission of the school principal/head teacher would be required before starting the work.
		b) The Service Provider shall consult and obtain written consent/s of landowner/s for temporary use of land for all construction related activities including that for setting-up and operation of construction (including plant site) and/or labour camp, if such land belongs to private individuals or entities.
		c) The Service Provider shall consult the Employer and obtain written consent for temporary use of land for setting-up and operating a construction yard or camp, including toilets and other amenities, if the premises or such land is owned by the government or its agencies.
5.	Construction Camp/Plant Site	a) The Service Provider shall construct his own site office, store/material yard and labour camp with facility for water, sanitation/toilets, electricity, safety, security, and other requisites.
		b) Location: The Service Provider will construct/erect construction camp/ plant only after due written approval of the Engineer-in-Charge is obtained. Construction plant/s will be located away from residential areas, preferably in the downwind direction.

S.No.	Activity/Aspect	Measures to be Taken/Implemented by the Service Provider
		<p>c) Campsite shall be located and constructed in a manner that minimizes interface with host/local communities or their resources and ensures safety of its residents and surrounding people.</p> <p>d) Material stocks/yards shall be located (preferably in the downwind direction) and covered so as to prevent dust pollution that may affect near-by residents/users.</p>
6.	LabourCamp Establishment and Management	<p>a) All workforce is to be provided with suitable accommodation, if required or they can return to their places of residence after the end of day's work. Pooled transportation facilities as may be required, will be provided by Service Provider.</p> <p>b) The location, layout and basic facility provision of labour camp will be submitted to Engineer prior to its construction.</p> <p>c) Accommodation and Basic Amenities The Service Provider will follow all relevant provisions of the Building and the other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996 and other conditions stated in the EMP for construction and maintenance of labour camp.</p> <ul style="list-style-type: none"> <li>• All weather shelter with the required tenement size, toilets, bathrooms and washing area shall be provided, as per provisions of the Labour Laws.</li> <li>• Separate toilet facilities and bathrooms shall be provided for the women workers.</li> <li>• If a common mess is not provided/operated, additional space for cooking shall be provided.</li> <li>• The Service Provider will maintain necessary living accommodation and ancillary facilities in functional and hygienic manner.</li> <li>• The Service Provider will construct and maintain all labour accommodation in such a fashion that uncontaminated clean water is available for drinking, cooking, bathing and washing.</li> <li>• Fans and proper ventilation (turbine type ventilators) will be provided in labour accommodation.</li> <li>• Workers will be provided with beds and no worker will be allowed to sleep on the ground.</li> <li>• Necessary HIV/AIDS prevention measures will be put into place and awareness programs at least once in a quarter shall be organized.</li> </ul> <p>d) Fuel for Cooking: Fuelwood use will not be allowed. LPG cylinders will be provided at labour camp by the Service Provider.</p> <p>e) Potable water supply: Sufficient (minimum 20 liters at any given point of time) and clean (potable) water for drinking shall be placed in the mess/labour camp and at the construction site.</p>

S.No.	Activity/Aspect	Measures to be Taken/Implemented by the Service Provider
		<p>f) Water Supply: Water storage tank will be kept in a manner such that the bottom of the tank is at least 1 meter above the surrounding ground level.</p> <p>g) Fire Safety: Adequate fire safety precautions shall be taken, and the required fire safety equipment (such as fire extinguishers) shall be provided by the Service Provider.</p>
7.	Engaging Labour/ Workers	The Service Provider will use unskilled/semi-skilled labour from the surrounding area to give the maximum benefit to the local community whenever this is possible/feasible.
8.	Traffic Management	Schools may be located in congested areas and the access to them could be through narrow streets. Therefore, before starting the construction work at all such locations, the Service Provider will make traffic management provisions in consultation with the Employer and Traffic Police. The Service Provider shall make an effort to transport materials (construction material, machinery, pumps etc.) and wastes to and from the site in non-peak hours from such sites.
<b>B. Construction stage Activities to be carried out by the Service Provider</b>		
9.	Site Clearance	The Service Provider shall take precautions to avoid damage to trees and vegetation in the school campus and off-site areas of operation.
10.	Sanitation	<p>a) Workers shall not be allowed to defecate in the open nor shall they be allowed to use the toilets of the schools.</p> <p>b) Proper toilets fitted with septic tank and with required hand washing facility will be provided by the Service Provider at the camp/labour camp and construction site.</p> <p>c) The Service Provider will ensure that:</p> <ul style="list-style-type: none"> <li>• The sewage system for the camp is designed, built and operated in such a manner that no health hazard occurs and no pollution to the air, ground water or adjacent water sources takes place.</li> <li>• Wastewater generated from the sanitary facilities of labour camp is disposed in a septic tank/soak pits.</li> <li>• Separate toilets/bathrooms, wherever required, will be provided for men and women, marked in English and in local language.</li> <li>• Toilets are provided with septic tank/s.</li> <li>• Adequate water supply is provided in all toilets and urinals.</li> </ul>
11.	Solid Waste Management	<p>a) Burning of wastes will not be allowed.</p> <p>b) The Service Provider will provide garbage bins in the camp and construction site and it will be ensured that these are regularly emptied, and waste is disposed off in a hygienic manner as per the Solid Waste (Handling and Management) Rules, 2016.</p>

S.No.	Activity/Aspect	Measures to be Taken/Implemented by the Service Provider
		<p>c) Solid waste generated at the construction site, plant/camp site, will be collected in covered wasted bins and segregated as biodegradable (food waste, paper, etc) and non-biodegradable (plastic, polyethylene bag etc.).</p> <p>d) Waste food should be stored in sealed containers and disposed of at designated/appropriate locations. Waste food or waste from kitchen should not be thrown around the site as it will only attract vermin/pests. Biodegradable (food waste, paper etc.) solid waste should be disposed in a compost pit or in a place/manner prescribed by local bodies.</p> <p>e) Polyethylene/plastic wastes will be stored in empty cement bags and should be sent for recycling.</p>
12.	Potable Water at Worksite	The Service Provider shall provide potable water facilities at the building construction site in an accessible place, as per standards set by the Building and other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
13.	Protection of Surrounding Properties	<p>Service Provider shall take due care to protect and prevent damage/s to the following during preparatory and construction work:</p> <p>a. Existing structures next to the construction zone</p> <p>a. Access/haul road/pathway</p> <p>b. Structures surrounding the construction/labour camp</p> <p>In case of any damage due to the construction activity or negligence, the restoration/repairs shall be carried out by the Service Provider at his own cost.</p>
14.	Water Logging	<p>a) The Service Provider shall ensure that civil work and related activities such as clearing and grubbing, stacking of materials and debris disposal are carried out in a manner that avoids water logging.</p> <p>b) The wastewater from construction zone and/or camp sites should not be disposed into nearby water bodies or in a manner that causes a possibility of water logging.</p>
15.	Procurement of Materials (including water extraction/use)	<p>a) The Service Provider shall not procure any kind of construction material (such as aggregates, sand, earth and water) from ecologically protected and/or sensitive areas.</p> <p>b) The Service Provider shall procure material from quarries/crushers/ borrow areas that have been approved/licensed by the State Govt. A copy of such an approval and/or consents from the concerned authority shall be submitted to the Engineer prior to procuring and using the material.</p> <p>c) Sand shall be procured from approved sources and vendors.</p>

S.No.	Activity/Aspect	Measures to be Taken/Implemented by the Service Provider
16.	Worksite Safety Management	a) Construction Safety Plan to be prepared by the Service Provider will identify necessary actions during execution of works and in the event of an emergency. Specific actions to be taken during Demolition and Clearance of structures (if applicable) shall be included in this plan.
		b) Temporary barricades shall be provided to delineate construction zone, including material stacking areas. The construction area along with its labour facility, if any shall be completely barricaded to prevent entry and accidental trespassing of workers, staff or others into the construction site. Warning signage shall be installed.
		c) All operational areas shall be access controlled. Watch and ward facilities at all times will be provided by the Service Provider.
		d) Proper warning signage will be installed on the access road next to the construction site about movement of construction machinery and vehicles.
		e) Entry of unauthorized persons should be restricted. Excavation of 1.5 meters deep or greater will require side protection unless it is made entirely in stable rock.
		f) There shall be adequate lighting arrangement at night to prevent mishaps after construction activity ceases for the day.
		g) Construction materials shall be stacked in a suitable place/ manner without obstructing the access of local residents. Necessary measures shall be taken for smooth and safe movement of people and vehicles.
		h) Material safety data sheet record of fuel and other inflammable chemicals/materials shall be maintained at the site. By and large, any such storage shall be avoided in the construction zone as construction works are within school premises.
		i) Safety signage and posters for generating awareness will be provided at the work site.
17.	Safety of Staff/Workers/ Labour	a) The Service Provider will make sure that during the construction work all relevant provisions of the Building and Other Construction Workers (Regulation of Employment and Conditions of Services) Act, 1996 are adhered to. The Service Provider will comply with all the precautions as required for ensuring the safety of the workmen as per country's labour regulations and International Labour Organization (ILO) Convention No. 62 as far as those are applicable to this contract.
		b) All measures required for ensuring safety and health of the workers shall be taken up by the Service Provider. This includes provision and enforcement on use of appropriate personal protective equipment; precautions to be taken during demolition of existing structures; cleaning of sumps; first aid facilities at camp, plant site and work zones; emergency response arrangements; proper storage of hazardous/ toxic and/or polluting

S.No.	Activity/Aspect	Measures to be Taken/Implemented by the Service Provider
		<p>materials; measures for ensuring electrical, fire and mechanical safety arrangements.</p> <p>c) The Service Provider shall provide and ensure enforcement with zero tolerance the following:</p> <ul style="list-style-type: none"> <li>• Hard hat or helmets to all workers, supervising staff and inspecting official entering work site, plant area, and engaged in loading/unloading/demolition operations.</li> <li>• During reinforcement/fabrication operation, helmets, protective eye wear, gum boots and hand gloves shall be provided to labour/workers at the construction site.</li> <li>• Only skilled workers will be deployed by the Service Provider for steel bar bending and baring reinforced structures. Manual cutting of steel bars for reinforcement will be discouraged. Proper hand and power tools will be used to tie and cut steel bars. Workers engaged in steel bar bending and reinforcement will be provided helmet, suitably strong and flexible hand gloves, and safety shoes. Bars will be stacked properly to avoid mishaps/cuts during movement.</li> <li>• Safety vests will be used by workers when on the construction site.</li> <li>• Safe access and egress for workers will be required in excavated depth of 4 feet (1.22 mts.) or deeper and could be in form of ladders, steps, ramps, or other safe means.</li> <li>• Protective footwear, eye protection, hand gloves and nose masks will be provided to the workers employed. These shall be provided to all workers handling cement, mortar, concrete, and similar dust generating operations.</li> <li>• Manual transferring of cement bags from one place to another place will not be allowed. For this purpose, a trolley should be used.</li> <li>• Workers engaged in concrete pouring will wear alkali-resistant gloves, cover body with long sleeves and full-length pants and use eye protection and waterproof footwear/gumboots. After concrete pouring, workers should be instructed to wash skin with soap and eyes with fresh water.</li> <li>• Welder's protective eye-shields will be provided to workers who are engaged in welding works.</li> <li>• Earplugs will be provided to the workers exposed to high noise levels.</li> <li>• Nettings, if required in specific site conditions shall be provided to prevent mishaps due to accidental fall of a workman, tool and/or debris.</li> <li>• Proper moving guards will be provided at all moving machines, like motors and pulleys.</li> <li>• While painting (such as pipes, building), mask shall be provided to workers.</li> <li>• Manual handling of heavy pumps/equipment shall be strictly</li> </ul>

S.No.	Activity/Aspect	Measures to be Taken/Implemented by the Service Provider
		discouraged. For this, suitable lifting tools and tackles will be used. Before use, lifting tools and tackles will be thoroughly checked.
		d) All workforce on the construction site shall be provided with identity cards.
		e) High risk areas are to be provided with warning signage.
		f) The Service Provider shall conduct awareness training for the workers to explain the use and significance of using the safety equipment and measures to be taken on site.
18.	First aid and Emergency Response Arrangements	<p>a) The Service Provider will arrange for:</p> <ul style="list-style-type: none"> <li>• Readily available first aid box including an adequate supply of sterilized dressing materials and appliances as per rules shall be provided in all work zones.</li> <li>• Trained first aid personal will be available at the construction site.</li> <li>• Emergency numbers will be displayed prominently at camp and construction site.</li> <li>• Availability of suitable transport at all times will be ensured to take injured or sick person(s) to the nearest hospital. Designated vehicle, which can be used as ambulance, will be available at the construction site.</li> </ul> <p>b) The Service Provider shall identify nearby hospital/health facility, which could be used in case of emergency.</p> <p>c) Emergency numbers will be displayed at the construction sites and in the camp/s, in English and in vernacular.</p> <p>d) The Service Provider will make required arrangements so that in case of any mishap in the construction site, all necessary steps can be taken for prompt first aid treatment.</p> <p>e) First aid facilities and free emergency care shall be provided to all workforce and third party and no cost shall be recovered from them on this account.</p> <p>f) All supervisory staff shall be provided with mobile phones for better communication across all operational areas, in case of emergency or otherwise.</p> <p>g) Assembly area will be identified and appropriately demarcated at the worksite as well as in the camp. The workforce shall also be trained to gather at a safe assembly point in case of any emergency on site.</p> <p>h) Periodic health checks for workers will be organised by the Service Provider.</p>
19.	Electrical Safety Measures	a) All electrical equipment/cables/wires to be used for construction purpose shall confirm to relevant BIS specifications.

S.No.	Activity/Aspect	Measures to be Taken/Implemented by the Service Provider
		<p>b) Service Provider will ensure that such equipment/cables/wires are free from patent defect and maintained in good working order (as per the manual supplied by the manufacturer) through regular supervision and repair/replacement from time to time.</p> <p>c) All power transmission lines whether cladded or sufficiently covered are potential hazardous at construction sites. Precautions have to be taken while working under or around such lines/poles.</p> <p>d) Electrical cables and wires will be properly arranged with proper electrical safety. Loose electrical connections will not be allowed at the work site or in the camp/plant site.</p> <p>e) All three phase motors, electrical panels and electrical machines, DG set etc. will be provided double earthing with proper earth pits as per applicable IS code.</p> <p>f) Red danger sign with bone &amp; skull will be displayed as per the Electrical Rules at three phase motors, electrical panels and electrical machines, DG set, etc.</p> <p>g) Service Provider shall take all required precautions to prevent danger from electrical cables, wires and equipment and ensure that:</p> <ul style="list-style-type: none"> <li>• No construction material will be stacked or placed below/near power transmission lines, wires and equipment, which can be potential danger to any workman or public.</li> <li>• All such electrical installations and wirings shall be barricaded in manner that ensure safety of the workers, operating vehicles/ equipment, and other users of the premises.</li> <li>• Necessary fencing, illumination and proper insulation of the electrical lines shall be ensured by the Service Provider for safety and security.</li> <li>• The Service Provider shall ensure proper maintenance of electrical supply lines/ points.</li> <li>• All such electrical operating units shall be switched off before operation is closed every day or night, as the case may be.</li> </ul>
20.	COVID and other pandemic protocols	<p>a) Service Provider must ensure that COVID protocols, instructions and guidelines issued by Central and State Government are adhered to.</p> <p>b) The Service Provider will maintain a roster of workers/staff at work site indicating their health condition and symptoms. All workers have to be regularly checked for symptoms before allowing entry to the work site.</p> <p>c) Arrangements will be made for screening procedures (non-physical temperature measurement), availability and use of masks, hand washing facilities with soap, sanitization and placing of closed bins at work sites and campsites shall be made by the Service Provider.</p>

S.No.	Activity/Aspect	Measures to be Taken/Implemented by the Service Provider
		<p>d) An infected person will not be allowed from returning to the site for 14 days or (if that is not possible) isolate such a worker for 14 days.</p> <p>e) Posters and signage at/around the site, with images and text in local language relating to personal safety, hygiene and on COVID-19 symptoms and guidelines shall be displayed.</p> <p>f) Securing the construction site with entry only for authorized personnel and disinfecting of the worksite to be undertaken at close of work every day may be required.</p> <p>g) Depending on the number of workers, segregate lunch hours of workers to maintain social distancing.</p> <p>h) Any guidelines published by Government of India and state government for any future pandemic shall be implemented promptly.</p>
21.	Measures for prevention of pollution (general)	<p>a) All precautionary measures for prevention of pollution on account of the construction work (including both on-site and off areas) shall be implemented as per the requirements/standards of CPCB, SPCB and in line with measures listed in this EMP.</p> <p>b) Service Provider will chose/select a material source after assessment of the availability of sufficient materials, quality and compliance to environmental regulatory requirements.</p> <p>c) Requirements for establishing and operating a batching plant shall comply with requirement of the relevant legislations. Necessary Consent to Establish (CTE), Consent to Operate (CTO) and Hazardous Waste Authorization (as applicable) will be obtained from State Pollution Control Board (SPCB), as required.</p> <p>d) The conditions imposed in CTE, CTO and/or Hazardous Waste Authorization will be strictly complied by the Service Provider. The discharge standards promulgated under the Environment Protection Act, 1986 will be strictly adhered to.</p> <p>e) Vehicles, equipment, and machinery for construction will confirm to relevant Bureau of Indian Standard (BIS)/CPCB standards. The discharge standards promulgated under the Environment Protection Act, 1986 and Motor Vehicles Act, 1988 will be strictly adhered to.</p> <p>f) Service Provider will ensure that all vehicles, equipment, and machinery used for construction work are regularly maintained and in good working condition. The Service Provider will ensure PUC certificates for all vehicles/equipment/machinery used for the works.</p>
22.	Air pollution	<p>a) Wind barriers or screens shall be provided between the building to be constructed and the buildings located around it to avoid/minimize impact from fugitive dust emissions.</p> <p>b) The Service Provider will take every precaution to reduce the level of dust and gaseous pollution from the work site/s. Measures to reduce the level of dust (PM 2.5 and PM 10) will be taken and arrangements</p>

S.No.	Activity/Aspect	Measures to be Taken/Implemented by the Service Provider
		<p>to minimize dust pollution through provision of wind screens/barriers, water sprinkling/mist fine spray arrangement and encapsulation of dust source (as required) shall be made.</p> <p>c) During all dust generating operations, levels will be contained as per Central/State Pollution Control Board norms.</p> <p>d) DG set will be provided with vertical opening chimney of adequate height as per CPCB guidelines (Height of stack in meter = Height of the building + <math>0.2 \sqrt{\text{KVA}}</math>).</p> <p>e) Ensure all tipper trucks transporting fine materials like cement, earth, sand etc. are loaded only up to permitted capacities and adequately covered with wet cloth, so that en-route dust and spills are avoided. Alternatively, water resistant tarpaulins can be used to cover trucks.</p> <p>f) Screens of hessian cloth, agro-net and such other barricading materials will be erected along dumped and stockpiled sites, so that generation of dust can be minimized.</p> <p>g) Cement bags will be stored and emptied in covered area to control fugitive dust emissions.</p>
23.	Water pollution	<p>a) Measures shall be taken to ensure that wastewater from the construction zone/labour camp doesn't contaminate any surface water body or the aquifer. Silt fencing must be provided around material stacks to prevent silt/small debris from entering drains.</p> <p>b) Storage of materials like cement etc. shall be done in a manner (with impervious layer on bottom and a covered shed on top) that does not contaminate land and ground/surface water.</p>
24.	Noise Pollution	<p>a) Care shall be taken to reduce noise as construction will be carried out close to residential and other functional buildings. All noise causing activities shall be undertaken during day time to minimise inconvenience to local residents.</p> <p>b) All construction equipment used in dismantling, excavation, concreting, etc. will strictly conform to CPCB/SPCB noise standards.</p> <p>c) Only acoustic enclosures fitted DG set will be allowed at the construction and plant/camp sites.</p> <p>d) Maintenance of equipment and machinery (including proper lubrication, tuning and checks for muffler effectiveness) shall be regular and up to the satisfaction of the Engineer to keep noise level under control.</p> <p>e) All vehicles and equipment used in construction works will be fitted with exhaust silencers/mufflers.</p>
25.	Environmental Monitoring	During the construction phase, the Service Provider will carry out environmental monitoring for ambient air quality, water and noise levels

S.No.	Activity/Aspect	Measures to be Taken/Implemented by the Service Provider
		by engaging NABL approved laboratory, as and if required under regulatory norms.
<b>C. Post-Construction Activities to be carried out by the Service Provider</b>		
26.	Electrical Safety	<p>a) It will be ensured that there is no loose connection, exposed wires and open conduit at the site.</p> <p>b) Double earthing will be provided to all three phase motors and electrical panels as per specification IS: 3043/5039. At three phase motors and panels and DG sets, danger sign with Red Colour bone and skull sign will be conspicuously displayed.</p> <p>c) BIS marked electric shock proof rubber mat will be to the electrical panels.</p>
27.	Disposal of Demolition Debris and Wastes	<p>a) All debris generated from demolition of structures and during other construction work shall be segregated for reuse (either in this or other works). Residual debris and spoils, if any, shall be disposed in locations which are pre-approved by the Engineer/Employer in a manner that it does not contaminate the environment and in line with Construction and Demolition Waste Rules, 2016.</p> <p>b) Waste from demolition of structures and during construction of new structure shall be segregated, preferably at the worksite itself. Clear signage should be used stating this. Signage indicating different material/waste categories should be placed in the storage/ stacking area (such as Timber Only – Metal Only – Plastics Only – Rubble Only etc.).</p> <p>c) The Service Provider will be responsible (including his sub-Contractor, if any and suppliers) for the cleaning up and disposal of all their waste products. This will include all waste materials not incorporated/mentioned in the body of the works and is also deemed to include any packaging, wrapping or crates in which the materials may have been delivered.</p> <p>d) Waste/debris should not be allowed to accumulate on site and never stored along access routes or passageways. Litter and debris ‘trapped’ against site fencing must be regularly cleaned.</p> <p>e) No solid or hazardous wastes (such as oil contaminated waste) will be dumped in drains or in open areas. No wastes shall be disposed off in a manner that may block the flow of water in drains, culverts, channels or affect any water course/body. Harmful or toxic waste should be stored and disposed of in accordance with statutory provisions.</p> <p>f) Used oil generated from vehicles/DG set at plant/camp site will be collected in closed containers and sold to MoEF&amp;CC/SPCB approved used oil recyclers.</p> <p>g) Paint residue left in containers will be stored properly and disposed in an environmentally sound manner.</p>

S.No.	Activity/Aspect	Measures to be Taken/Implemented by the Service Provider
		h) The Service Provider is required to set up a system to record and quantify the management of all waste and scrap from the site. The Service Provider shall maintain proper records/register at site regarding the type and quantum of salvaged material and debris/wastes from the Building/Structure Demolition activity.
28.	Site Rehabilitation and Clean-up	<p>a) After the completion of works and prior to handing over the building for usage, the site has to be cleaned and all waste materials/debris has to be removed and disposed at pre-approved designated locations/sites. The clean-up and restoration operation has to be implemented by the Service Provider prior to demobilization.</p> <p>b) The Service Provider will clear all temporary structures; remove excess/unused material, dispose all garbage, night soils and waste in an environmentally sound manner.</p> <p>c) All disposal pits/trenches will be filled in and effectively sealed off.</p> <p>d) All work sites and off-site areas used for the project (including construction/labour camp, plant site, material sources etc.) shall be restored/rehabilitated by the Service Provider to a better condition (if not at least to its original condition). Construction zone including camp, and any other area used/affected due to the works will be left clean and tidy at the Service Provider's expense to the entire satisfaction to the Engineer.</p> <p>e) Completion of work (as covered under GCC clauses) will also include rehabilitation and clean-up of the work sites including disposal of debris/construction wastes at pre-approved locations.</p>

## **Annexure-N**

### **World Bank GUIDELINES ON PREVENTING AND COMBATING FRAUD AND CORRUPTION IN PROGRAM-FOR-RESULTS FINANCING (Dated February 1, 2012 and Revised July 10, 2015)**

#### **Purpose and General Principles**

1. These Guidelines Address Fraud and Corruption (as defined in paragraph 5) that may occur in connection with the preparation and implementation of programs financed, in whole or in part, by the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA) through Program-for-Results Financing. They set out the general principles, requirements, and sanctions applicable to such programs.
2. The Loan Agreement<sup>1</sup> providing for the Loan<sup>2</sup> governs the legal relationships between the Borrower<sup>3</sup> and the Bank<sup>4</sup> with respect to the Program<sup>5</sup> for which the Loan is made. The responsibility for the implementation of the Program under the Loan Agreement, including the primary responsibility for preventing and combating Fraud and Corruption, rests with the Borrower. The Bank, for its part, has a fiduciary duty under its Articles of Agreement to “make arrangements to ensure that the proceeds of any loan are used only for the purposes for which the loan was granted, with due attention to considerations of economy and efficiency and without regard to political or other non-economic influences or considerations.”<sup>6</sup> These Guidelines constitute an important element of those arrangements and are made applicable to the preparation and implementation of the Program as provided in the Loan Agreement.
3. Recognizing that Fraud and Corruption leads to wasted resources and undermines development effectiveness, the Bank and the Borrower agree that all individuals and entities participating in the Program must observe the highest standard of ethics and, specifically, that all such persons and entities must take all appropriate measures to prevent and combat Fraud and Corruption, and refrain from engaging in Fraud and Corruption, in connection with the Program. In furtherance of these principles and purposes, the Bank and the Borrower further agree and commit to undertaking the actions set out in these Guidelines for the purpose of preventing and combating Fraud and Corruption in connection with the Program.

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<sup>1</sup> References in these Guidelines to “Loan Agreement” include any Loan Agreement providing for an IBRD loan; Financing Agreement providing for an IDA credit or IDA grant; Trust Fund Grant Agreement or Loan Agreement providing for a recipient-executed trust fund grant or loan in cases where these Guidelines are made applicable to such agreement; and the Program Agreement with a Program Implementing Entity related to any of the above.

<sup>2</sup> References to “Loan” or “Loans” include IBRD loans as well as IDA credits and grants, project preparation advances, and recipient-executed trust fund grants or loans for programs to which these Guidelines are made applicable under the agreement providing for such grant and/or loan. These Guidelines do not apply to investment project financing (to which separate guidelines apply) or to development policy financing.

<sup>3</sup> References in these Guidelines to “Borrower” include the recipient of an IDA credit or grant or of a trust fund grant or loan.

<sup>4</sup> References in these Guidelines to the “Bank” include both IBRD and IDA.

<sup>5</sup> Reference in these Guidelines to the “Program” means the Program as defined in the Loan Agreement.

<sup>6</sup> IBRD Articles of Agreement, Article III, Section 5(b); IDA Articles of Agreement, Article V, Section 1(g).

## Definitions of Practices Constituting Fraud and Corruption

4. These Guidelines address the following defined practices in connection with the Program:<sup>7</sup>

(a) A “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.<sup>8</sup>

(b) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly<sup>9</sup> misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(c) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

(d) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.

(e) An “obstructive practice” is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation<sup>10</sup> into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the Bank’s contractual rights of audit or access to information.

5. The above practices, as so defined, are referred to collectively in these Guidelines as “Fraud and Corruption.”

## Borrowers Actions to Prevent and Combat Fraud and Corruption in Connection with the Program

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<sup>7</sup> Unless otherwise specified in the Loan Agreement, whenever these terms are used in the Loan Agreement, including in the applicable General Conditions, they have the meanings set out in paragraph 4 of these Guidelines.

<sup>8</sup> Typical examples of corrupt practice include bribery and “kickbacks.”

<sup>9</sup> To act “knowingly or recklessly,” the fraudulent actor must either know that the information or impression being conveyed is false, or be recklessly indifferent as to whether it is true or false. Mere inaccuracy in such information or impression, committed through simple negligence, is not enough to constitute fraudulent practice.

<sup>10</sup> As used in the definition of “obstructive practice”, the term “investigation” includes any inquiry undertaken under these Guidelines.

6. In furtherance of the above-stated purpose and general principles, except as otherwise agreed in writing by the Borrower and the Bank, the Borrower:

(a) takes all appropriate measures to ensure that the Program is carried out in accordance with these Guidelines;

(b) takes all appropriate measures to prevent Fraud and Corruption in connection with the Program, including (but not limited to) adopting and implementing appropriate fiduciary and administrative practices and institutional arrangements;

(c) promptly informs the Bank of all credible and material allegations or other indications of Fraud and Corruption in connection with the Program that come to its attention, together with the investigative and other actions that the Borrower proposes to take with respect thereto;

(d) unless otherwise agreed by the Borrower and the Bank with respect to a particular case, takes timely and appropriate action to investigate such allegations and indications; reports to the Bank on the actions taken in any such investigation, at such intervals as may be agreed between the Borrower and the Bank; and, promptly upon the completion of any such investigation, reports to the Bank the findings thereof;

(e) if the Borrower or the Bank determines that any person or entity has engaged in Fraud and Corruption in connection with the Program, takes timely and appropriate action, satisfactory to the Bank, to remedy or otherwise address the situation and prevent its recurrence; provided that nothing in this sub-paragraph (e) or in sub-paragraph (d) above obligates the Borrower to take action in direct contradiction of the applicable law of the Member Country;

(f) cooperates fully with representatives of the Bank in any inquiry conducted by the Bank into allegations or other indications of Fraud and Corruption in connection with the Program, and takes all appropriate measures to ensure the full cooperation of relevant persons and entities subject to the Borrower's jurisdiction in such inquiry; and

(g) ensures that any person or entity debarred or suspended by the Bank is not awarded a contract under or otherwise allowed to participate<sup>10</sup> in the Program during the period of such debarment or suspension.

### **Sanctions and Related Actions by the Bank in cases of Fraud and Corruption**

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<sup>10</sup> For purposes of paragraph 6(g), participation does not include the performance under contracts entered into or other engagements began prior to the date of the Loan Agreement

7. In furtherance of the above-stated purpose and general principles, except as otherwise agreed in writing by the Borrower and the Bank, the Bank:

(a) promptly informs the Borrower of all credible and material allegations or other indications of Fraud and Corruption in connection with the Program that come to its attention, consistent with Bank policies and procedures;

(b) in cases where the Bank determines it necessary to do so to fulfil its fiduciary duty, may conduct an inquiry into such allegations or other indications, independently of or in collaboration with the Borrower;

(c) reports to the Borrower on the outcome of any such inquiry; and

(d) may sanction<sup>11</sup> any individual or entity other than the Member Country<sup>12</sup> if at any time the Bank determines that such individual or entity has engaged in Fraud and Corruption in connection with the Program or any other Bank-financed activity, or is otherwise subject to sanction pursuant to its prevailing policies and procedures.

#### **Miscellaneous**

8. For avoidance of doubt, nothing in these Guidelines is intended to restrict or otherwise affect the Member Country's sovereign right to investigate, prosecute or take any other action in furtherance of its own laws and regulations. Any inquiries conducted by the Bank pursuant to these Guidelines are administrative in nature, for the purpose of determining compliance with the Bank's policies, directives and procedures. Inquiries include, but are not limited to, the review of relevant accounts, records and other documents, and interviews with relevant persons.

9. Without prejudice to any provision hereof, in the event that any action to be taken by the Borrower under these Guidelines may conflict with requirements of the applicable laws and regulations of the Member Country, the Bank and the Borrower will consult with a view to identifying and agreeing on alternative actions that will avoid such conflict while ensuring compliance herewith.

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<sup>11</sup> Sanctions include (but are not limited to) publicly declaring such individual or entity ineligible, either indefinitely or for a stated period of time, to: (i) be awarded a Bank-financed contract; (ii) benefit from a Bank-financed contract, financially or otherwise, for example as a subcontractor; and (iii) otherwise participate in the preparation or implementation of the Program or any other project or program financed, in whole or in part, by the Bank. The Bank may publish the identity of any individual or entity sanctioned under subparagraph 7(d).

<sup>12</sup> For purposes of these Guidelines, "Member Country" includes (i) officials and employees of the national government or of any of its political or administrative subdivisions, and (ii) non-autonomous government-owned enterprises.

10. The provisions of these Guidelines do not limit any other rights, remedies<sup>13</sup> or obligations of the Bank or the Borrower under the Loan Agreement or any other document to which the Bank and the Borrower are both parties.

(Reference: <https://www.worldbank.org/en/programs/program-for-results-financing#3> )

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<sup>13</sup> The Loan Agreement provides the Bank with certain rights and remedies that it may exercise with respect to the Loan in the event of Fraud and Corruption in connection with the Program, in the circumstances described therein.