

### **Form of Invitation for Bids**

Date : 21 January 2025  
 IFB No. : AHIDMS/JICA/DH Tender/2025/ECF. No.- 631701/1-2  
 Employer : The Project Director, Assam Health Infrastructure Development & Management Society (AHIDMS), 04<sup>th</sup> Floor, Nayantara Supermarket Building, Sixmile, Guwahati-22  
 Country : India  
 JICA Loan No.: ID-P 302  
 Project Name : Assam Health System Strengthening Project  
 Contract Name: Construction of District Hospital Blocks at Silchar and Udalguri along with allied buildings involving Civil, MEP Works and External Development Works.

1. The President of India has received a loan from the Japan International Cooperation Agency (JICA) towards the cost of Assam Health System Strengthening Project and intends to apply part of the proceeds towards payments under the contract for Construction of District Hospital Blocks at Silchar and Udalguri along with allied buildings involving Civil, MEP Works and External Development Works.
2. The Project Director, Assam Health Infrastructure Development & Management Society (AHIDMS), 04<sup>th</sup> Floor, Nayantara Supermarket Building, Sixmile, Guwahati-22 now invites sealed Bids from eligible Bidders for the construction and completion of Construction of District Hospital Blocks at Silchar and Udalguri along with allied buildings involving Civil, MEP Works and External Development Works. (“the Works”).
3. Bidding will be conducted through procedures in accordance with the applicable Guidelines for Procurement under Japanese ODA Loans, and is open to all Bidders from eligible source countries, as defined in the Bidding Document.
4. Interested Bidders may obtain further information from and inspect the Bidding Document during office hours at:  
 The Project Director, Assam Health Infrastructure Development & Management Society (AHIDMS), 04<sup>th</sup> Floor, Nayantara Supermarket Building, Sixmile, Guwahati-22  
 IST 9.30am to 5.00pm  
 Email: jica.pmu.health.assam@gmail.com
5. The Bidding Document may be purchased by interested Bidders on the submission of a written application to the address above either by hand / courier or via E-mail and upon payment of a non-refundable fee of **INR.15,000/- (Rupees Fifteen Thousand only)**. The method of payment will be **Demand Draft** drawn in any Scheduled/Nationalized Bank approved by RBI in favour of **“The Project Director, Assam Health Infrastructure Development & Management Society (AHIDMS), 04<sup>th</sup> Floor, Nayantara Supermarket Building, Sixmile, Guwahati-22”** (OR) the online method of payment will be through direct bank transfer (RTGS / NEFT) to the Bank A/C. **No.332601000329**, IFSC- ICIC0007350, Bank name- ICICI Bank, Branch- Survey, Guwahati-28

The Demand Draft is to be sent by hand / Courier to The Project Director, Assam Health Infrastructure Development & Management Society (AHIDMS), 04<sup>th</sup> Floor, Nayantara

Supermarket Building, Sixmile, Guwahati-22 (OR) the Proof of direct Bank transfer to be mailed to [jica.pmu.health.assam@gmail.com](mailto:jica.pmu.health.assam@gmail.com)

6. On receipt of the Document fee via Demand Draft by hand / Courier (or) the Proof of direct Bank transfer via mail, the Employer will hand over the following Bidding documents to the interested bidder:
  - i. One no. of physical copy of Bidding document (excluding Drawings)
  - ii. Pendrive format – Scanned copy of the Bidding Document (including Drawings) & BOQ in Excel format.

*Interested bidders, who wish to collect the bidding document by hand are advised to arrange a laptop themselves to check and receive the pendrive format for all the required bidding document. However, for bidders who deposits the documents fees but unable to collect the physical copies of the bidding document, for them, scanned copy of the Bidding document and protected BOQ in Excel format will be shared via email. The employer shall not be held responsible for any loss of details or any delays caused by the courier. Therefore, the interested bidders are advised to initiate the bid document purchase at the earliest.*

7. Bids must be delivered to the address above on or before 12.00pm IST on **5 January 2026** and must be accompanied by a bid security of 2% of Value of Work as given below.

| Sl. No. | Name of the Work   | Approx. Value of Work inclusive of all applicable taxes (Rs. In Crore.) | Bid Security/EMD          |
|---------|--|---|---------------------------|
| 1       | Construction of District Hospital Blocks at Silchar and Udalguri along with allied buildings involving Civil, MEP Works, External Development Works. | <b>Rs. 1,81,83,80,000/-</b>   | <b>Rs. 3,63,67,600/-.</b> |

8. Bids will be opened in the presence of Bidders' representatives who choose to attend at the offices as specified in the Bidding Document as below:

O/o The Project Director, Assam Health Infrastructure Development & Management Society (AHIDMS), 04<sup>th</sup> Floor, Nayantara Supermarket Building, Sixmile, Guwahati-22  
Email : [jica.pmu.health.assam@gmail.com](mailto:jica.pmu.health.assam@gmail.com)

The Project Director,  
Assam Health Infrastructure Development &  
Management Society (AHIDMS), 04<sup>th</sup> Floor,  
Nayantara Supermarket Building,  
Sixmile, Guwahati-22

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BIDDING DOCUMENT  
for  
**Procurement of Contractor**  
for

**Construction of District Hospital Blocks at  
Silchar and Udalguri, along with allied buildings  
involving Civil, MEP Works, External  
Development Works.**

**IFB No.** : [*insert Invitation for Bid number*]

**Employer** : The Project Director, Assam Health Infrastructure  
Development & Management Society (AHIDMS),  
04th Floor, Nayantara Supermarket Building,  
Sixmile, Guwahati-22

**Country** : India

**JICA Loan No.** : *ID-P 302*

**Project** : Assam Health System Strengthening Project  
(AHSSP)

**Contract** : Construction of District Hospital Blocks at Silchar  
and Udalguri along with allied buildings  
involving Civil, MEP Works, External  
Development Works.



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## PART 1 – Bidding Procedures





# Section I. Instructions to Bidders

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## A. General

### 1. Scope of Bid

- 1.1 In connection with the Invitation for Bids **specified in Section II, Bid Data Sheet (BDS)**, the Employer as **specified in the BDS** located in the country, as **specified in the BDS**, issues this Bidding Document (hereinafter referred to as “Bidding Document”) for the procurement of Works as specified in Section VI, Works Requirements.

The name of the Project and the name of the Contract are **specified in the BDS**.

Bids may also be invited for multiple lots of the Project, as **specified in the BDS**. Bids may be submitted either for individual lots or for multiple lots in any combination.

- 1.2 Throughout this Bidding Document:

- (a) the term “in writing” means communicated in written form and delivered against receipt;
- (b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) “day” means calendar day;
- (d) “firm” means a private entity, a state-owned enterprise or institution; and
- (e) “Joint Venture” or “JV” means any combination of two or more firms in the form of a joint venture, consortium, association or other unincorporated grouping under an existing agreement or with the intention to enter into such an agreement supported by a formal letter of intent.

### 2. Source of Funds

- 2.1 The Borrower **specified in the BDS** has received or has applied for a Japanese ODA Loan from the Japan International Cooperation Agency (hereinafter referred to as “JICA”), with the number, in the amount and on the signed date of the Loan Agreement **specified in the BDS**, towards the cost of the Project. The Borrower intends to apply a portion of the proceeds of the Loan to payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and the applicable Guidelines for Procurement under Japanese ODA

Loans **specified in the BDS**. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

- 2.3 The above Loan Agreement will cover only a part of the project cost. As for the remaining portion, the Borrower, the Project Executing Agency and the Employer will take appropriate measures for finance through other sources **specified in the BDS**.

### 3. Corrupt and Fraudulent Practices

- 3.1 It is JICA's policy to require that the Bidders and the Contractors, as well as the Borrowers, the Project Executing Agencies and the Employers, under contracts funded with Japanese ODA Loans and other Japanese ODA, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:

- (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (b) will recognize a Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the Contractor has engaged in any corrupt or fraudulent practice in competing for, or in executing, another contract funded with Japanese ODA Loans or other Japanese ODA. The list of ineligible firms and individuals is available at the electronic address **specified in the BDS**.
- (c) will recognize a Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Contractor or subcontractor, who has a direct contract with the Contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed. Notwithstanding the foregoing, taking relevant factors such as the status of the project financed by Japanese ODA Loans into account, the Borrower may request JICA's concurrence to recognize, and upon obtaining JICA's prior concurrence, may recognize the eligibility of any Contractor or subcontractor so debarred if, in the Borrower's view, the ineligibility of such Contractor or subcontractor would

result in a clear and substantial disadvantage to the Borrower.

“Cross debarment decisions by the Multilateral Development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April 2010 (as amended from time to time). JICA will recognize the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July 2010, the date on which the World Bank Group started cross debarment, as “cross debarment decisions by the Multilateral Development Banks.” The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted, or the date of the Advertisement for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, (ii) three (3) years have passed since such debarment decision, or (iii) JICA concurs to the eligibility in case of the clear and substantial disadvantage to the Borrower.

If it is revealed that the Contractor was ineligible to be awarded a contract according to above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that a subcontractor, who has a direct contract with the Contractor, has been debarred by the World Bank Group as of the subcontract date, JICA will, in principle, require the Borrower to have the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, (ii) three (3) years have passed since such debarment decision, or (iii) JICA concurs to the eligibility in case of the clear and substantial disadvantage to the Borrower. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the loan or any other remedies on the grounds of contractual

violation.

- 3.2 If the Employer determines, based on reasonable evidence, that any Bidder has engaged in any corrupt or fraudulent practice, the Employer may disqualify such Bidder after notifying the grounds of such disqualification.
- 3.3 Furthermore, the Bidders shall be aware of the provision stated in Sub-Clause 15.6 of the Conditions of Contract.

#### **4. Eligible Bidders**

- 4.1 The Bidder may be a single firm or a JV. In the case of a JV:
  - (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.
  - (b) The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
  - (c) A Bid submitted by a JV shall include a copy of the JV Agreement entered into by all members. Alternatively, a formal letter of intent to enter into a JV in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement. The JV Agreement or the proposed JV Agreement, as the case may be, shall indicate at least the part(s) of the Works to be executed by each member.
- 4.2 The Bidder shall not have a conflict of interest. The Bidder shall be disqualified under any of the circumstances set forth below, where it is determined to have a conflict of interest throughout the bidding/selection process and/or the execution of the Contract unless the conflict has been resolved in a manner acceptable to JICA.
  - (a) A firm shall be disqualified from providing goods or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) only due to the reason that those firms together are performing the Contractor's obligations under a turnkey or design and build contract.

- (b) A firm that has a close business relationship with a professional personnel of the Borrower (or the Project Executing Agency, or the Employer), who are directly or indirectly involved in any part of: (i) the preparation of the Prequalification Document (if any prepared) and/or the Bidding Document for the Contract, (ii) the prequalification evaluation (if any conducted) and/or the Bid evaluation, or (iii) the supervision of such contract, shall be disqualified.
- (c) Based on the “One Bid Per Bidder” principle, which is to ensure fair competition, a firm and any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm shall not be allowed to submit more than one Bid, either individually as a single firm or as a member of a JV. However, this does not limit a firm (including its affiliate) participating in one Bid individually or as a member of a JV and at the same time, the firm (including its affiliate) participating in other Bids as a subcontractor but NOT acting as a specialized subcontractor (refer to ITB16.2). A firm (including its affiliate) acting as a specialized subcontractor or as a subcontractor in any Bid may participate in other Bids as a specialized subcontractor or as a subcontractor.
- (d) A firm having any other form of conflict of interest other than (a) through (c) above shall also be disqualified.

- 4.3 The Bidder shall meet the requirements as to eligibility of the Bidders as specified in Section V, Eligible Source Countries of Japanese ODA Loans.
- 4.4 The Bidder that has been determined to be ineligible by JICA in accordance with ITB 3.1 shall not be eligible to be awarded a Contract.
- 4.5 This bidding is open only to the prequalified Bidders unless **specified in the BDS.**
- 4.6 The Bidder shall provide such evidence of its continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

## 5. Eligible Goods and Services

- 5.1 The goods and services comprising the Works to be supplied under the Contract and financed by JICA shall meet the requirements specified in Section V, Eligible Source Countries of Japanese ODA Loans.

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

- 6. Sections of Bidding Document**
- 6.1 The Bidding Document consists of Parts 1, 2, and 3, which include all the Sections specified below, and which should be read in conjunction with any addenda issued in accordance with ITB 8.
- PART 1 Bidding Procedures**
- Section I. Instructions to Bidders (ITB)
  - Section II. Bid Data Sheet (BDS)
  - Section III. Evaluation and Qualification Criteria (EQC)
  - Section IV. Bidding Forms
  - Section V. Eligible Source Countries of Japanese ODA Loans
- PART 2 Works Requirements**
- Section VI. Works Requirements
- PART 3 Conditions of Contract and Contract Forms**
- Section VII. General Conditions (GC)
  - Section VIII. Particular Conditions (PC)
  - Section IX. Contract Forms
- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Document.
- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document and to furnish with its Bid all information and documentation as is required by the Bidding Document. The information or documentation shall be complete, accurate, current, and verifiable.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 The Bidder requiring any clarification of the Bidding Document shall contact the Employer in writing at the Employer's address **specified in the BDS** or raise its enquiries during the pre-bid meeting if provided for in



accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than fourteen (14) days prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so **specified in the BDS**, the Employer shall also promptly publish its response on the Employer's web page **identified in the BDS**. Should the clarification result in changes to the essential elements of the Bidding Document, the Employer shall amend the Bidding Document following the procedure under ITB 8 and ITB 22.2.

- 7.2 The Bidder is advised to visit and examine the Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a Contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so **specified in the BDS**, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than seven (7) days before the meeting.
- 7.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by the Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**8. Amendment of Bidding Document**

- 8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3. If so **specified in the BDS**, the Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.
- 8.3 To give the Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may extend the deadline for the submission of Bids, pursuant to ITB 22.2.

**C. Preparation of Bids**

**9. Cost of Bidding**

- 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**10. Language of Bid**

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

**11. Documents Comprising the Bid**

- 11.1 The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Bid containing the documents listed in ITB 11.2 and the other the Price Bid containing the documents listed in ITB 11.3, both envelopes enclosed together in an outer single envelope.
- 11.2 The Technical Bid shall comprise the following:
- (a) Letter of Technical Bid, in accordance with ITB 12.1;
  - (b) Bid Security, in accordance with ITB 19;
  - (c) Power of Attorney, authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2 and ITB

20.3;

- (d) copy of the JV Agreement, or Letter of Intent to enter into a JV including a draft agreement in the case of a Bid submitted by a JV in accordance with ITB 4.1;
- (e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted;
- (f) Technical Proposal in accordance with ITB 16;
- (g) Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK), which shall be signed and dated by the Bidder's authorized representative;
- (h) Bidder's Safety Declaration (Form JSSS/BSD); and
- (i) any other document **required in the BDS**.

11.3 The Price Bid shall comprise the following:

- (a) Letter of Price Bid, in accordance with ITB 12;
- (b) Completed Schedules in accordance with ITB 12.1 and ITB 14, including priced Bill of Quantities, and completed Schedule of Adjustment Data (if any required in accordance with ITB 14.5) but excluding any Schedule(s) required in ITB 11.2.
- (c) any other document **required in the BDS**.

## 12. Letter of Bid and Schedules

12.1 The Bidder shall complete the Letters of Technical Bid and Price Bid and the Schedules, including the Bill of Quantities, and the Schedule of Adjustment Data (only if required in ITB 14.5), using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

## 13. Alternatives to the Bid Requirements and Alternative Bids

13.1 **If so specified in the BDS**, alternative times for completion will be permitted, and the method of evaluating different times for completion shall be as specified in Section III, Evaluation and Qualification Criteria.

13.2 **If so specified in the BDS**, alternative Bids will be permitted, and the Bidders, wishing to offer technical alternatives to the Bid requirements, may in addition to the substantially

responsive Bid (hereinafter referred to as “Base Bid”), submit an alternative Bid. The alternative Bid shall be complete with all information necessary for a complete evaluation of the alternative by the Employer including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology and other relevant details.

Only the alternative Bids, if any, submitted by the Bidder whose Base Bid is determined to be the lowest evaluated Bid under ITB 36.1 shall be considered by the Employer.

#### **14. Bid Prices and Discounts**

14.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Price Bid and in the Bill of Quantities shall conform to the requirements specified below.

14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates and/or prices for other items in the Bill of Quantities and will not be paid for separately by the Employer.

For the purpose of evaluation, any item against which no rate or price is entered by the Bidder shall be assumed to be not included in the Bid. However provided that the Bid is determined to be substantially responsive notwithstanding this omission, the average price of the item quoted by the substantially responsive Bidders will be added to the Bid Price and the total cost of the Bid so determined will be used for price comparison.

14.3 The price to be quoted in the Letter of Price Bid, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the Bid.

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

14.5 **Unless otherwise specified in the BDS** and the Conditions of Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and/or

weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

- 14.6 **If so specified in BDS 1.1**, Bids are being invited for multiple lots. The Bidders wishing to offer any discounts (including price reduction) for the award of more than one lot shall specify in their Letter of Price Bid, discounts applicable to such award. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots are opened at the same time.
- 14.7 **Unless otherwise provided in the BDS**, all duties, taxes, and levies payable by the Contractor under the Contract, or for any other cause, as of the date twenty-eight (28) days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.
- 14.8 The exact amounts of the Provisional Sums shall be indicated in the completed Bill of Quantities in the following manner:
- (a) The exact amounts and currencies of the Specified Provisional Sums and contingency allowance, if any, shall be **as specified in the BDS**.
  - (b) The amount of the Provisional Sum, if any, for the Daywork shall be derived by the Bidder (by entering rates and/or prices in the Schedule of Daywork Rates in the Bill of Quantities) and indicated in the Summary of the completed Bill of Quantities.

The Bidder shall be aware of the provisions stated in Sub-Clauses 1.1.4.10, 13.5 and 13.6 of the Conditions of Contract.

## **15. Currencies of Bid and Payment**

- 15.1 The currency(ies) of the Bid shall be **as specified in the BDS**. Payment of the Contract Price shall be made in the currency or currencies in which the Bid Price is expressed in the Bid of the successful Bidder.
- 15.2 The Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data are reasonable.

## **16. Technical Proposal and**

- 16.1 The Bidder shall furnish as part of the Technical Bid, a Technical Proposal including a statement of work methods,

**Subcontractors**

equipment, personnel, schedule, safety plan and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate substantial responsiveness of the Bidder's proposal to meet the Work Requirements and the completion time.

- 16.2 **Unless otherwise stated in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer (nominated Subcontractors).

The Bidder may propose to subcontract any of the key activities for which experience of proposed subcontractors has been evaluated at the Prequalification stage, or otherwise indicated in Section III, Evaluation Qualification Criteria 2.4.2 (b) (specialized subcontractor). In such a case,

- (a) the Bidder may list one or more subcontractor(s) against any of the key activities aforementioned. Quoted rates and prices will be deemed to apply whichever subcontractor is appointed by the Contractor, and no adjustment of the rates and prices will be permitted;
- (b) the Bidder shall clearly identify the proposed subcontractor(s) in Forms ELI-3 and EXP-2(b) in Section IV, Bidding Forms and submit the Schedule of Subcontractors, as part of its Technical Proposal, listing out all subcontractors so proposed; and
- (c) substitution of the proposed subcontractor(s) shall not be allowed after the Bid submission deadline date prescribed by the Employer in accordance with ITB 22.1.

If the prequalification process was conducted prior to the bidding process, the Bidder shall name and list out in the Schedule of Subcontractors, the same subcontractor(s) whose experience in the key activities was evaluated in the prequalification, except only for such changes as are explicitly approved by the Employer in accordance with ITB 17.2.

**17. Documents  
Establishing the  
Qualifications of  
the Bidder**

- 17.1 In accordance with Section III, Evaluation and Qualification Criteria,
- (a) if the prequalification process was conducted prior to the bidding process, the Bidder shall provide in the corresponding information sheets included in Section IV, Bidding Forms, updated information on any assessed aspect to establish that the Bidder continues to meet the criteria used at the time of prequalification, and
  - (b) if the prequalification process was not conducted prior to the bidding process, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

The aforementioned Evaluation and Qualification Criteria contains, among other things, the requirements as to eligibility specified in ITB 4.

- 17.2 Any change in the structure or formation of the Bidder after being prequalified and invited to bid (including, in the case of a JV, any change in the structure or formation of any member thereto) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if:
- (a) such change has not taken place by the free choice of the firms involved;
  - (b) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria set forth in the Prequalification Document; or
  - (c) in the opinion of the Employer, the change may result in a substantial reduction in competition.

Any such change should be submitted to the Employer not later than twenty-eight (28) days before the Bid submission deadline.

**18. Period of Validity  
of Bids**

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the Bid submission deadline date prescribed by the Employer in accordance with ITB 22.1. A Bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request the Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security shall

also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

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

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

In any case, Bid evaluation shall be based on the Bid Price without taking into consideration the effect of the adjustment indicated in the above paragraph.

## 19. Bid Security

19.1 The Bidder shall furnish as part of its Technical Bid, a Bid Security in the amount and currency **specified in the BDS**.

19.2 The Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

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

from a reputable source. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's country, the issuing financial institution shall have a correspondent financial institution located in the Employer's country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of



extension if requested under ITB 18.2.

19.3 Any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

19.4 The Bid Security of all Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document, shall be returned as promptly as possible upon the Employer's notification of such rejection pursuant to ITB 25.8.

The Bid Security of all unsuccessful Bidders (other than those referred in the above paragraph) shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security pursuant to ITB 41.

19.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

19.6 The Bid Security may be forfeited:

(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letters of Technical Bid and Price Bid, or any extension thereto provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 40; or

(ii) furnish a Performance Security in accordance with ITB 41.

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

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

20.1 The Bidder shall prepare one original of the Technical Bid and one original of the Price Bid comprising the documents as described in ITB 11 and clearly mark them "TECHNICAL BID - ORIGINAL" and "PRICE BID - ORIGINAL", as appropriate. Alternative Bids, if permitted in accordance with ITB 13.2, shall be clearly marked "ALTERNATIVE BID - ORIGINAL".

In addition, the Bidder shall submit copies of the Technical and Price Bids, in the number **specified in the BDS** and clearly mark each of them "TECHNICAL BID - COPY", "PRICE

BID - COPY” and “ALTERNATIVE BID - COPY”, as appropriate.

In the event of any discrepancy between the original and the copies, the original shall prevail.

- 20.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall be in the form of a Power of Attorney included in the Technical Bid. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.3 A bid submitted by a JV shall be signed by an authorized representative of the JV accompanied by a Power of Attorney from each member of the JV giving that authorized representative the power to sign on their behalf and legally bind them all. Such power shall also be given by a person duly authorized to do so on behalf of each member evidenced by a Power of Attorney.
- 20.4 Any interlineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
- 20.5 The Bidders shall clearly mark “CONFIDENTIAL” any information which they regard as confidential to their business. Such information may include proprietary information, trade secrets, or commercial or financially sensitive information.

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

### **21. Sealing and Marking of Bids**

- 21.1 The Bidder shall enclose:
  - (a) in a sealed envelope, duly marked as “TECHNICAL BID - ORIGINAL”, all documents comprising the Technical Bid, as described in ITB 11.2;
  - (b) in a sealed envelope, duly marked as “PRICE BID - ORIGINAL”, all documents comprising the Price Bid, as described in ITB 11.3;
  - (c) in sealed envelopes, duly marked as “TECHNICAL BID - COPY”, all required copies of the Technical Bid, sequentially numbered;
  - (d) in sealed envelopes, duly marked as “PRICE BID - COPY”, all required copies of the Price Bid, sequentially numbered; and
  - (e) if alternative Bids are permitted in accordance with ITB

13.2, and if relevant:

- (i) in an envelope marked “ALTERNATIVE BID - ORIGINAL”, the alternative Bid; and
- (ii) in the envelope marked “ALTERNATIVE BID - COPY”, all required copies of the alternative Bid, sequentially numbered.

These envelopes (inner envelopes) containing the original and the copies shall then be enclosed in one single envelope (outer envelope).

21.2 The inner and outer envelopes shall be:

- (a) clearly marked with the name and address of the Bidder;
- (b) addressed to the Employer in accordance with ITB 22.1; and
- (c) clearly marked with the specific identification of this bidding process **specified in BDS 1.1**.

21.3 The outer envelopes and the inner envelopes containing the Technical Bid shall be clearly marked with a warning “NOT TO BE OPENED BEFORE THE TIME AND AND DATE FOR THE OPENING OF TECHNICAL BID”, in accordance with ITB 25.1.

21.4 The inner envelopes containing the Price Bid shall be clearly marked with a warning “NOT TO BE OPENED UNTIL ADVISED BY THE EMPLOYER”, in accordance with ITB 25.7.

21.5 The inner envelopes containing the alternative Bids, if any, shall be clearly marked with a warning “NOT TO BE OPENED UNTIL ADVISED BY THE EMPLOYER”, in accordance with ITB 13.2.

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

## **22. Deadline for Submission of Bids**

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

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

**23. Late Bids**

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

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

- 24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted and prior to the deadline for submission of Bids, by sending a written notice, duly signed by an authorized representative, and shall include a copy of the Power of Attorney in accordance with ITB 20.2 and ITB 20.3. The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective outer envelopes shall be clearly marked “WITHDRAWAL”, “SUBSTITUTION” or “MODIFICATION”, and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

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

**25. Bid Opening**

- 25.1 Except in the cases specified in ITB 23 and ITB 24, the Employer shall publicly open and read out in accordance with ITB 25.5 all Technical Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of the Bidders’ designated representatives and anyone who choose to attend. The Price Bids will remain unopened and will be held in custody of the Employer until the time of their opening to be specified in accordance with ITB 25.7. Alternative Bids, if any, shall remain unopened in accordance with ITB 13.2.

If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid.

- 25.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall

not be opened, but returned to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at the opening of Technical Bids.

25.3 Next, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing Substitution Technical Bid and/or Substitution Price Bid shall be exchanged with the corresponding envelopes being substituted, which are to be returned to the Bidder unopened. Only the Substitution Technical Bid, if any, shall be opened and read out. Substitution Price Bid will remain unopened in accordance with ITB 25.1. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at the opening of Technical Bids.

25.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Bid and/or Price Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at the opening of Technical Bids. Only the Technical Bids, both Original as well as Modification, are to be opened and read out at the opening of Technical Bids. Price Bids, both Original as well as Modification, shall remain unopened in accordance with ITB 25.1.

25.5 Next, all other envelopes holding the Technical Bids shall be opened one at a time, reading out:

- (a) the name of the Bidder;
- (b) whether there is a withdrawal, substitution, or modification;
- (c) whether there is an alternative Bid without opening its envelope;
- (d) the presence or absence of a Bid Security; and
- (e) any other details as the Employer may consider appropriate.

Only Technical Bids read out at Bid opening shall be considered for evaluation. The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum:

- (a) the name of the Bidder;
- (b) whether there is a withdrawal, substitution, or modification;
- (c) whether there is an alternative Bid; and
- (d) the presence or absence of a Bid Security.

The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids in time, and to JICA.

25.7 At the end of the evaluation of the Technical Bids, the Employer will invite the Bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. The opening date should allow the Bidders sufficient time to make arrangements for attending the opening of Price Bids.

25.8 The Employer will notify, in writing, the Bidders who have been rejected on the grounds of their Technical Bids being substantially non-responsive to the requirements of the Bidding Document and/or who have been determined as being disqualified for award, and return their Price Bids unopened together with the Bid Security.

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

25.10 All envelopes containing Price Bids and alternative Bids, if any, shall be opened one at a time, reading out:

- (a) the name of the Bidder;
- (b) whether there is a withdrawal, substitution or modification;

- (c) the total Bid Price including any discounts, and in the case of bidding for multiple lots, the total price for each lot together with the sum of the total prices for all lots including any discounts;
- (d) whether there is an alternative Bid without opening its envelope; and
- (e) any other details as the Employer may consider appropriate.

Only Price Bids and Price Bid discounts read out and recorded at the opening of Price Bids shall be considered for evaluation. The Employer shall neither discuss the merit of any Price Bid nor reject any Price Bid at the Price Bids opening.

25.11 The Employer shall prepare a record of the opening of Price Bids that shall include, as a minimum:

- (a) the name of the Bidder;
- (b) the total Bid Price; including any discounts and alternative Bids; and in the case of bidding for multiple lots, the total price for each lot together with the total price for all lots including any discounts; and
- (c) whether there is an alternative Bid.

The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids in time, and to JICA.

## **E. Evaluation and Comparison of Bids**

### **26. Confidentiality**

26.1 Information relating to the evaluation of Bids and recommendation of Contract award shall not be disclosed to the Bidders or any other persons not officially concerned with the bidding process until information on Contract award is communicated to all Bidders in accordance with ITB 39.

The use by any Bidder of confidential information related to this bidding process may result in the rejection of its Bid.

26.2 Any attempt by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result

in the rejection of its Bid.

- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it shall do so in writing.

**27. Clarification of Bids**

- 27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, giving a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid, including any voluntary increase or decrease in the prices, shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 33.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

**28. Deviations, Reservations, and Omissions**

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

**29. Preliminary Examination of Technical Bids**

- 29.1 The Employer shall examine the Bid to confirm that all documents and information requested in ITB 11.2 have been provided, and to determine the completeness of each document submitted.
- 29.2 The Employer shall confirm that the following documents and information have been provided in the Technical Bid. If any of these documents or information is missing, the Bid shall be rejected.



- (a) Letter of Technical Bid;
- (b) Power of Attorney to commit the Bidder;
- (c) Bid Security; and
- (d) Technical Proposal in accordance with ITB 16.

**30. Qualification of the Bidders**

- 30.1 The Bidders shall substantially meet or exceed the specified qualification requirements. The Employer shall determine to its satisfaction whether the Bidders meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, during the evaluation of Technical Bids. However, if the prequalification process was carried out prior to the bidding process, the Employer may carry out the assessment of the qualification criteria specified in Section III, Evaluation and Qualification Criteria, only for the Bidder who submitted the lowest evaluated and substantially responsive Bid.
- 30.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17. For the purposes of this determination, only the qualification of the legal entity(ies) comprising the Bidder shall be considered. In particular, the qualifications of affiliated entities (such as the parent company(ies), group companies, subsidiaries or other affiliates) shall not be considered unless they are parties to the Bidder under a JV in accordance with ITB 4.1 or as specialized subcontractors to be employed in accordance with ITB 16.2 for the key activities listed in Section III Evaluation and Qualification Criteria 2.4.2(b).
- 30.3 The Employer reserves the right to waive minor (nonmaterial) deviations in the qualification criteria if they do not materially affect the technical capability and financial resources of the Bidder to perform the contract.
- 30.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid.

If the assessment of the Bidder's qualification was conducted only for the lowest evaluated Bidder, in accordance with ITB 30.1, and the result of such assessment is negative, the Employer shall proceed to the next lowest evaluated Bid to make a similar determination.

- 30.5 The subcontractors proposed by the Bidder in its Bid shall meet the eligibility requirements of ITB 4.

Furthermore, if the specialized subcontractor proposed in accordance with ITB 16.2 does not meet the corresponding criteria for the key activities specified in Section III Evaluation and Qualification Criteria 2.4.2(b), the Bidder who proposed such a specialized subcontractor shall be disqualified.

**31. Determination of Responsiveness of Technical Bids**

- 31.1 The Employer's determination of a Technical Bid's responsiveness is to be based on the contents of the Technical Bid itself, as defined in ITB 11.2.

- 31.2 For the purposes of this determination, a substantially responsive Technical Bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the Bidding Document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of the other Bidders presenting substantially responsive Bids

- 31.3 The Employer shall examine the Technical Bid submitted in accordance with ITB 16 and Section III, Evaluation and Qualification Criteria, in particular, to confirm that all requirements of Section VI, Works Requirements have been met without any material deviation, reservation or omission.

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

**32. Nonmaterial Nonconformities**

- 32.1 Provided that a Technical Bid is substantially responsive, the Employer may waive any nonconformities (deviation, reservation or omission) in the Technical Bid.

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

32.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. Adjustment to the rates and prices of the Bill of Quantities shall be made in accordance with ITB 14.2.

### **33. Correction of Arithmetical Errors**

33.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) where there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) where there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) where there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 The Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 33.1, shall result in the rejection of the Bid.

**34. Conversion to Single Currency**

34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as **specified in the BDS**. The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB 33, is denominated to the single currency identified above at the selling rates established for similar transactions by the authority **specified in the BDS** and on the date **stipulated in the BDS**.

**35. Evaluation of Price Bids**

35.1 To evaluate a Price Bid, the Employer shall consider the following:

- (a) the Bid Price, excluding the Specified Provisional Sums and contingency allowance, if any in the Grand Summary of the Bill of Quantities, but including the Provisional Sum for Daywork when priced competitively;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) the additional evaluation factors specified in Section III, Evaluation and Qualification Criteria;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 32.3; and
- (f) converting the amount resulting from applying (a) to (e) above, if relevant, to a single currency in accordance with ITB 34.

35.2 If price adjustment is allowed in accordance with ITB 14.5, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

35.3 In the case of bidding for multiple lots, the lowest evaluated price of the lot(s) shall be determined as specified in Section III, Evaluation and Qualification Criteria.

**36. Comparison of Bids**

36.1 The Employer shall compare the evaluated prices of all substantially responsive Bids established in accordance with ITB 35.1 to determine the lowest evaluated Bid.

36.2 If the Bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the

Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, taking into consideration the schedule of estimated Contract payments, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

- 36.3 In the event of identification of a potentially abnormally low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid Price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Bidding Document.

After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

For the purposes of this ITB 36.3, an abnormally low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid Price.

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

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

## **F. Award of Contract**

**38. Award Criteria**

- 38.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

**39. Notification of Award**

- 39.1 Prior to the expiration of the period of Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter

and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Works (hereinafter and in the Conditions of Contract and Contract Forms called “the Accepted Contract Amount”).

39.2 After a contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:

- (a) name of each Bidder who submitted a Bid;
- (b) Bid Prices as read out at Bid Opening;
- (c) name and address of the successful Bidder; and
- (d) signing date and amount of the contract.

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

#### **40. Signing of Contract**

40.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.

40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

#### **41. Performance Security**

41.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the Conditions of Contract, subject to ITB 36.2 using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s country.

41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose Bid is substantially responsive and is determined by

the Employer to be qualified to perform the Contract satisfactorily.

**42. Notification to  
Unsuccessful  
Bidders and  
Debriefing**

- 42.1 As promptly as possible upon the successful Bidder signing the Contract and furnishing the Performance Security pursuant to ITB 41, the Employer shall notify all unsuccessful Bidders of the results of the bidding.
- 42.2 After receipt of the Employer's notification pursuant to ITB 42.1 above, the unsuccessful Bidders (including those rejected on the grounds of their Technical Bids not being substantially responsive) may request in writing to the Employer a debriefing seeking an explanation of the grounds on which their Bids were not selected. The Employer shall promptly respond in writing to any unsuccessful Bidder who requests a debriefing in accordance with this Clause.





## **Section II. Bid Data Sheet**



## Bid Data Sheet

| A. General                      |   |
|---------------------------------|---|
| <b>ITB 1.1</b>                  | <p>The number of the Invitation for Bids is: AHIDMS/JICA/DH Tender/2025/ECF. No.- 631701/1-2</p> <p>The Employer is: The Project Director, Assam Health Infrastructure Development &amp; Management Society (AHIDMS), 04th Floor, Nayantara Supermarket Building, Sixmile, Guwahati-22 located in India.</p> <p>The Project is: Assam Health System Strengthening Project</p> <p>The name of the Contract is: Construction of District Hospital Blocks at Silchar and Udalguri along with allied buildings involving Civil, MEP Works and External Development Works.</p> <p>The multiple lots of the Project for which the Bids are being invited are: <i>not applicable</i></p> |
| <b>ITB 2.1</b>                  | <p>The Borrower is: Government of India</p> <p>The number of the JICA Loan Agreement is: <i>ID-P 302</i></p> <p>The amount of a Japanese ODA Loan is: <i>Forty Five Billion Six Hundred Five Million Japanese Yen (¥ 45,605,000,000)</i></p> <p>The signed date of the Loan Agreement is: 31st March, 2022</p>  |
| <b>ITB 2.2</b>                  | The applicable Guidelines for Procurement under Japanese ODA Loans are those published in <i>April 2012</i> .   |
| <b>ITB 2.3</b>                  | The other sources of finance are: Government of Assam   |
| <b>ITB 3.1(b)</b>               | The list of ineligible firms and individuals is available at the JICA's website: <a href="http://www.jica.go.jp/english/about/organization/corp_gov/index.html">www.jica.go.jp/english/about/organization/corp_gov/index.html</a>   |
| <b>ITB 3.1(c)</b>               | The list of debarred firms and individuals is available at the World Bank's website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>   |
| <b>ITB 4.5</b>                  | This bidding <i>is not</i> subject to prequalification.   |
| <b>ITB 4.7</b>                  | The bidder shall be ineligible to participate in the bidding if the bidder has not purchased the bidding document from the Employer in accordance with the ITB 6.3.   |
| B. Contents of Bidding Document |   |
| <b>ITB 6.3</b>                  | Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Document, responses to requests for clarification, the minutes of the pre-bid meeting (if any), or addenda to the Bidding Document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail. Bids of Bidders who has not officially purchased the bidding document from the  |

|                               |   |
|-------------------------------|---|
|                               | Employer will be automatically rejected.  |
| <b>ITB 7.1</b>                | <p>For <b><u>clarification purposes</u></b> only, the Employer's address is:</p> <p>Attention: The Project Director, Assam Health Infrastructure Development &amp; Management Society (AHIDMS),</p> <p>Mailing Address: The Project Director, Assam Health Infrastructure Development &amp; Management Society (AHIDMS), 04th Floor, Nayantara Supermarket Building, Sixmile, Guwahati-22</p> <p>Email: jica.pmu.health.assam@gmail.com</p> <p>Responses to any request for clarification, if any, <i>will not</i> be published on the Employer's web page.</p>   |
| <b>ITB 7.4</b>                | <p>A Pre-bid meeting <i>will</i> take place at the following date, time and place:</p> <p>Date : 03.12.2025</p> <p>Time : 12:00 PM</p> <p>Place : The Project Director, Assam Health Infrastructure Development &amp; Management Society (AHIDMS), 04th Floor, Nayantara Supermarket Building, Sixmile, Guwahati-22</p> <p>A site visit at the time of the pre-bid meeting conducted by the Employer <i>will not be</i> organized.</p>  |
| <b>ITB 8.2</b>                | Addenda, if any, <i>will not</i> be published on the Employer's web page  |
| <b>C. Preparation of Bids</b> |   |
| <b>ITB 10.1</b>               | The language of the Bid is: <i>English</i>  |
| <b>ITB 11.2 (i)</b>           | The Bidder shall submit the following additional documents in its Technical Bid: <i>none</i>  |
| <b>ITB 11.3 (c)</b>           | The Bidder shall submit the following additional documents in its Price Bid: <i>none</i>  |
| <b>ITB 13.1</b>               | Alternative times for completion <i>will not be</i> permitted.  |
| <b>ITB 13.2</b>               | Alternative Bids <i>will not be</i> permitted.  |
| <b>ITB 14.5</b>               | The prices quoted by the Bidder shall: <i>be adjustable</i>   |
| <b>ITB 14.7</b>               | <p>There is no exemption of import duties or tax exemption for the contractor's equipment including essential spare parts. The contractor is responsible for including all duties, taxes (except GST) and other levies payable under the contract in the bid price. In the event of any change in the rate of GST, necessary adjustments shall be made in the invoice statements submitted after the effective date of revision in GST. <b>All rates quoted for individual items shall be excluding GST. There is no exemption or reimbursement on taxes and duties for the project. The contractor is responsible for including all duties, taxes (except GST) and other levies payable under the contract in the bid price. In the event of any change in the rate of</b></p> |

|                                    | <p><b>GST, necessary adjustments shall be made in the invoice statements submitted after the effective date of revision in GST. All rates quoted for individual items shall be excluding GST.</b></p> <p><b>At the time of signing of the Contract Agreement, the Employer shall add the GST at prevailing rates over and above the quoted rate as indicated in the Price Bid.</b></p> <p><b>The Employer shall pay Goods and Services Tax (GST) payable on submission of approved Tax Invoice. However, Contractor shall submit quarterly CA Certificate with UDIN certifying that the GST component charged to the Employer by the Contractor has been timely and completely discharged by the Contractor.</b></p> <p><b>Non-submission of such CA Certificate shall entitle the Employer to withhold any further payment of GST component to the Contractor.</b></p> |                     |             |        |  |       |         |   |               |                     |   |                                    |  |                     |   |
|------------------------------------|---|---------------------|-------------|--------|--|-------|---------|---|---------------|---------------------|---|------------------------------------|--|---------------------|---|
| <b>ITB 14.8</b>                    | <p>The Amounts and Currencies of the Specified Provisional Sums shall be as follows:</p> <table><tr><th rowspan="2">Item No.</th><th rowspan="2">Description</th><th colspan="2">Amount</th></tr><tr><th>Local</th><th>Foreign</th></tr><tr><td>1</td><td>Dispute Board</td><td><b>INR.1.08 Cr.</b></td><td>-</td></tr><tr><td colspan="2">Total - Specified Provisional Sums</td><td><b>INR.1.08 Cr.</b></td><td>-</td></tr></table> <p>Contingency allowance shall be as follows:</p> <p><b>20%</b> of the Bid Price in the currency or currencies in which the Bid Price is expressed in the Bid submitted by the Bidder.</p> <p>This percentage of contingency allowance shall cover quantities and work contingencies and also price contingencies (Price adjustment provisions as per ITB 14.5)</p>   | Item No.            | Description | Amount |  | Local | Foreign | 1 | Dispute Board | <b>INR.1.08 Cr.</b> | - | Total - Specified Provisional Sums |  | <b>INR.1.08 Cr.</b> | - |
| Item No.                           | Description   |                     |             | Amount |  |       |         |   |               |                     |   |                                    |  |                     |   |
|                                    |   | Local               | Foreign     |        |  |       |         |   |               |                     |   |                                    |  |                     |   |
| 1                                  | Dispute Board   | <b>INR.1.08 Cr.</b> | -           |        |  |       |         |   |               |                     |   |                                    |  |                     |   |
| Total - Specified Provisional Sums |   | <b>INR.1.08 Cr.</b> | -           |        |  |       |         |   |               |                     |   |                                    |  |                     |   |
| <b>ITB 15.1</b>                    | <p>The currency(ies) of the Bid shall be as described below:</p> <p>(a) the inputs to the Works that the Bidder expects to supply from within the Employer’s country shall be quoted in Indian Rupees (INR), referred to as “the local currency”, with no decimal place(s); and</p> <p>(b) the inputs to the Works that the Bidder expects to supply from outside the Employer’s country (referred to as “the foreign currency”), shall be quoted in:</p> <p>(i) Japanese Yen (JPY), with no decimal places; and/or</p> <p>(ii) United States Dollar (USD) to two decimal place(s).</p>   |                     |             |        |  |       |         |   |               |                     |   |                                    |  |                     |   |
| <b>ITB 16.2</b>                    | <p>At this time the Employer <i>does not intend</i> to execute certain specific parts of the Works by subcontractors (i.e.: nominated Subcontractors) selected in advance.</p>  |                     |             |        |  |       |         |   |               |                     |   |                                    |  |                     |   |
| <b>ITB 18.1</b>                    | <p>The Bid validity period shall be 120 days.</p>   |                     |             |        |  |       |         |   |               |                     |   |                                    |  |                     |   |
| <b>ITB 18.3 (a)</b>                | <p><i>This BDS 18.3(a) is not applicable.</i></p>   |                     |             |        |  |       |         |   |               |                     |   |                                    |  |                     |   |

|   |   |
|---|---|
| <b>ITB 19.1</b>                             | The amount and currency of the Bid Security shall be Rs. 3,63,67,600/-  |
| <b>ITB 19.2 (d)</b>                         | Other types of acceptable securities: <i>none</i>   |
| <b>ITB 20.1</b>                             | <p>In addition to the original of the Bid, the number of copies is:</p> <p><b>Two hard copies (Both Technical Bid &amp; Financial Bid) + One soft copy (Only Technical Bid)</b> in Pen-drive format to be submitted/ dropped in the tender box in the office of The Project Director, Assam Health Infrastructure Development &amp; Management Society (AHIDMS), 04th Floor, Nayantara Supermarket Building, Sixmile, Guwahati-22 during the office hours on or before the last date of submission of the bid.</p> <p><b>Price bid should not be submitted in Pen-drive format.</b></p> <p><b>Soft copy</b> in pen drive should comprise only Technical bid in PDF format (Scanned copy of the Original Technical Bid with seal &amp; signature of the Authorized signatory in each page) along with technical bid cover.</p> |
| <b>D. Submission and Opening of Bids</b>    |   |
| <b>ITB 22.1</b>                             | <p>For <b><u>Bid submission purposes</u></b> only, the Employer's address is:</p> <p>Attention: The Project Director, Assam Health Infrastructure Development &amp; Management Society (AHIDMS)</p> <p>Mailing Address: The Project Director, Assam Health Infrastructure Development &amp; Management Society (AHIDMS), 04th Floor, Nayantara Supermarket Building, Sixmile, Guwahati-22</p> <p><b>The deadline for Bid submission is:</b></p> <p>Date: 5 January 2026</p> <p>Time: 12.00 p.m. IST</p>   |
| <b>ITB 25.1</b>                             | <p>The Technical Bid opening shall take place at:</p> <p>O/o The Project Director, Assam Health Infrastructure Development &amp; Management Society (AHIDMS), 04th Floor, Nayantara Supermarket Building, Sixmile, Guwahati-22</p> <p>Date: 5 January 2026</p> <p>Time: 3.30 p.m.</p>   |
| <b>E. Evaluation and Comparison of Bids</b> |   |
| <b>ITB 34.1</b>                             | <p>The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid Prices expressed in various currencies into a single currency is: Indian Rupee (INR)</p> <p>The source of exchange rate shall be: Reserve Bank of India</p> <p>The date for the exchange rate shall be: 30 days prior to the date of Bid opening specified in ITB 25.1</p>   |

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





## **Evaluation and Qualification Criteria**

### **1. Evaluation**

#### **1.1 Evaluation of Technical Bid**

The evaluation of the Technical Bids consists of the following:

- (a) assessment of the qualification of the Bidder to perform the Contract satisfactorily, in accordance with ITB 30. The qualification criteria for the purpose of this assessment have been described in detail under item 2 (*Qualification*) below.
- (b) determination of the substantial responsiveness of the Technical Bid in accordance with ITB 31. The evaluation criteria for the purpose of this determination have been described herein under.

Determination of the substantial responsiveness of the Technical Bid includes, among other things, an assessment of the adequacy of the Bidder's Technical Proposal, during which the Bidder's technical capacity to complete the Works will be assessed in terms of the following. Based on such assessment, the Employer will determine whether the Technical Proposal is substantially responsive to the requirements stipulated in Section VI, Work's Requirements.

- (i) mobilisation of key construction equipment and personnel for the execution of the Works.
- (ii) adequately supervising and controlling the execution of the Works by the appropriate allocation of staff.
- (iii) planning and scheduling of all work activities in such a manner that the Works will be completed on time and meet with all Contract requirements.
- (iv) execution of the Works fully in accordance with all Contract requirements including but not limited to work methods, material sourcing, etc.
- (v) carrying out all operations for the execution of the Works safely and in an environmental friendly manner.

**1.1.1 Personnel**

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

| Sl. No. | Position                               | Nos. | Minimum Education Qualification  | Minimum Number of Years |                       |
|---------|--|------|--|-------------------------|-----------------------|
|         |  |      |  | Similar Positions       | Total Work Experience |
| 1       | Project Manager - Civil                | 1    | - Master's in Civil / Construction management / Structural Engg.<br>- Bachelor's in Civil Engg.            | <u>15 years</u>         | <u>25 years</u>       |
| 2       | Construction Manager- Civil            | 2    | - Preferably Master's in Civil / Construction management / Structural Engg.<br>- Bachelor's in Civil Engg. | <u>12 years</u>         | <u>20 years</u>       |
| 3       | Construction Manager – E&M             | 2    | Bachelor's in Electrical/ Mechanical Engg.   | <u>12 years</u>         | <u>20 years</u>       |
| 4       | Environmental, Health & Safety Manager | 2    | Preferably Master's / Bachelor's in Environmental Engineering  | <u>8 years</u>          | <u>12 years</u>       |

Alternative candidates for key positions shall not be evaluated.

The Bidder shall provide details of the proposed personnel for the Contract together with their experience records in Form PER-1 and Form PER-2 in Section IV, Bidding Forms.

**1.1.2 Construction Equipment**

The Bidder must demonstrate that it has the key construction equipment for the work listed hereafter:

| No. | Equipment Type and Required Performance Characteristics   | Minimum Requirement per Site location (Number of Units) | Minimum Requirement for the work (Number of Units) |
|-----|---|---|--|
| 1   | Centralized concrete batch mix plant of capacity 30 cum per hour (fully automatic with computer control) within the site. | 01  | 02   |
| 2   | Pile Rig Machine  | 02  | 4  |

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

**1.1.3 Other Evaluation Criteria**

N/A

**1.2 Evaluation of Price Bid**

In addition to the criteria listed in ITB 35.1 (a) – (c), (e) and (f), the following criteria shall apply:

**1.2.1 Other Evaluation Criteria (ITB 35.1(d))**

N/A

**1.2.2 Award Criteria for Multiple Lots (ITB 35.3)**

N/A

**1.3 Alternative Times for Completion (ITB 13.1)**

Time for Completion of the Works shall be: **30 (Thirty) Months**. No credit will be given for earlier completion.

## 2. Qualification

### (I) Qualification of the Bidder but not of that of Bidder's Affiliate

It is the legal entity or entities comprising the Bidder (which is/are party to the Bidder under a JV or as subcontractors to be employed for the key activities listed in this Section), and not the Bidder's parent company(ies), group companies, subsidiaries, or other affiliates, that must satisfy the qualification criteria.

### (II) Exchange Rate for Qualification Criteria

Wherever a Form in Section IV, Bidding Forms, requires the Bidder to state a monetary amount, the Bidder should indicate the USD equivalent using the rate of exchange determined as follows:

- (a) For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar or fiscal year, as applicable.
- (b) Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source **identified in BDS 34.1** or, in case such rates are not available in the source identified above, any other publicly available source acceptable to the Employer. Any error in determining the exchange rates may be corrected by the Employer.

### (III) Qualification Criteria for Award of Multiple Lots

*N/A*

## 2.1 Eligibility

| Eligibility and Qualification Criteria |                      |  |                       | Compliance Requirements                 |                       |               | Documentation                                      |
|--|----------------------|--|-----------------------|---|-----------------------|---------------|--|
| No.                                    | Factor               | Requirement  | Single Firm           | Joint Venture<br>(existing or intended) |                       |               | Submission<br>Requirements                         |
|  |                      |  |                       | All Members<br>Combined                 | Each<br>Member        | One<br>Member |  |
| 2.1.1                                  | Nationality          | Nationality in accordance with ITB 4.3                               | Must meet requirement | N/A                                     | Must meet requirement | N/A           | Forms ELI –1 and 2 <sup>(i)</sup> with attachments |
| 2.1.2                                  | Conflict of Interest | No conflicts of interest in ITB 4.2                                  | Must meet requirement | N/A                                     | Must meet requirement | N/A           | Letter of Technical Bid                            |
| 2.1.3                                  | JICA Ineligibility   | Not having been declared ineligible by JICA, as described in ITB 4.4 | Must meet requirement | N/A                                     | Must meet requirement | N/A           | Letter of Technical Bid Form ACK                   |

Notes for the Bidders  
 (i) ELI -2 is required only if the Bidder is a JV.

## 2.2 Historical Contract Non-Performance and Litigation

| Eligibility and Qualification Criteria |                                     |  |                                       | Compliance Requirements                 |                                       |               | Documentation              |
|--|-------------------------------------|--|---------------------------------------|---|---------------------------------------|---------------|----------------------------|
| No.                                    | Factor                              | Requirement  | Single Firm                           | Joint Venture<br>(existing or intended) |                                       |               | Submission<br>Requirements |
|  |                                     |  |                                       | All Members<br>Combined                 | Each<br>Member                        | One<br>Member |                            |
| 2.2.1                                  | History of Non-Performing Contracts | Non-performance of a contract <sup>(i)</sup> did not occur as a result of contractor's default since <b>1<sup>st</sup> January 2020</b> .  | Must meet requirement <sup>(ii)</sup> | N/A                                     | Must meet requirement <sup>(ii)</sup> | N/A           | Form CON                   |
| 2.2.2                                  | Pending Litigation                  | Bidder's financial position and prospective long-term profitability still sound according to criteria established in 2.3.1 below and assuming that all pending litigation will be resolved against the Bidder. | Must meet requirement <sup>(ii)</sup> | N/A                                     | Must meet requirement <sup>(ii)</sup> | N/A           | Form CON                   |
| 2.2.3                                  | Litigation History                  | No consistent history of court orders <sup>(iii)</sup> against the Bidder since <b>1<sup>st</sup> January 2020</b> .   | Must meet requirement <sup>(ii)</sup> | N/A                                     | Must meet requirement <sup>(ii)</sup> | N/A           | Form CON                   |

**Notes for the Bidders**

(i) Non-performance, as decided by the Employer, shall include all contracts:

- (a) where non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and
- (b) that were so challenged but fully settled against the contractor.

Non-performance shall not include contracts where Employer's decision was overruled by the dispute resolution mechanism. Moreover, non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

(ii) This requirement also applies to contracts executed by the Bidder as a JV member.

| Eligibility and Qualification Criteria |        |             |             | Compliance Requirements                 |                |               | Documentation   |
|--|--------|-------------|-------------|---|----------------|---------------|---|
| No.                                    | Factor | Requirement | Single Firm | Joint Venture<br>(existing or intended) |                |               | Submission<br>Requirements  |
|  |        |             |             | All Members<br>Combined                 | Each<br>Member | One<br>Member |   |
|  |        |             |             |   |                |               | (iii) The Bidder shall provide accurate information on the related Bidding Form about any litigation resulting from contracts completed or ongoing under its execution over the last five (5) years. A consistent history of court orders against the Bidder or any member of a joint venture may result in failure of the Bid. |

## 2.3 Financial Situation and Capabilities

| Eligibility and Qualification Criteria |                         |  |                       | Compliance Requirements                 |                                  |               | Documentation                  |
|--|-------------------------|--|-----------------------|---|----------------------------------|---------------|--------------------------------|
| No.                                    | Factor                  | Requirement  | Single Firm           | Joint Venture<br>(existing or intended) |                                  |               | Submission<br>Requirements     |
|  |                         |  |                       | All Members<br>Combined                 | Each<br>Member                   | One<br>Member |                                |
| 2.3.1                                  | Financial Performance   | <p>The financial statements for the last <b>5 (Five)</b> years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.</p> <p><b>Profit/Loss:</b> The Bidder should not have incurred any loss (Profit after tax should be positive) in more than two years during the available last five consecutive financial years.</p> | Must meet requirement | N/A                                     | Must meet requirement            | N/A           | Form FIN –1 with attachments   |
| 2.3.2                                  | Average Annual Turnover | Average annual financial turnover on construction works should be at least <b>USD 13.02 million</b> , during the immediate last three consecutive financial years. The turnover should be of the Bidding company and not for Group company or subsidiary company etc.  | Must meet requirement | Must meet requirement                   | Must meet 30% of the requirement | N/A           | Form FIN –2                    |
| 2.3.3                                  | Financial Capabilities  | i) <b>Solvency Certificate:</b> The bidder should have a   | Must meet requirement | Must meet requirement                   | N/A                              | N/A           | Form FIN –3, FIN –4 & Solvency |



| Eligibility and Qualification Criteria |        |  |             | Compliance Requirements                 |                |               | Documentation              |
|--|--------|--|-------------|---|----------------|---------------|----------------------------|
| No.                                    | Factor | Requirement  | Single Firm | Joint Venture<br>(existing or intended) |                |               | Submission<br>Requirements |
|  |        |  |             | All Members<br>Combined                 | Each<br>Member | One<br>Member |                            |
|  |        | Solvency of <b>USD 9.76 Million</b> , certified by his bankers for this work. (Banker's certificates shall be on letter head of the bank, self attested and shall have been issued within six months from the original last date of submission of the application) |             |   |                |               | Certificate from Banker    |

## 2.4 Experience

| Eligibility and Qualification Criteria |                                     |  | Compliance Requirements |   |                       |            | Documentation                  |
|--|-------------------------------------|--|-------------------------|---|-----------------------|------------|--------------------------------|
| No.                                    | Factor                              | Requirement  | Single Firm             | Joint Venture<br>(existing or intended) |                       |            | Submission<br>Requirements     |
|  |                                     |  |                         | All Members<br>Combined                 | Each<br>Member        | One Member |                                |
| 2.4.1                                  | General Experience                  | Continuous experience under construction contracts in the role of prime contractor <sup>(i)</sup> (single firm or JV member) or subcontractor between 1 <sup>st</sup> January 2020 and the Bid submission deadline.  | Must meet requirement   | N/A                                     | Must meet requirement | N/A        | Form EXP –1                    |
| 2.4.2                                  | Specific Experience <sup>(iv)</sup> | <p>The bidder should meet the following minimum eligibility criteria:</p> <p>a) Experience of having successfully completed<sup>(ii)</sup> works as (Single firm or JV firm)<sup>(iii)</sup> during the last 10 years ending the previous day to the last date of submission of tender. For this purpose, cost of work shall mean gross value of the completed work including cost of material supplied by the respective client but excluding those supplied by the client free of cost:</p> <p><b>i) Three similar completed works</b>, each cost not less</p> | Must meet requirement   | Must meet requirement <sup>(v)</sup>    | N/A                   | N/A        | Form EXP –2(a) with attachment |

| Eligibility and Qualification Criteria |        |  |             | Compliance Requirements                 |                |            | Documentation              |
|--|--------|--|-------------|---|----------------|------------|----------------------------|
| No.                                    | Factor | Requirement  | Single Firm | Joint Venture<br>(existing or intended) |                |            | Submission<br>Requirements |
|  |        |  |             | All Members<br>Combined                 | Each<br>Member | One Member |                            |
|  |        | <p>than the amount equal to<br/><b>USD. 8.54 Million</b></p> <p>(OR)</p> <p>ii) <b>Two similar completed works</b>, each cost not less than the amount equal to<br/><b>USD. 12.82 Million</b></p> <p>(OR)</p> <p>iii) <b>One similar completed works</b>, each cost not less than the amount equal to<br/><b>USD. 17.10 Million</b></p> <p>“<b>Similar Work</b>” shall mean Construction of Non-Residential and Non-Industrial building Project(s) with minimum one work of at least Five storey building including work of specialised E&amp;M services of sub-station &amp; HVAC for Government Organizations/Semi Government Organizations of Central or State Government; or by Public Sector Undertakings/ Autonomous Bodies of Central/State Government or their subsidiaries. For this purpose each basement, stilt</p> |             |   |                |            |                            |

| Eligibility and Qualification Criteria |        |   | Compliance Requirements |   |                |            | Documentation              |
|--|--------|---|-------------------------|---|----------------|------------|----------------------------|
| No.                                    | Factor | Requirement   | Single Firm             | Joint Venture<br>(existing or intended) |                |            | Submission<br>Requirements |
|  |        |   |                         | All Members<br>Combined                 | Each<br>Member | One Member |                            |
|  |        | <p>constructed with the building shall be construed as a storey. Machine room and mumty shall not be counted as a storey.</p> <p><b>AND</b></p> <p><b>iv)</b> The bidder should have satisfactorily completed one <b>Hospital Project of minimum 150 beds</b> comprising construction of RCC framed structure including finishing works, water supply and sanitary installations, electrical works, fire-fighting, LV works and HVAC all composite executed under one contract for Government Organizations/Semi Government Organizations of Central or State Government; or by Public Sector Undertakings/ Autonomous Bodies of Central/State Government or their subsidiaries.</p> <p>For all the above requirement, Experience should be in the name of the bidding company and not in</p> |                         |   |                |            |                            |

| Eligibility and Qualification Criteria |        |                                      |             | Compliance Requirements                 |                |            | Documentation              |
|--|--------|--------------------------------------|-------------|---|----------------|------------|----------------------------|
| No.                                    | Factor | Requirement                          | Single Firm | Joint Venture<br>(existing or intended) |                |            | Submission<br>Requirements |
|  |        |                                      |             | All Members<br>Combined                 | Each<br>Member | One Member |                            |
|  |        | subsidiary/<br>company/group<br>etc. |             |   |                |            |                            |
|  |        | <b>(b) NOT APPLICABLE</b>            | N/A         | N/A                                     | N/A            | N/A        | N/A                        |

**Notes for the Bidders**

(i) For the purposes of this criterion, a 'management contractor' is also considered as a prime contractor. A firm which takes on the role of contract management is referred herein as 'management contractor'. A management contractor does not normally perform directly the construction work(s) associated with the contract. Rather, it manages the work of other (sub) contractors while bearing full responsibility and risk for price, quality, and timely performance of the work contract.

(ii) Completion shall be evidenced by submission of copy of end-user certificates such as Taking-over Certificates and Completion Certificates as required to be submitted as attachment to Form EXP-2(a) or Form EXP-2(b) of Section IV, Bidding Forms.

(iii) For contracts under which the Bidder participated as a JV member, only the Bidder's share, by value, shall be considered to meet this requirement.

(iv) In support of having completed above works, attach copies of the completion certificate from the owner/client or Executing Agency certified by officer not below the rank of Executive Engineer indicating the name of work, the description of work done by the Bidder, date of start, date of completion (contractual & actual) and contract value as awarded and as executed by the Bidder.

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



## **Section IV. Bidding Forms**





**Technical Bid**

- (a) **Letter of Technical Bid**, in accordance with ITB 12.1.
- (b) **Bid Security**, in accordance with ITB 19.
- (c) Power of Attorney, authorizing the signatory of the Bids to commit the Bidder, in accordance with ITB 20.2 and ITB 20.3.
- (d) Copy of the JV Agreement, or Letter of Intent to enter into a JV including a draft agreement in the case of a Bid submitted by a JV in accordance with ITB 4.1.
- (e) Documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications to perform the Contract if its Bid is accepted.
  - i. **Form ELI -1: Bidder Information Form.**
  - ii. **Form ELI -2: JV Member Information Form.**
  - iii. **Form ELI -3: Subcontractor Information Form.**
  - iv. **Form CON: Historical Contract Non-Performance and Litigation.**
  - v. **Form FIN -1: Financial Situation.**
  - vi. **Form FIN -2: Average Annual Turnover.**

- vii. **Form FIN -3: Financial Resources.**
- viii. **Form FIN -4: Current Contract Commitments.**
- ix. **Form EXP -1: General Experience. \***
- x. **Form EXP -2(a): Specific Experience. \***
- xi. **Form EXP -2(b): Experience in Key Activities. \***
- (f) Technical Proposal in accordance with ITB 16.
  - i. **Site Organization.**
  - ii. **Method Statement.**
  - iii. **Mobilization Schedule.**
  - iv. **Construction Schedule.**
  - v. **Health and Safety Plan.**
  - vi. **Environmental Plan.**
  - vii. **Schedule of Subcontractors.**
  - viii. **Form PER -1: Proposed Personnel.**
  - ix. **Form PER -2: Resume of Proposed Personnel.**
  - x. **Form EQU: Construction Equipment.**
- (g) **Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans (Form ACK)** which shall be signed and dated by the Bidder's authorized representative.
- (h) **Any other document required in BDS 11.2(i).**

**Price Bid**

- (a) **Letter of Price Bid**, in accordance with ITB 12.1.
- (b) Completed Schedules in accordance with ITB 12.1 and 14, including priced **Bill of Quantities**, and completed **Schedule of Adjustment Data**, (if any required to be submitted under ITB 14.5) but excluding any Schedule(s) required in ITB 11.2.
- (c) **Any other document required in BDS 11.3(c).**



## Table of Forms

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***[Prepare this Letter of Technical Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.]***

## **Letter of Technical Bid**

Date : *[insert date of Bid submission]*  
IFB No. : *[insert Invitation for Bid number]*  
Project : *[insert name of Project]*  
Contract : *[insert name of Contract]*

To: *[insert full name of Employer]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including addenda issued in accordance with Instructions to Bidders (ITB) 8: *[insert the number and issuing date of each addendum]*;
- (b) We, including subcontractors meet the eligibility requirements in accordance with ITB 4 and ITB 5;
- (c) We, including subcontractors have no conflict of interest in accordance with ITB 4;
- (d) We offer to execute in conformity with the Bidding Document the following Works: *[insert a brief description of the Works]*;
- (e) Our Bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We are not participating, as a Bidder or as a subcontractor, in more than one Bid in this bidding process in accordance with ITB 4.2(c); and
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud or corruption.

Name of the Bidder<sup>1</sup> *[insert name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder<sup>2</sup> *[insert complete name of person duly authorized to sign the Bid]*

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

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

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

Notes for the Bidders

1. In the case of a Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.
2. Person signing the Bid shall have the Power of Attorney given by the Bidder to be included in the Technical Bid.

**[Prepare this Letter of Price Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.]**

## Letter of Price Bid

Date : [insert date of Bid submission]  
IFB No. : [insert Invitation for Bid number]  
Project : [insert name of Project]  
Contract : [insert name of Contract]

To: [insert full name of Employer]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including addenda issued in accordance with Instructions to Bidders (ITB) 8: [insert the number and issuing date of each addendum];
- (b) We offer to execute in conformity with the Bidding Document and Technical Bid the following Works: [insert a brief description of the Works];
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is:  
[In case of only one lot, insert the total Bid Price in words and figures, indicating the amounts in the respective currencies.]

[In case of multiple lots, insert:

- (i) the total price of each lot; and
- (ii) the sum of the total prices of all lots];  
indicating the amounts in the respective currencies.];

- (d) The discounts offered and the methodology for their application are:

The discounts offered are: [specify in detail each discount offered]

The exact method of calculations to determine the net price after application of discounts is shown below: [specify in detail the method that shall be used to apply the discounts];

- (e) Our Bid shall be valid for a period of [specify the number of calendar days] days from the date fixed for the Bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (g) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder<sup>1</sup> [*insert name of the Bidder*]

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

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

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

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

#### Notes for the Bidders

1. In the case of a Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder.

## Schedule of Adjustment Data

Table A. Local Currency

| (i)        | (ii)                            | (iii)   | (iv)                         |      | (v)                                       | (vi)   |
|------------|---------------------------------|---|------------------------------|------|---|--|
| Index Code | Index Description               | Source of Index   | Base Cost Index <sup>3</sup> |      | Total Amount <sup>1</sup><br>(Each Index) | Bidder's proposed weightin<br>g <sup>2</sup> |
|            |                                 |   | Value                        | Date |   |  |
| <b>A</b>   | a. (Fixed) Non-adjustable       | —   | —                            | —    |   | <u>a: 0.15</u>                               |
| <b>B</b>   | b. Labour                       | Minimum daily wage in rupees of an unskilled adult mazdoor, fixed under any law, statutory rule or order                        |                              |      |   | <u>b: 0.20 - 0.30</u>                        |
| <b>C</b>   | c. Cement                       | Wholesale price index for Pozzolana Cement published by office of the Economic Adviser  |                              |      |   | <u>c: 0.08 - 0.10</u>                        |
| <b>D</b>   | d. Steel                        | Wholesale price index for Mild steel –long products published by office of the Economic Adviser                                 |                              |      |   | <u>d: 0.10 - 0.15</u>                        |
| <b>E</b>   | e. Other construction materials | Price Index for civil components of other construction materials as issued by the office of CE CSQ (Civil) or successor of CPWD |                              |      |   | <u>e: 0.25 - 0.30</u>                        |



|              |                            |  |  |  |  |                       |
|--------------|----------------------------|--|--|--|--|-----------------------|
| <b>F</b>     | f. Electrical & Mechanical | Price Index for E&M components of other construction materials as issued by the office of CE CSQ (Electrical) or successor of CPWD |  |  |  | <u>f: 0.15 – 0.20</u> |
| <b>Total</b> |                            |  |  |  |  | <b>1.00</b>           |

Notes for the Bidders

1. The Bidder shall fill in column (v), the Total Amount of each index component (i.e.: labour, material, equipment, etc as stated in column (ii)) quoted in the local currency.  
The Total Amount of the relevant “*Non-adjustable*” component shall also be indicated in the corresponding cell in column (V).
2. The Bidder shall specify a value within the ranges given by the Employer in ‘b’, ‘c’, ‘d’ and ‘e’ of column (vi), so that the total weighting equals 1.00.
3. The Values and the Dates of the Base Cost Index(ices) will be provided by the Employer prior to contract signing.

Table B. Foreign Currency<sup>1</sup>Payment Currency<sup>2</sup>: \_\_\_\_\_

| (i)          | (ii)                            | (iii)                        | (iv)                         |      | (v)                                   |        | (vi)                                   |        | (vii)                                    |
|--------------|---------------------------------|------------------------------|------------------------------|------|---------------------------------------|--------|--|--------|--|
| Index Code   | Index Description               | Source of Index <sup>3</sup> | Base Cost Index <sup>4</sup> |      | Total in Source Currency <sup>5</sup> |        | Total in Payment Currency <sup>6</sup> |        | Bidder's proposed weighting <sup>7</sup> |
|              |                                 |                              | Value                        | Date | Currency                              | Amount | Exchange Rate                          | Amount |  |
| <b>A</b>     | a. (Fixed) Non-adjustable       | —                            | —                            | —    | —                                     | —      |  |        | a: <u>0.15</u>                           |
| <b>B</b>     | b. Labour                       |                              |                              |      |                                       |        |  |        | b: <u>0.20</u> - <u>0.30</u>             |
| <b>C</b>     | c. Cement                       |                              |                              |      |                                       |        |  |        | c: <u>0.08</u> - <u>0.10</u>             |
| <b>D</b>     | d. Steel                        |                              |                              |      |                                       |        |  |        | d: <u>0.10</u> - <u>0.15</u>             |
| <b>E</b>     | e. Other construction materials |                              |                              |      |                                       |        |  |        | e: <u>0.25</u> - <u>0.30</u>             |
| <b>F</b>     | f. Electrical & Mechanical      |                              |                              |      |                                       |        |  |        | f: <u>0.15</u> - <u>0.20</u>             |
| <b>Total</b> |                                 |                              |                              |      |                                       |        |  |        | <b>1.00</b>                              |

Notes for the Bidders

1. If so provided in BDS 15.1, the Bidder may quote in more than one foreign currency and, then this table should be repeated for each of those foreign currencies.
2. The Bidder shall indicate at the top of the table, the foreign payment currency.
3. The Bidder shall indicate the source of each index in column (iii).
4. The Bidder may leave the Values and the Dates of the Base Cost Indices in column (iv) blank. If they are not available prior to submission of the Bid, due to absence of the relevant publication. However, the Bidder shall provide such Values and Dates prior to contract signing.
5. The Bidder shall fill in Column (v), the Total Amount of each index component (i.e.: labour, material, equipment, etc as stated in column (ii)) to be procured in a particular Source Currency.

For the purposes of this Schedule, the “Source Currency” of any index component means the currency, in which that index component is intended to be procured by the Bidder.

If the Source Currency of any index component is as same as the Payment Currency of this table, the Bidder may leave the corresponding cell of column (v) blank.

6. The Bidder shall derive the Total Amount in Payment Currency in Column (vi) by applying the exchange rate prevailing on the Base Date (as defined in GC Sub-Clause 1.1.3.1), as published by the central bank of the country of the source currency, to the Total Amount in Source Currency in column (v).

The Total Amount of the “*Non-adjustable*” component quoted in the subject foreign currency shall also be indicated in the corresponding cell in column (V).

7. The Bidder shall specify a value within the ranges given by the Employer in ‘b’, ‘c’, ‘d’ and ‘e’ of column (vii), so that the total weighting equals 1.00.

## **Bill of Quantities – Refer Annexure-1**

## **Technical Proposal**

- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Health and Safety Plan
- Environmental Plan
- Schedule of Subcontractors
- Personnel:
  - Form PER-1: Proposed Personnel
  - Form PER -2: Resume of Proposed Personnel
- Construction Equipment
  - Form EQU: Construction Equipment

## Site Organization

*[The Bidder shall insert the organization information.]*

The Bidder shall submit the site organization details including but not limited to the following:

- Contractor's facility wise site organization structure/chart during construction period including key personnel specified in Section III (Clause 1.1.1).
- Proposed assignment man-months of the specified each key personnel for the Works shall also be indicated.

## Method Statement

*[The Bidder shall insert the Method of Statement.]*

The Bidder shall submit the method statement including but not limited to the following:

- The bidder shall submit a method statement along with their bid covering Project Description & Objectives, Project organization, Health & Safety, Site Management, Construction methodology including construction activities and Key milestones, Quality Assurance & Quality Control, Environmental management, Programme and Schedule including equipment/machineries and material, Temporary works, Risk assessment, traffic management, utilities and services, community & stakeholder engagement, deployment schedule of resources indicating roles & responsibility during DNP, training & Competence, Handover & Closeout.
- On success award of contract, the bidder shall modify the submitted schedule to the satisfaction of the employer and follow the same for construction.
- Work shall be carried out only after receipt of approval on the method statement from the employer.

## **Mobilization Schedule**

*[The Bidder shall insert the Mobilization Schedule.]*

The Bidder shall submit the mobilization schedule including but not limited to the following:

- The Bidder shall submit along with the bid the proposed mobilization schedule for machinery, equipment and Personnel etc; in the form of a bar chart.
- The bar chart shall clearly depict the proposed date of mobilization, duration of services, and date of demobilization.
- On success award of contract, the bidder shall modify the submitted schedule to the satisfaction of the employer and follow the same for construction.



## Construction Schedule

*[The Bidder shall insert the Construction Schedule.]*

The Bidder shall submit the construction schedule including but not limited to the following:

- The Bidder shall provide a facility wise programme showing the critical path, stages of construction and key milestones from the Commencement Date through the Construction Period consistent with the Contract requirements and specifically the Employer's Requirements.
- The bar chart shall be based on elapsed time rather than dates and shall allow for obtaining consents, licences and Employer's Representative review periods.
- Construction equipment to be employed, hours of operation and notified holidays shall be considered while preparing the schedule.
- The schedule shall include provisions for carrying out work during the monsoon season so that the overall schedule is not affected. Monsoon shall not be considered as an "act of God" and shall not be covered under "force Majeure".
- A planning document shall also be submitted which shall show the areas to be allocated for the storage of materials, the contractor's/ labour compound, facilities to be provided for the Employer's Representative and the general access arrangements to the site and to the different areas within the site for all the three facilities under this work.
- The milestones for Construction Schedule will be provided by the Employer prior to contract signing.
- On success award of contract, the bidder shall modify the submitted schedule to the satisfaction of the employer and follow the same for construction.

## Health and Safety Plan

### Notes for the Bidder

The Bidder should submit “The Bid Stage Safety Plan” which complies with requirements described in Annex 1.2, Content of Bid Stage Safety Plan, Chapter 1, JICA Standard Safety Specification (JSSS), covering the items below.

*[The Bidder shall insert the Health and Safety Plan.]*

- (1) Description of the Works
- (2) Bidder’s Corporate Policy on Health and Safety Management
- (3) Health and Safety Management System, Responsibility and Authority of Bidder’s Personnel
- (4) Health and Safety Laws
- (5) Bidder’s Safety Management System
- (6) Temporary Works
- (7) Temporary Facilities on Site
- (8) Safety Measures for Contractor’s Design of the Permanent Works
- (9) Safety Plan for the Works
- (10) Safety Plan for Dangerous Work.
- (11) Permit to Work System
- (12) Safety Measures for Contractor’s Equipment
- (13) Proposed Health and Safety Incentive Scheme
- (14) Safety Information Sharing and Communications Policy
- (15) Health and Safety Equipment, Facilities and Personal Protective Equipment (PPE)
- (16) Site Inspection Plan
- (17) Site Security
- (18) Policy for Preventing Traffic Accidents
- (19) Reporting Procedure for Unsafe Conditions and Behaviour
- (20) Accident Response Plan
- (21) Health Care Plan
- (22) Environmental, Temporary Works and Structural Monitoring Plans
- (23) Fire Response Plan
- (24) Emergency Response Plan
- (25) Monitoring and Review of Health and Safety Management Activities
- (26) Safety Induction Training
- (27) Skill Training
- (28) Legal Requirements

## Environmental Plan

*[The Bidder shall insert the Environmental Plan.]*

The Bidder shall submit the environmental plan including but not limited to the following:

- The bidder shall confirm to and abide by the Environmental Management plan attached with the bidding document, shall strictly confirm to JICA formulated "Guidelines for Environmental and Social Considerations – January 2022". Click the link below for details:

[https://www.jica.go.jp/Resource/english/our\\_work/social\\_environmental/guideline/c8h0vm0000013gbd-att/guideline\\_03.pdf](https://www.jica.go.jp/Resource/english/our_work/social_environmental/guideline/c8h0vm0000013gbd-att/guideline_03.pdf)

- The bidder, on successful award, shall modify the said documents in line with the prevalent laws and practices to the satisfaction of the employer and follow the same for construction.
- The bidder is advised to carefully study Site Data and Supplementary information (Ref. Sec VI. Works Requirements) before preparing this document.

## Schedule of Subcontractors

[The Bidder shall list below, the specialized subcontractors (if any) proposed to be used by the Bidder for the execution of the key activities listed in the Prequalification Criteria or Section III, Evaluation and Qualification, Sub-Factor 2.4.2(b) as appropriate, in accordance with Section I, Instruction to Bidders, ITB 16.2, as appropriate. Subcontractors completed, once accepted by the Employer will be a Contract document, according to the Contract Agreement. Nominated Subcontractors shall not be listed in the schedule.]

[illegible]

**Form PER -1: Proposed Personnel**Date: *[insert day, month, year]*Bidder's Legal Name: *[insert full name]*JV Member Legal Name: *[insert full name]*IFB No: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

*[The Bidder shall provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria, Clause 1.1.1. 'Title of Position' shall be filled in with key positions as listed in the above Clause.]*

|           |                           |
|-----------|---------------------------|
| <b>1.</b> | <b>Title of position:</b> |
|           | <b>Name:</b>              |
| <b>2.</b> | <b>Title of position:</b> |
|           | <b>Name:</b>              |
| <b>3.</b> | <b>Title of position:</b> |
|           | <b>Name:</b>              |
| <b>4.</b> | <b>Title of position:</b> |
|           | <b>Name:</b>              |

**Form PER -2: Resume of Proposed Personnel***Date: [insert day, month, year]**Bidder's Legal Name: [insert full name]**JV Member Legal Name: [insert full name]**IFB No: [insert number]**Page [insert page number] of [insert total number] pages*

*[The Bidder shall provide the data on the experience of the personnel indicated in Form PER-1, in the form below:]*

**Name of Bidder:****Position:****Personnel  
information****Name:****Date of birth:****Professional qualifications:****Present  
employment****Name of employer:****Address of employer:****Telephone:****Contact (manager / personnel  
officer):****Fax:****Email:****Job title:****Years with present employer:**

*[The Bidder shall summarize professional experience over the last 20 years, in a reverse chronological order. Indicate particular technical and managerial experience relevant to the position of the proposed personnel.]*

| From | To | Relevant Technical and Management Experience |
|------|----|--|
|      |    | Company :                                    |
|      |    | Project :                                    |
|      |    | Position :                                   |
|      |    | Experience:                                  |
|      |    |  |
|      |    |  |
|      |    |  |
|      |    | Company :                                    |
|      |    | Project :                                    |
|      |    | Position :                                   |
|      |    | Experience:                                  |
|      |    |  |
|      |    |  |
|      |    |  |
|      |    | Company :                                    |
|      |    | Project :                                    |
|      |    | Position :                                   |
|      |    | Experience:                                  |
|      |    |  |
|      |    |  |
|      |    |  |
|      |    | Company :                                    |
|      |    | Project :                                    |
|      |    | Position :                                   |
|      |    | Experience:                                  |
|      |    |  |
|      |    |  |
|      |    |  |

## Form EQU: Construction Equipment

Date: *[insert day, month, year]*Bidder's Legal Name: *[insert full name]*JV Member Legal Name: *[insert full name]*IFB No: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

*[The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria, Clause 1.1.2. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.]*

|                              |  |                                |
|------------------------------|--|--------------------------------|
| <b>Item of equipment:</b>    |  |                                |
| <b>Equipment information</b> | <b>Name of manufacturer:</b>   | <b>Model and power rating:</b> |
|                              | <b>Capacity:</b>   | <b>Year of manufacture:</b>    |
| <b>Current status</b>        | <b>Current location:</b>   |                                |
|                              | <b>Details of current commitments:</b>   |                                |
| <b>Source</b>                | <b>Indicate source of the equipment:</b><br><input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured |                                |

Omit the following information for equipment owned by the Bidder.

|                   |  |                                |
|-------------------|--|--------------------------------|
| <b>Owner</b>      | <b>Name of owner:</b>  |                                |
|                   | <b>Address of owner:</b>   |                                |
|                   | <b>Telephone:</b>  | <b>Contact name and title:</b> |
|                   | <b>Fax:</b>  | <b>Telex:</b>                  |
| <b>Agreements</b> | <b>Details of rental / lease / manufacture agreements specific to the project:</b> |                                |
|                   |  |                                |
|                   |  |                                |



## **Bidder's Qualification**

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

|                |  |
|----------------|--|
| Form ELI -1    | : Bidder Information Form                            |
| Form ELI -2    | : JV Member Information Form                         |
| Form ELI -3    | : Subcontractor Information Form                     |
| Form CON       | : Historical Contract Non-Performance and Litigation |
| Form FIN -1    | : Financial Situation                                |
| Form FIN -2    | : Average Annual Turnover                            |
| Form FIN -3    | : Financial Resources                                |
| Form FIN -4    | : Current Contract Commitments                       |
| Form EXP -1    | : General Experience                                 |
| Form EXP -2(a) | : Specific Experience                                |
| Form EXP -2(b) | : Experience in Key Activities                       |

**Form ELI -1: Bidder Information Form**Date: *[insert day, month, year]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

*[Bidders shall provide the following information. The documents listed/ stated as required shall be submitted as attachments hereto.]*

Bidder's legal name:

*[insert full name]*

In case of a JV, legal name of the representative member and of each member:

*[insert full name of each member in the JV and specify the representative member.]*

Bidder's actual or intended country of registration:

*[insert country of registration]*

Bidder's actual or intended year of incorporation:

*[insert year of incorporation]*

Bidder's legal address in country of registration:

*[insert mailing address]*

Bidder's authorized representative information

Name: *[insert full name]*Address: *[insert mailing address]*Telephone/Fax numbers: *[insert telephone/fax numbers, including country and city codes]*Email address: *[insert email address]*

1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**Form ELI -2: JV Member Information Form**Date: *[insert day, month, year]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

*[The following form is additional to Form ELI-1, and shall be completed to provide information relating to each JV member, in case if the Bidder is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.]*

|   |
|---|
| Bidder's legal name:<br><i>[insert full name]</i>   |
| JV Member's legal name:<br><i>[insert full name of JV member]</i>   |
| JV Member's country of registration:<br><i>[insert country of registration]</i>   |
| JV Member's year of incorporation:<br><i>[insert year of incorporation]</i>   |
| JV Member's legal address in country of registration:<br><i>[insert mailing address]</i>  |
| JV Member's authorized representative information<br>Name: <i>[insert full name]</i><br>Address: <i>[insert mailing address]</i><br>Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i><br>Email address: <i>[insert email address]</i>                              |
| 1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.<br><br>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

## Form ELI -3: Subcontractor Information Form

Date: *[insert day, month, year]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

*[The following form is additional to Form ELI-1 and ELI-2 (if applicable), and shall be completed to provide information relating to the specialized subcontractor (if any) proposed to be used by the Bidder for the execution of the key activities listed in the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Subfactor 2.4.2(b), as appropriate. The documents listed/ stated as required shall be submitted as attachments hereto.]*

|   |
|---|
| Bidder's legal name:<br><i>[insert full name]</i>   |
| Subcontractor's legal name:<br><i>[insert full name of Subcontractor]</i>   |
| Subcontractor's country of registration:<br><i>[insert country of registration]</i>   |
| Subcontractor's year of incorporation:<br><i>[insert year of incorporation]</i>   |
| Subcontractor's registered address in country of registration:<br><i>[insert mailing address]</i>   |
| Subcontractor's authorized representative information<br>Name: <i>[insert name]</i><br>Address: <i>[insert mailing address]</i><br>Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i><br>Email address: <i>[insert email address]</i>   |
| <ol style="list-style-type: none"> <li>1. Attached are copies of original documents of Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above.</li> <li>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</li> </ol> |

## Form CON: Historical Contract Non-Performance and Litigation

*[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]*

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

JV Member's Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

### 1. History of Non-Performing Contracts

| Non-Performing Contracts   |                                       |   |   |
|--|---------------------------------------|---|---|
| <p>In accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.1, as appropriate, since 1st January 2020:</p> <p><i>[The Bidder shall indicate the applicable wording below by checking the appropriate box.]</i></p> <p><input type="checkbox"/> contract non-performance did not occur.</p> <p><input type="checkbox"/> contract non-performance occurred as indicated below:</p> |                                       |   |   |
| Year   | Non- performed portion of contract    | Contract Identification   | Total Contract Amount   |
| <i>[insert year]</i>   | <i>[insert amount and percentage]</i> | <ul style="list-style-type: none"> <li>Contract Identification: <i>[insert complete contract name, number, and any other identification]</i></li> <li>Name of Employer: <i>[insert full name]</i></li> <li>Address of Employer: <i>[insert mailing address]</i></li> <li>Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i></li> <li>Email address: <i>[insert email address]</i></li> <li>Reason(s) for non-performance: <i>[indicate main reason(s)]</i></li> </ul> | <i>[insert current value, currency, exchange rate and USD equivalent]</i> |

## 2. Pending Litigation

| Pending Litigation   |                              |                                    |  |  |
|--|------------------------------|------------------------------------|--|--|
| <p>In accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.2, as appropriate:</p> <p><i>[The Bidder shall choose the relevant wording below by checking the appropriate box.]</i></p> <p><input type="checkbox"/> there is no pending litigation involving the Bidder.</p> <p><input type="checkbox"/> there is pending litigation involving the Bidder as indicated below:</p> |                              |                                    |  |  |
| Year of dispute  | Amount in dispute (currency) | Outcome as Percentage of Net Worth | Contract Identification  | Total Contract Amount  |
| [insert year]  | [insert amount]              | [insert percentage]                | <ul style="list-style-type: none"> <li>Contract Identification: [indicate complete contract name, number, and any other identification]</li> <li>Name of Employer: [insert full name]</li> <li>Address of Employer: [insert mailing address]</li> <li>Telephone/Fax numbers: [insert telephone/fax numbers, including country and city codes]</li> <li>Email address: [insert email address]</li> <li>Party who initiated Litigation: [indicate "Employer" or "Contractor"]</li> <li>Matter in dispute: [indicate main issues in dispute]</li> </ul> | [insert current value, currency, exchange rate and USD equivalent] |

### 3. Litigation History

| Litigation History  |  |   |
|---|--|---|
| <p>In accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.2.3, as appropriate, since 1st January 2020:</p> <p><i>[The Bidder shall choose the relevant wording below by checking the appropriate box]</i></p> <p><input type="checkbox"/> there are no court orders against the Bidder.</p> <p><input type="checkbox"/> there are court orders against the Bidder as indicated below:</p> |  |   |
| Year of award   | Contract Identification  | Total Contract Amount   |
| <i>[insert year]</i>  | <ul style="list-style-type: none"> <li>Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i></li> <li>Name of Employer: <i>[insert full name]</i></li> <li>Address of Employer: <i>[insert mailing address]</i></li> <li>Telephone/Fax numbers: <i>[insert telephone/fax numbers, including country and city codes]</i></li> <li>Email address: <i>[insert email address]</i></li> <li>Matter in dispute: <i>[indicate main issues in dispute]</i></li> <li>Party who initiated litigation: <i>[indicate "Employer" or "Contractor"]</i></li> <li>Abstract of the Court Order: <i>[state concisely the court order concerning main issues in dispute]</i></li> </ul> | <i>[insert current value, currency, exchange rate and USD equivalent]</i> |

## Form FIN -1: Financial Situation

*[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.]*

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

JV Member's Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* page

### 1. Financial data

| Type of Financial information<br>in<br>(currency) | Historic information for previous <i>[insert number]</i> years<br>(amount in currency, currency, exchange rate, USD<br>equivalent) |        |        |        |        |
|---|--|--------|--------|--------|--------|
|   | Year 1   | Year 2 | Year 3 | Year 4 | Year 5 |
| <b>Information from Balance Sheet</b>             |  |        |        |        |        |
| Total Assets (TA)                                 |  |        |        |        |        |
| Total Liabilities (TL)                            |  |        |        |        |        |
| Net Worth (NW)                                    |  |        |        |        |        |
| Current Assets (CA)                               |  |        |        |        |        |
| Current Liabilities (CL)                          |  |        |        |        |        |
| Working Capital (WC)                              |  |        |        |        |        |
| <b>Information from Income Statement</b>          |  |        |        |        |        |
| Total Revenue (TR)                                |  |        |        |        |        |
| Profits Before Taxes (PBT)                        |  |        |        |        |        |
| Profits After Taxes (PAT)                         |  |        |        |        |        |
| <b>Information from Cash Flow Statement</b>       |  |        |        |        |        |
| Cash Flow from<br>Operating Activities            |  |        |        |        |        |



## **2. Financial documents**

The Bidder and its parties shall provide copies of the financial statements<sup>1</sup> for the number of years indicated in the relevant Prequalification criteria or Section III, Evaluation and Qualification Criteria Sub-Factor 2.3.1, as appropriate. The financial statements shall:

- (a) reflect the financial situation of the legal entity(ies) comprising the Bidder, and not of the affiliated entities (such as parent company(ies), group companies or subsidiaries) of the Bidder unless they are parties to the Bidder under a JV in accordance with ITB 4.1.
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached herewith are copies of financial statements for the number of years required above, and complying with the requirements.

### Notes for the Bidders

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

## Form FIN -2: Average Annual Turnover

[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]

Date: [insert day, month, year]

Bidder's Legal Name: [insert full name]

JV Member's Legal Name: [insert full name]

IFB No.: [insert number]

Page [insert page number] of [insert total number] pages

| Annual Turnover Data                 |                                       |                                   |                                   |
|--------------------------------------|---------------------------------------|-----------------------------------|-----------------------------------|
| Year                                 | Amount and Currency                   | Exchange Rate                     | USD equivalent                    |
| [indicate year]                      | [insert amount and indicate currency] | [insert applicable exchange rate] | [insert amount in USD equivalent] |
|                                      |                                       |                                   |                                   |
|                                      |                                       |                                   |                                   |
|                                      |                                       |                                   |                                   |
|                                      |                                       |                                   |                                   |
| Average Annual Turnover <sup>1</sup> |                                       |                                   |                                   |

### Notes for the Bidders

1. Total USD equivalent for all years divided by the total number of years, in accordance with the Prequalification criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.2, as appropriate.

### Form FIN -3: Financial Resources

*[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]*

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

JV Member's Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

*[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in the Prequalification Criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3, as appropriate.]*

| Financial Resources |                                  |                            |
|---------------------|----------------------------------|----------------------------|
| No.                 | Source of financing <sup>1</sup> | Amount<br>(USD equivalent) |
| 1                   |                                  |                            |
| 2                   |                                  |                            |
| 3                   |                                  |                            |
|                     |                                  |                            |

#### Notes for the Bidders

1. Sources of financing may include working capital (to be taken from FIN-1), Credit Line (to be substantiated by a letter from the bank issuing the line of credit), etc.

## Form FIN -4: Current Contract Commitments

*[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]*

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

JV Member's Legal Name: *[insert full name]*

IFB No. *[insert number]*

Page *[insert page number]* of *[insert total number]* page

*[The Bidder and each JV member should provide information on their current commitments on all contracts that have been awarded, or for which a Letter of Intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full Taking-over Certificate/ Completion Certificate has yet to be issued, in accordance with the Prequalification Criteria or Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.3, as appropriate.]*

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

## Form EXP -1: General Experience

*[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV.]*

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

JV Member's Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

*[The Bidder shall identify contracts that demonstrate continuous experience pursuant to Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.1 and list contracts chronologically, according to their commencement (starting) dates.]*

| General Construction Experience |                        |   |  |
|---------------------------------|------------------------|---|--|
| Starting Year                   | Ending Year            | Contract Identification   | Role of Bidder   |
| <i>[indicate year]</i>          | <i>[indicate year]</i> | <ul style="list-style-type: none"> <li>Contract name: <i>[insert full name]</i></li> <li>Brief description of the contract performed by the Bidder: <i>[describe the contract performed briefly]</i></li> <li>Amount of contract: <i>[insert amount in currency, mention currency used, exchange rate and USD equivalent]</i></li> <li>Name of Employer: <i>[insert full name]</i></li> <li>Address: <i>[insert mailing address]</i></li> </ul> | <i>[insert "Prime Contractor (single entity or JV member)" or "Subcontractor"]</i> |
|                                 |                        |   |  |
|                                 |                        |   |  |
|                                 |                        |   |  |

## Form EXP -2(a): Specific Experience

*[The following table shall be filled in for the Bidder, and for each JV member if the Bidder is a JV. The documents listed/ stated as required shall be submitted as attachments hereto.]*

Date: *[insert day, month, year]*

Bidder's Legal Name: *[insert full name]*

JV Member's Legal Name: *[insert full name]*

IFB No.: *[insert number]*

Page *[insert page number]* of *[insert total number]* pages

*[The Bidder shall fill out one (1) form per contract, in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(a).]*

| Contract of Similar Size and Nature                                     |  |   |   |
|---|--|---|---|
| Similar Contract No.  | Information  |   |   |
| <i>[insert number] of [insert number of similar contracts required]</i> |  |   |   |
| Contract Identification   | <i>[insert contract name and reference identification number, if applicable]</i> |   |   |
| Award Date  | <i>[insert day, month, year, e.g., 15 June 2015]</i>                             |   |   |
| Completion Date   | <i>[insert day, month, year, e.g., 03 October 2017]</i>                          |   |   |
| Role in Contract<br><i>[check the appropriate box]</i>                  | Prime Contractor   |   |   |
|   | Single entity<br><input type="checkbox"/>  | JV member<br><input type="checkbox"/>   |   |
| Total Contract Amount   | <i>[insert total contract amount and currency(ies)]</i>                          | USD <i>[insert exchange rate and total contract amount in USD equivalent]</i> |   |
| If member in a JV, specify participation in total Contract amount       | <i>[insert percentage participation]</i>   | <i>[insert total contract amount and currency(ies)]</i>                       | USD <i>[insert exchange rate and total contract amount in USD equivalent]</i> |
|   | <i>[describe participation in JV and work performed]</i>                         |   |   |
| Employer's Name:  | <i>[insert full name]</i>  |   |   |
| Address:  | <i>[insert mailing address]</i>  |   |   |

| <b>Contract of Similar Size and Nature</b>  |  |
|---|--|
| <b>Similar Contract No.</b>   | <b>Information</b>   |
| <i>[insert number] of [insert number of similar contracts required]</i>   |  |
| Telephone/fax number  | <i>[insert telephone/fax numbers, including country and city area codes]</i>         |
| E-mail:   | <i>[insert email address, if available]</i>  |
| Description of the similarity in accordance with Sub-Factor 2.4.2(a) of Section III:  |  |
| 1. Physical Size of Required Works items  | <i>[insert physical size of items]</i>   |
| 2. Complexity   | <i>[insert description of complexity]</i>  |
| 3. Construction Methods/ Technology   | <i>[insert specific aspects of the methods/ technology involved in the contract]</i> |
| 4. Other Characteristics  | <i>[insert other characteristics as described in Section VI, Works Requirements]</i> |
| <p>Attached herewith are the copies of originals of:</p> <p>(a) abstracts of contract documents, JV Agreements, etc. evidencing that the size and nature of the above-mentioned contract meets the requirements specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.2(a).</p> <p>(b) the end-user certificate(s) (i.e. Taking-over Certificate(s)/ Completion Certificate(s)), evidencing that the contract above-mentioned contract has been successfully completed.</p> |  |

## Form EXP -2(b): Experience in Key Activities

Date: *[insert day, month, year]*Bidder's Legal Name: *[insert full name]*JV Member's Legal Name: *[insert full name]*Subcontractor's Legal Name: *[insert full name]*IFB No.: *[insert number]*Page *[insert page number]* of *[insert total number]* pages

### 1. Summary of Key Activities

*[Fill out if the Bidder is a Single Firm / JV or proposes specific key activities for the execution of any of the key activities.]*

| Summary of Single Firm / JV Member / Subcontractor Key Activities |  |   |
|---|--|---|
| Key Activity  |  | Single Firm / JV Member / Subcontractor   |
| No  | Description                            |   |
| 1   | <i>[insert name of Activity No. 1]</i> | <i>[insert full name(s) of Single Firm/JV Member(s)/Subcontractor(s)]</i><br>(i) _____<br>(ii) _____<br>(iii) _____ |
| 2   | <i>[insert name of Activity No. 2]</i> | <i>[insert full name(s) of Single Firm/JV Member(s)/Subcontractor(s)]</i><br>(i) _____<br>(ii) _____<br>(iii) _____ |
| 3   | <i>[insert name of Activity No. 3]</i> | <i>[insert full name(s) of Single Firm/JV Member(s)/Subcontractor(s)]</i><br>(i) _____<br>(ii) _____<br>(iii) _____ |
| 4   | <i>[insert name of Activity No. 4]</i> | <i>[insert full name(s) of Single Firm/JV Member(s)/Subcontractor(s)]</i><br>(i) _____<br>(ii) _____<br>(iii) _____ |



|      |       |       |
|------|-------|-------|
| etc. | _____ | _____ |
|------|-------|-------|

## 2. Contract Information

### Key Activity No (1): *[insert name of Key Activity]*

*[Fill out one (1) form per contracts performed by the Bidder (Single Firm /JV Member/ specialized subcontractor) as listed in the Summary of Key Activities above in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2(c). The documents listed/ stated as required shall be submitted as attachments hereto.]*

(i) *[insert full name of Single Firm /JV Member's /Subcontractor's Data form]*

| Contract with Similar Key Activity                        |   |   |  |
|---|---|---|--|
| Item  | Information   |   |  |
| Contract Identification                                   | <i>[insert contract identification number, if applicable]</i>   |   |  |
| Award Date  | <i>[insert date, month, year, e.g., 15 June 2015]</i>   |   |  |
| Completion Date   | <i>[insert day, month, year, e.g., 03 October 2017]</i>   |   |  |
| Role in Contract<br><i>[check the appropriate box]</i>    | <div> <div>Prime Contractor</div> <div> <input type="checkbox"/> Single entity <input type="checkbox"/> JV member </div> </div> <div> <input type="checkbox"/> Subcontractor </div> |   |  |
| Total Contract amount                                     | <i>[insert total contract amount and currency(ies)]</i>   | USD <i>[insert Exchange rate and total contract amount in USD equivalent]</i> |  |
| <i>[insert brief description of the Activity No. (1)]</i> | <i>[describe briefly how the corresponding minimum requirement is met.]</i>   |   |  |
| Employer's Name:  | <i>[insert full name]</i>   |   |  |
| Address:  | <i>[indicate mailing address]</i>   |   |  |
| Telephone/fax number                                      | <i>[insert telephone/fax numbers, including country and city area codes]</i>  |   |  |
| Email:  | <i>[insert email address, if available]</i>   |   |  |

| Contract with Similar Key Activities  |
|---|
| <p>Attached herewith are the copies of originals of:</p> <p>(a) abstracts of contract documents, sub-contract agreements, JV agreements, etc. evidencing that the above activity meets the criteria specified in Section III, Technical and Qualification Criteria, Sub-Factor 2.4.2(b).</p> <p>(b) the end-user certificate(s) (i.e. Taking-over Certificate(s), Completion Certificate(s)) for the above-mentioned contract, evidencing that the above activity has been successfully carried out.</p> <p>(ii) [insert full name of Single Firm / JV Member's / Subcontractor's Legal Name]</p> <p>(iii) [insert full name of Single Firm / JV Member's / Subcontractor's Legal Name]</p> <p><b>Key Activity No. (2)</b></p> <p><b>Key Activity No. (2)</b></p> |

## Form ACK

### Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture ("JV")]* (hereinafter referred to as the "Bidder") to execute this Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that:

- (i) all information provided in the Bid submitted by the Bidder and its subcontractors for *[insert name of the Project, and name, number and identification of lot(s) (contracts(s)) as stated in BDS 1.1]* is true, correct and accurate to the best of the Bidder's and my knowledge and belief; and
- (ii) the Bidder or any of its subcontractors has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines and the Bidding Document.

*<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>*

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

*<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B').>*

B') I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

| name of the debarred firm | starting date of debarment | ending date of debarment | reason for debarment |
|---------------------------|----------------------------|--------------------------|----------------------|
|                           |                            |                          |                      |

C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.

D) I certify, on behalf of the Bidder and its subcontractors, that if selected to undertake works and services in connection with the Contract, the Bidder and its subcontractors

shall carry out such works and services in continuing compliance with the terms and conditions of the Contract.

- E) I further certify, on behalf of the Bidder and its subcontractors, that if the Bidder and any of its subcontractors is requested, directly or indirectly, to engage in any corrupt or fraudulent practice under any applicable law, such as the payment of a rebate, at any time or any stage of a process of procurement such as negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

- (1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://forms.office.com/r/7n9Z2c4fAR>

Tel: +81 (0)3 5226 8850

- (2) JICA India office

16th Floor, Hindustan Times Building,

18-20, Kasturba Gandhi Marg

New Delhi-110001, India.

Tel: +91-11-4909-7000

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) including the Employer or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

---

**Authorized Signatory**

*[insert name of signatory; title]*

**For and on behalf of**

*[insert name of the Bidder]*

Date: *[insert date]*

## **Form JSSS/BSD**

### **Bidder's Safety Declaration**

I, *[insert name and position of authorised signatory]*, being duly authorised by *[insert name of Bidder/members of joint venture ("JV")]* (hereinafter referred to as the "Bidder") to execute this Form JSSS/BSD, hereby declare our commitment to comply with the health and safety requirements of the Contract.

The Bidder declares, that if selected to undertake the Works, he will ensure that the Site is established and maintained as a healthy and safe workplace for the Contractor's Personnel, the Employer's Personnel and all other persons entitled to be thereon or that may be affected by operations thereby.

The Bidder hereby declares that after investigation and research of resources within the Country, he has given full and careful consideration and fully accepts the need and has made full allowance for the importation, the use upon the Works and subsequent re-export in accordance with the Contract of all required Contractor's Equipment, Temporary Works, PPE and all other safety resources necessary to maintain the international level of health and safety upon the Works.

The Bidder declares that he will mobilise for use upon the Works:

1. New (or recent) or duly maintained PPE and other safety equipment of an international standard, suitable and fit for the purpose for which it is intended, in full working order, complete with all necessary spare parts and consumables, suitable and safe for use on the Works, all to meet with the consent of the Engineer and in sufficient quantities to allow for replacement in the case of being worn-out, lost or damaged, and
2. New (or recent) or duly maintained Contractor's Equipment and Temporary Works, all suitable and fit for the purpose for which it is intended, in full working order, clean, non-polluting, complete with all necessary spare parts and consumables, suitable and safe for use on the Works.

The Bidder further declares that he shall:

1. Carry out regular and thorough safety inspections, find and correct any health and safety problems on the Works, primarily by trying to eliminate or reduce hazards through making feasible changes in working conditions rather than relying on PPE to reduce risks.
2. Employ workers with appropriate skill, educational or vocational qualification, experience and capability.
3. Fully inform workers about hazards.
4. Provide health and safety training to all Contractor's Personnel, any Subcontractors, suppliers and others for whom the Contractor is responsible, the Employer's Personnel and all other persons who are entitled to be on the Site, in a language and vocabulary they can understand.

5. Keep accurate records of work-related injuries and illnesses.
6. Perform tests in the workplace, such as air sampling as required by the Safety Specification.
7. Provide required new PPE at no cost to workers and ensure that this is used properly, kept in good condition and replaced in the case of being worn-out, lost or damaged.
8. Assign only workers who, in consideration of health, physical condition and age are suited to the operations to which they are assigned.
9. Provide eyesight, hearing and mobility examinations and other medical tests required by the Contract.
10. Post injury and illness information and data where workers can see them.
11. At occurrence of any accident, promptly inform the Engineer and thereafter submit details of the accident within twenty-four (24) hours after its occurrence.
12. Not retaliate against workers for using their rights under the Laws of the Country.

The requirements of this declaration shall apply fully to all of the Bidder's proposed Subcontractors, suppliers and specialists engaged by the Bidder on the Works, for whom the Bidder shall remain fully responsible.

The Bidder also affirms that if the Bid is successful, the Health and Safety Officer, named below and also included in Bidding Form, Form PER -1: Proposed Personnel, unless otherwise required by the Bidding Documents, shall be assigned from the Commencement Date, full-time upon the Site and shall not be replaced or substituted at any time except with the consent of the Engineer.

If the Bid is accepted the Bidder agrees that this Declaration shall form a part of the Contract, at and from which time all references to "Bidder" shall be construed as references to "Contractor".

Signed:

\_\_\_\_\_  
(Bidder's Official Representative)

Signed:

\_\_\_\_\_  
(Bidder's Proposed Health and Safety Officer at Site\*)

Or

(Bidder's Head Office Health and Safety Manager\*)

Name:

\_\_\_\_\_  
—

Name:

\_\_\_\_\_  
—

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

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

(\*Delete as applicable)

## Form of Bid Security

(Bank Guarantee)

[*Guarantor letterhead or SWIFT identifier code*]

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

**IFB No.:** [*insert number of Invitation for Bids*]

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

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

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

We have been informed that [*insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof*] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of [*insert description of contract*].

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

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

- (a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letters of Technical Bid and Price Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders of the Beneficiary's bidding document.



This guarantee shall expire and be returned to us: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

---

[signature(s)]

*[Note: All italicized text is for use in preparing this form and shall be deleted from the final product.]*



## **Section V. Eligible Source Countries of Japanese ODA Loans**

All countries and areas are eligible.



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## PART 2 –Works Requirements



# Section VI. Works Requirements

## Contents

|   |          |
|---|----------|
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## **Safety Specification**

This contract will adopt the JICA Standard Safety Specification (JSSS). JSSS specifies the minimum health and safety requirements to be complied with by the Contractor throughout the execution of the Works.

Bidder's can download the JICA Standard Safety Specification (JSSS) from the following link:

**[https://www.jica.go.jp/Resource/english/our\\_work/types\\_of\\_assistance/c8h0vm00008zx0m8-att/jsss\\_01.pdf](https://www.jica.go.jp/Resource/english/our_work/types_of_assistance/c8h0vm00008zx0m8-att/jsss_01.pdf)**



## **General & Technical Specification**

Enclosed as Annexure-2 to this document.

REFER ANNEXURE-2

## **Drawings**

Enclosed as Annexure-3 in the Pendrive purchased by the bidder.

REFER ANNEXURE-3

## Site Data

Enclosed as Annexure-4 to this document.

REFER ANNEXURE-4

## Supplementary Information

### 1.1. SITE CONDITION

- viii. The site means the land and other places including any building and structures thereon, on, into, or through which work is to be executed under the contract or any adjacent land allotted or used for the purpose of carrying out the contract Contractor to satisfy himself about site conditions before submitting his tender.
- ix. The contractor shall visit the site and satisfy himself about the site conditions for construction and for logistics and smooth flow of men and materials as well as permissions from authorities for this purpose. He shall examine the site and take note of existing roads and means of access and communication, the character of the soil and of the excavations, the correct dimensions of the work, facilities for obtaining any special articles called for in the contract documents and also the contractor shall make his own assessment and obtain all information on site constraints and on all matters that will affect the execution, continuation and progress and completion of the works.
- x. The bidder should inspect the site and quarries and satisfy himself about the availability of the quality and quantity of materials required for the work and leads for the materials.
- xi. The Employer's Representative will make available to the contractor such data on sub-surface conditions as have been obtained from investigations undertaken relevant to the works but the contractor shall be responsible for his own interpretations thereof.
- xii. Any extra claims made in consequence of any misunderstanding, incorrect information on any of these points or on the grounds of insufficient description or information shall not be entertained or allowed at any stage. Should the contractor after visiting the site find any discrepancies, omissions, ambiguities or conflicts in or among the contract documents or be in doubt as to their meaning, he shall bring this to the attention of and seek written clarifications from owner/Architect before submitting his tender.
- xiii. There shall be requirement for the cutting of trees at site in coordination with the concerned forest department before commencement of the construction. The contractor shall inspect the site for the purpose of understanding the extent of tree cutting before submitting his tender.
- xiv. Few of the site may have existing structures that needs to be demolished before the commencement of the construction. The contractor shall on instruction of the employer will carry out the demolition works, if required. The contractor shall inspect the site for the purpose of understanding the demolition works before submitting his tender. The contractor shall have to quote the credit amount in the BOQ and the credit amount shall be deducted from the First running bill based on the applicability of demolition of structures.

## 1.2. TEMPORARY WORKS

- i. All costs and charges on temporary works will be borne by the contractor unless specifically listed in BOQ.
- ii. All the approach roads, ramps, platforms, stacking yards required for the construction of the work shall be formed by the contractor at his own cost and no payment will be made by the Engineer.
- iii. All royalty, Taxes & Duties on materials procured and Government quarries shall be borne by the contractor.
- iv. No plot rent shall be charged for materials stacked on Government land during the course of construction provided that all such materials are removed within one month after the work is completed.
- v. General set-up

Construction and maintenance of temporary facilities shall comprise but is not limited to site office, store, plant & machinery yard, shuttering & reinforcement yards, site utility, security, temporary access roads, other miscellaneous expenses etc. to the complete satisfaction of the Engineer.

- Contractor Site office.
  - First Aid room
  - QA/QC aid room
  - General store
  - Chemicals / Hazardous material store
  - Plant & Machinery yard
  - Shuttering yard
  - Reinforcement Yard
  - Temporary Access Road
  - Temporary Fencing around GC facility
  - Site Utility
  - Site security
  - Safety Stewards
  - Signal Men
  - Traffic Marshalls
- vi. The contractor shall at his cost construct and maintain temporary roads/ access ways to suit site requirements and avoid dusty atmosphere. For the use of temporary roads constructed by the contractor and used by other agencies the contractor may share the cost of construction and maintenance of such roads with other contractors/ agencies as determined by the Engineer.
  - iii. In respect of certain portions of temporary roads/access already provided by client, the contractor shall be allowed free passage but regular maintenance of the same in motorable condition at all times shall be the contractor's responsibility and allow passage for other contractors/agencies authorised by Employer's Representative.

### **1.3. DEWATERING**

All charges and cost of dewatering by bailing and/or by pumping and/or by diversion will be borne by the contractor at no extra cost. The surface flow of water should be diverted from the work spot by forming temporary bunds at the contractor's own cost.

### **1.4. TEMPORARY LIGHTING**

The contractor shall make his own arrangement in respect of the provision of adequate lighting at all places where his workmen are engaged at all hours, materials are stored etc. for carrying out the work in a proper safe and satisfactory manner.

### **1.5. PARKING FACILITIES**

The contractor shall at his cost provide adequate covered parking facilities for the staff of contractor, Engineer and owner after discussion with Employer's Representative.

### **1.6. ELECTRICITY**

- i. All works shall be carried out in accordance with the latest provisions of the Indian Electricity Act and the rules there under unless modified by this specification.
- ii. The Contractor should make his own arrangements at his own cost for Electricity / Power for construction works at the rates prevailing at the time of usage on chargeable basis under Commercial Tariff (Tariff V) at number of points to suit the site requirement. The development charges including necessary deposits as applicable for providing temporary supply are to be borne by the contractor.
- iii. The Contractor shall make his own further distribution arrangement to suit their needs at his own cost. To this effect, he shall make necessary application to the local Electric Supply authority and set up distribution network deemed necessary by the said authority. The contractor shall keep the Employer indemnified at all times against any risk arising out of this activity.
- iv. All temporary wiring must comply with local regulations and shall be subjected to Electric Board Engineers' inspection/ approval before connecting to supply.
- v. Employer shall not be responsible for any interruption in power supply. Contractor shall make his own arrangement for alternative power supply in the form of Diesel Generator sets. As such, adequate number of diesel operated equipment shall be provided by the Contractor at his own cost as an alternative arrangement, in case electrically operated equipment is proposed to be brought to site.

**1.7. WATER SUPPLY FOR WORKS AND DOMESTIC PURPOSE**

- i. The contractor should make his own arrangement for water supply, for works and drinking purpose, at his own cost. For this purpose, contractor shall provide necessary Tanks/ Sumps/Pumps at his own cost. The contractor is permitted to use open wells (if available) in the site subject to production of satisfactory water quality tests. If the well water is not adequate, the contract shall make his own arrangements. The contractor may or may not be permitted (subject to environmental clearance) to dig the bore wells at site with prior approval from the Engineer.
- ii. Contractor shall provide the employer Test Certificates for the water from the reputed testing laboratory approved by the employer at his own cost. If the water is found not suitable, alternative arrangements should be made by the contractor at his own cost.

**1.8. WATER AND SANITARY CONVENIENCES**

- i. The contractor shall at his expense provide and erect all necessary drinking water and temporary toilets / bathroom including septic tank and soak pits at the site for the staff and all workmen of his own, his sub-contractors, nominated sub-contractors if any and Employer's Representative.
- ii. The contractor shall maintain such convenience in a clean orderly condition and shall clean, sanitize and deodorize the ground after their removal and meet all statutory requirements. Temporary toilets for workers should be provided at suitable locations approved by the Employer's Representative with necessary water and sanitary connections.
- iii. These arrangements shall remain at site till handover of project.

**1.9. SECURITY OF SITE AND MONITORING**

- i. The contractor shall be responsible for keeping unauthorized persons off the site.
- ii. CCTV camera arrangements shall be provided at suitable locations approved by the Employer's representative by the contractor for vigilance during day and night. The said cameras shall be provided with necessary interface for wireless connectivity access to Employer's Representative without any charge or restriction. Remote monitoring system such as 'Real time / live telecast' shall be implemented by the contractor. This can be carried out as part of the line item in BOQ under CCTV.
- iii. Any theft at site of Contractors / Employers property shall be responsibility of the contractor till the handover of the entire project to the Employer's Representative.
- iv. Eight drone videos taken during various stages of progress of work.
- v. Making of a professional video with drone views for duration of 10 minutes (5 minutes for Phase-I and 5 minutes for overall) including music, voice, etc. to the satisfaction of the employer.

**1.10. SITE OFFICE ACCOMMODATION / STORES**

- i. The site office accommodation for the contractor shall be as per his own requirements and at his own cost but shall be subject to the approval of the Employer's Representative regarding the location and size.
- ii. A reasonably furnished site office and transit accommodation having a sample room,
- iii. Facilities for Staff and Labour shall be as per FIDIC GC 6.6.

**1.11. TELEPHONE, FACSIMILE AND E-MAIL FACILITIES**

The contractor shall provide, install and maintain at his expense a separate telephone, fax and e-mail facilities for the works, for his own use. He shall pay all user charges in connection with the same till the completion of the works.

**1.12. WORK SHEDS, STORAGE OF MATERIALS AND EQUIPMENT AT SITE**

- i. The contractor shall, at his own cost, provide adequate storage sheds and yards at site, at locations approved by the Employer's Representative, for all materials and equipment that are to be incorporated in the works. In addition to being water-tight and weatherproof, the storage facilities shall be of such a manner that all the materials and equipment are adequately protected in every way from any deterioration or contamination or damage whatsoever and to the complete satisfaction of the Employer's Representative. Should any of the materials or equipment deteriorate or be contaminated or damaged in any way due to improper storage or for any other reason, such materials and equipment shall not be incorporated in the works and shall be removed forthwith from the site. The replacement of all such materials and equipment shall be entirely at the cost and expense of the contractor. The proper record shall be kept and approved by employer.
- ii. Should delays be caused on account of removal and replacement of any materials or equipment or on account of any lack of security, the contractor shall not be entitled to any extension of time, and shall be liable to penalties as per relevant clause.
- iii. Wherever applicable the storage of materials shall be in accordance with the relevant Indian Standard specifications.
- iv. Cement storage capacity of contractor shall be adequate to store suitable for at least 30 day's work quantity of cement, keeping in view the schedule of work.
- v. Coarse and fine aggregates shall be stored over hard concrete base or paved brick platforms. Reinforcement bars shall be stored diameter-wise over raised sleepers and protected from rain and water logging in suitable manner as approved by the Employer's Representative.
- vi. Physical 3D model for the entire layout of the project showing all the building features shall be displayed at site by the contractor at the contractor's own expense.



**1.13. SCAFFOLDING, STAGING, GUARD RAILS, BARRICADES**

The contractor shall at his cost provide scaffolding, staging, guard rails, barricades and safety barriers around, all excavations, openings and at all edges temporary stairs and other temporary measures required during construction. Barricading of periphery of the site using GI sheets supported on MS poles as approved by the Employer's Representative, to a height of 6m, from the average ground level. The supports for the scaffolding, staging guard rails, barricades and safety barriers and temporary stairs shall be strong, adequate for the particular situations, tied together with horizontal pieces and braced properly. The temporary access to the various parts of the building under construction shall be rigid and strong enough to avoid any chance of mishaps. The entire scaffolding arrangement together with the staging, guard rails, barricades and safety barriers and temporary stairs shall be to the approval of the Employer's Representative which approval shall not relieve the contractor of any of his responsibilities, obligations and liabilities for safety and for timely completion of the works.

**1.14. NOTICES, FEES, BYE LAWS, REGULATIONS, LICENCES AND PERMITS**

- i. The contractor shall comply with all government acts including the bye-laws or regulations of local authorities relating to the works in so far as labour, construction, fabrication and installation activities including safe disposal of debris and surplus soil etc outside the site, are concerned and he shall obtain from the local authorities all permissions and approvals required for labour deployment and the plying of trucks, safe disposal of debris and surplus soil, use of construction machinery, etc. and also for construction of temporary offices, labour camps, stores and other temporary structures in connection with his work and the contractor shall give all notices and pay all fees and charges that are and that may be demanded by law there under. In his rates for the various items of work, the contractor shall allow for such compliance and work and for the giving of all such notices and shall include for the payment of all such fees and charges. The contractor shall indemnify the owner against all claims in this regard.
- ii. All licenses and permits for the materials under government control and those required to be obtained by the contractor for the execution of his work, shall be directly obtained by the contractor. The contractor shall include in his rates for all transportation charges, disposal charges and for the other expenses that may be incurred in this connection and he shall indemnify the Employer against all claims in this regard.

**1.15. ROYALTIES AND PATENT RIGHTS**

- i. All royalties or other sums payable in respect of the supply and use of any patented articles, processes or inventions for the carrying out of the works as described by or referred to in the drawings, specifications, schedule of quantities and other documents, shall be deemed to have been included in the contractor's rates and the contractor shall indemnify the owner against all claims, proceedings, damages, costs and expenses which may be brought or

made against the owner or to which he may be put by reason of the contractor infringing or being held to have infringed any patent rights to any such articles, processes and inventions. The contractor shall also include in his rates for the payment of all levies and royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, soil or any other materials required for the works and contractor shall submit proof of it to Employer's Representative on request.

#### **1.16. LABOUR REGULATIONS**

- i. The contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and or regulations in force such as payment of Wages Act, Employees Liability Act, workmen's Compensation, Industrial Disputes, Maternity Benefit Act, Contract Labour (Regulation and Abolition) Act and the Factories Act or any modifications thereof or any other law relating thereto and rules thereunder introduced from time to time. The contractor shall assume liability and shall indemnify the Employer from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the currency of the contract. Insurance cover towards the above shall be affected by the contractor as necessary.
- ii. The contractor shall not employ any labour less than 18 years of age on the job. If female labour is engaged the contractor shall make necessary provisions at his own expense for the safeguarding and caring of small children and keeping them clear off the site operations. No children shall be permitted on the construction site. Employer's Representative shall have the authority to effect penalties to this effect as deemed necessary.

#### **1.17. HEALTH & SAFETY**

- i. In respect of all Contractor personnel/ Employer's Representatives, directly or indirectly employed on the works for the performance and execution of the contractor's work under the contract, the contractor shall at his own expense arrange for all the safety provisions as listed in (i) Health & Safety Manual part of the contract documents (ii) Bureau of Indian Standards (iii) The Electricity Act (iv) Rules and Regulations and orders made there under and such other acts as applicable. The contractor shall be wholly and solely responsible for overall HSE (Health, Safety and Environment) issues.
- ii. Precautions as stated in the safety clause are the minimum necessary and shall not preclude the contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the contractor of his liability in case of loss or damage to property or injury to any person including the contractor's labour, the owner, architect's and Engineer's representatives or any member of the public or resulting in the death of any of these.

- iii. Protective gear such as safety helmets, safety boots, safety belts/ harness and safety nets, etc. shall be provided by the contractor at his own cost to all his manpower at site. The contractor shall impose such requirements on all sub-contractors also. It shall be the responsibility of the contractor to ensure that such protective gear is worn at all times by all personnel working within the site premises.
- iv. The contractors shall take all precautions and preventive measures against fire hazards at the site, in his stores, workshop, labour camp, etc. and shall assume full responsibility for the same.
- v. A first aid room with following necessary medical facilities to be provided: A sink with hot and cold running water, drinking water, clinical thermometer, couch with pillow and blankets in hygienic condition, impermeable work surfaces and clean garments for use by first-aiders, first aid kit, tetanus injection.
- vi. The entire site shall be tobacco free zone. Usage of tobacco shall not be allowed within the site.
- vii. The Employer's Representatives shall have the right to stop work or impose fines to any person violating any of the clauses mentioned above.
- viii. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the owner shall be entitled to do so and recover the costs thereof from the contractor. The decision of the Employer's Representative in this regard shall be final and binding on the contractor.
- ix. In case of any incident of fire, Contractor shall intimate fire department immediately and provide all necessary support to their personnel for safe evacuation. The Contractor shall demarcate a safe assembly area for such incidents and shall conduct periodic fire safety drill in the site at his own expense. Damages if any, shall be responsibility of the Contractor who shall keep the Employer indemnified to this effect at all times.

#### **1.18. INSURANCE/ INDEMNITY**

- i. The contractor shall insure the works and personnel against accidents, fire, theft, natural hazards, arson and riot to keep the Employer indemnified at all times. A copy of the valid certificate(s) shall be submitted to the Employer's Representative for reference.
- ii. In the event of an extension of the time for completion, the contractor shall, on his own account, ensure an extension of the time for the Demand/ Bank Guarantee which shall be made before the expiration date established in the guarantee.

#### **1.19. CO-ORDINATION OF WORK**

- i. Contractor shall be responsible for co-ordination and liaisoning with the concerned line departments for the shifting of the existing utilities at each site location and all the existing utilities should be shifted on commencement of their construction. Charges payable to the utility agencies / Concerned line

department shall be borne by the employer and paid directly to the departments by employer.

- ii. Contractor shall be responsible for co-ordination and liaisoning with the concerned government departments for the purpose of obtaining all the permits/licenses/NOC/Clearances/any other statutory requirements for the purpose of construction of the facilities and shall make it readily available at site for any statutory inspection during their construction. Charges payable to the concerned department shall be borne by the contractor.
- iii. At the commencement of work and from time to time, the contractor shall confer with other contractors, sub-contractors, persons engaged on separate contracts in connection with the project works, the suppliers, and with Employer's Representative for the purpose of the co-ordination and execution of various phases of the project works. The contractor shall determine and ascertain from the other contractors, sub- contractors and persons engaged on separate contracts, in connection with the project works, the extent of all chasing, cutting and forming of all openings, holes, details of all inserts, sleeves, etc. that are required to accommodate the various services. The scope of work shall deemed to include all co-ordination activities required for execution of other contract packages such as Modular OT, Medical Gas Pipelines, CSSD, Laundry, Kitchen Equipment, Pneumatic Tube Systems, Medical Equipment, Medical and Non-Medical Furniture, Laboratory Equipment, ICT, etc.
- iv. The contractor shall determine and ascertain the routes of all services and the positions of all floor and wall openings, outlets, traps, the details of all inserts, equipment and services and shall carry out the construction and making good of all "builder's work" in accordance with and as shown, described and or measured in the drawings, specifications, schedule of quantities and other contract documents. Also, the contractor shall ensure that all required services, inserts, sleeves, embedment, etc. are in place/ position before he proceeds with his work. Should the contractor fail to comply with these requirements and the consequence of such failure necessitates the breaking, re-doing and making good of any work, then the cost of all such breaking, re-doing and making good of any work shall be to the account of the contractor and shall be borne by him. No breaking and cutting of completed work shall be done unless specifically authorised in writing by the Employer's Representative. No work shall be done over broken or patched work without first ascertaining that the broken surface is adequately prepared and reinforced to receive and hold further work, as determined by the Engineer.
- v. Contractor shall attend coordination meetings at site or at employer's premises whenever requested and shall bear the expenses for attending the meeting. Contractor shall not delay the work for this reason. Contractor shall maintain records and minutes of meeting which shall be duly signed by the Employer's Representative and shall form part of the process of Handing Over.

- vi. Contractor to establish & maintain 'Mock-ups' for various areas. The requirements of scope of work includes obtaining prior approvals for 'Mock-ups' for various areas such as lift lobby area, reception / registration area, waiting area, special and semi special wards, general wards, ICCU, Examination room, Director's room, sample façades, corridors, grand lobby, toilets, lecture theatres, laboratories, offices, typical gardens, typical road sections, boundary walls, all façade elements, painting colour schemes, or any other required area, works, etc., of the project before proceeding with selection of materials for execution. The work shall be executed using the sample makes approved in the 'Mock-ups'.
- vii. The requirements of the scope of work shall include
  - c. preparation of shop drawings and as-built drawings to be approved by the employer or the Engineer of the employer.
    - The shop drawings and as-built drawings shall include submission of drawings in BIM LOD 200. Also, all as-built drawings prepared and submitted by the construction contractor shall be in BIM LOD 200.
    - For preparation of shop drawings, the construction contractor shall engage competent agencies who have carried out services for similar project defined in the PQ evaluation criteria.
  - d. Liaisoning and obtaining all utility connections. Charges payable to the utility agencies shall be borne by the employer.
- viii. A full-fledged quality control laboratory shall be established at site as per standard CPWD guidelines. Cost towards any tests as advised by PMU/The Engineer, conducted other than at the site laboratory such as NABL accredited labs / IIT Guwahati / Centre for Urbanization, Buildings & Environment (CUBE) shall be borne by the contractor.
- ix. The following documents shall also be applicable for execution of works.
  - iii. CPWD's Standard Operating Procedures (SOP) for CPWD Works Manual 2022.
  - iv. SP27 - Handbook of Method of Measurement of Building Works - First Revision (Reaffirmed 2003) issued by Bureau of Indian Standards (BIS)"

## **1.20. FACILITIES FOR THE ENGINEER & THE DEPARTMENT**

- (a) **Site Office-** The contractor shall provide 1 No site office accommodations of approximately 650 sq.ft. area (as per layout plan approved by engineer-in-charge) & conference hall at location as specified by Engineer in charge, including but not limited to following-
  - i) The site office accommodation shall be provided with all necessary furniture, fitted with all electrical items like light, fans, air conditioners, heaters, all office utilities, good quality projector in conference room etc. and complete wiring, water supply, sewerage and drainage etc. The

office should have Engineered marble flooring in common areas and vitrified tiles in rooms with UPVC windows and laminated flush door shutters. The toilet fixtures shall be as per specifications mentioned in this document. The Agency shall provide necessary Air Conditioners, lighting and fixtures i/c fan, RO etc.

- ii) The contractor shall provide the office accommodation within 03 (Three) months from the date of commencement of work.
- iii) The contractor shall arrange to maintain the site offices which includes watch and ward, day to day up keeping of the building and surroundings, periodic whitewashing/ color washing of the building including utilities, payment of AMC charges, Electricity bill, water supply bills, RO/drinking water bills etc.
- iv) The cost of construction, cost of all furniture (of Godrej/Wipro), fittings/fixtures/electrical fittings etc. and cost of maintenance and the related service charges of the site office building is deemed to be included in the quoted rates of work and nothing extra shall be payable. After completion of work, the contractor has to dismantle the site office and clear the site. This site office accommodation shall be maintained properly till completion of work and no claim whatsoever shall be entertained on the ground whether the delay in completion of work has been attributable to the Department or to the contractor.

**(b) Communication and Commuting**

- i) The contractor shall provide 2 Nos. laptop-cum-tablet) and 02 Nos. All-in-one Desktop (window 10) with 4G/5G enabled internet connection for the Engineer & his staff members. The contractor shall also provide 2 nos. Color laser printer (A3 Size) to the department. These accessories shall be retained by the department and the quoted rates are deemed to be inclusive of this cost. No additional payment shall be made to the Contractor on this account. The computer shall be provided with software viz. with MS-project, MS office, Auto Cad, etc.
- ii) The contractor shall make arrangement for Helmets and leather shoes (meant of construction work at sites) for all field staff of the department during the entire period of construction for safety reasons. One helmet and one pair of shoes per staff member (maximum ten members) of the departments per year shall be arranged by the contractor.

**(c) IP Based CCTV:**

- i) The contractor shall provide IP Based CCTV (in sufficient number to capture/monitor whole site) with all requisite softwares, hardwares and accessories. A monitoring room with digital screens shall be made in site office. Remote monitoring facilities of the CC TV footage shall also be ensured by the Contractor.

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## PART 3 – Conditions of Contract and Contract Forms





## **Section VII. General Conditions (GC)**

The Conditions of Contract for Construction MDB Harmonized Edition, attached to this Bidding Document/Contract (hereinafter referred to as “Standard GC”) have been prepared and copyrighted by the International Federation of Consulting Engineers (*Fédération Internationale des Ingénieurs-Conseils*, or FIDIC), FIDIC 2010, all rights reserved. This publication is exclusive for the use of JICA’s Borrowers and their project executing agencies as provided under the License Agreement dated August 1<sup>st</sup>, 2008, between JICA and FIDIC, and, consequently, no part of this publication may be reproduced, translated, adapted, stored in a retrieval system or communicated, in any form or by any means, whether mechanical, electronic, magnetic, photocopying, recording or otherwise, without prior permission in writing from FIDIC, except by the parties above and only for the exclusive purpose of preparing this Contract.



## **Section VIII. Particular Conditions (PC)**



## Particular Conditions (PC)

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

### Part A - Contract Data (CD)

| Conditions  | Sub-Clause    | Data   |
|---|---------------|--|
| <b>Employer's name and address</b>                                  | 1.1.2.2 & 1.3 | The Project Director, Assam Health Infrastructure Development & Management Society (AHIDMS), 04 <sup>th</sup> Floor, Nayantara Supermarket Building, Sixmile, Guwahati-22  |
| <b>Engineer's name and address</b>                                  | 1.1.2.4 & 1.3 | The Chief Engineer, Public Works Department Building (Health & Education), Chandmari, Guwahati-03  |
| <b>Bank's name</b>  | 1.1.2.11      | The Japan International Cooperation Agency (JICA)  |
| <b>Borrower's name</b>  | 1.1.2.12      | The President of India   |
| <b>Time for Completion</b>  | 1.1.3.3       | Construction - 30 Months   |
| <b>Profit</b>   | 1.2           | 5% of Cost   |
| <b>Electronic transmission systems</b>                              | 1.3           | As an alternate, E-mail will also be acceptable form of electronic transmission system, provided signed written communication in hard copy is also received within Fifteen (15) days of the transmission of an E-mail. |
| <b>Contractor's name and address</b>                                | 1.3           | [insert Contractor's name and address]   |
| <b>Governing Law</b>  | 1.4           | Law of Republic of India   |
| <b>Ruling language</b>  | 1.4           | English  |
| <b>Language for communications</b>                                  | 1.4           | English  |
| <b>Time for access to, and possession of all parts of, the Site</b> | 2.1           | By the Commencement Date   |

| Conditions  | Sub-Clause  | Data   |
|---|-------------|--|
| <b>Engineer's Duties and Authority</b>                | 3.1(B)(ii)  | Variations resulting in an increase of the Accepted Contract Amount in excess of 3% shall require approval of the Employer.  |
| <b>Performance Security</b>                           | 4.2         | The Performance Security shall be in the form of a <i>demand guarantee</i> in the amount(s) of Five percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. |
| <b>Contractor's Representative's Name</b>             | 4.3         | <i>[Insert the name of the Contractor's Representative agreed by the Employer prior to Contract signature.]</i>  |
| <b>Delay damages for the Works</b>                    | 8.7         | 0.1% of the Accepted Contract Amount per day   |
| <b>Maximum amount of delay damages</b>                | 8.7         | 5% of the Accepted Contract Amount   |
| <b>Provisional Sums</b>                               | 13.5(b)(ii) | No Contractor's overhead charges or profit shall be included or payable on the Provisional Sum for the Cost of the DB.   |
| <b>Total advance payment</b>                          | 14.2        | 10% of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable   |
| <b>Repayment amortization rate of advance payment</b> | 14.2(b)     | 17%  |
| <b>Percentage of Retention</b>                        | 14.3(c)     | 5% of the amount of each Interim Payment Certificate.  |
| <b>Limit of Retention Money</b>                       | 14.3(c)     | 5% of the Accepted Contract Amount   |
| <b>Minimum Amount of Interim Payment Certificates</b> | 14.6        | 0.75% of the Accepted Contract Amount<br>However, this condition is not applicable for first three invoice statements and last three invoice statements.   |

| Conditions  | Sub-Clause | Data   |
|---|------------|--|
| <b>The Disbursement Procedure</b>   | 14.7       | <p>(A) local currency &amp; (B) foreign currency:<br/>         “For payments under civil works contracts:<br/>         The Disbursement Procedure of JICA i.e. Reimbursement Procedure (Reimbursement Procedure will be followed in cases where expenditure, eligible for JICA financing, have already been incurred) and Commitment Procedure (applicable in foreign trade transactions, where payment for import of goods and services are arranged under a commercial Letter of Credit (LC), Commitment Procedure will be followed in cases where payment for Foreign LC is applied from the proceeds of the Loan) as stated in the Loan Agreement with JICA shall be followed for availing disbursement from JICA.”</p> <p>The brochures describing JICA’s Disbursement Procedures are available at :<br/> <a href="https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure">[https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/procedure]</a></p> |
| <b>Periods for submission of insurance:</b><br>a. evidence of insurance<br>b. relevant policies | 18.1       | 28 days<br>28 days   |
| <b>Maximum amount of deductibles for insurance of the Employer's risks</b>                      | 18.2(d)    | INR. 18,18,38,001/-  |
| <b>Minimum amount of third party insurance</b>  | 18.3       | INR 50,00,000/- per occurrence.  |
| <b>Date by which the DB shall be appointed</b>  | 20.2       | 28 day after the Commencement Date   |
| <b>The DB shall be comprised of</b>   | 20.2       | Three Members  |
| <b>Appointment (if not agreed) to be made by</b>  | 20.3       | The International Chamber of Commerce  |

**Table 1: Summary of Milestones**

| Milestone Name/Description   | Time for Completion of Milestones | Withheld % (Sub-Clause 8.13)          |
|--|-----------------------------------|---------------------------------------|
|  | All 5 Facilities                  |                                       |
| <b>All 2 Location:</b> Up to Ground Floor level in all aspect  | 6 months                          | 0.50% of the Accepted Contract amount |
| <b>Silchar DH, Udalguri DH, :</b> Up to Third Floor Super structure (including Roof) comprising all structural works, masonry works in all aspect  | 12 months                         | 0.50% of the Accepted Contract amount |
| <b>Silchar DH :</b> Up to Fifth Floor Super structure (including Roof) comprising all structural works, masonry works in all aspect<br><br><b>Udalguri DH:</b> Up to above terrace Super structure comprising all structural works   | 15 months                         | 0.50% of the Accepted Contract amount |
| <b>Silchar DH :</b> Up to above terrace Super structure comprising all structural works<br><br><b>Udalguri DH :</b> Up to above terrace Super structure masonry works in all aspect and Ancillary Building Super structure comprising all structural works, masonry works in all aspect  | 18 months                         | 0.50% of the Accepted Contract amount |
| <b>Silchar DH :</b> Up to above terrace Super structure masonry works in all aspect and Ancillary Building Super structure comprising all structural works, masonry works in all aspect<br><br><b>Udalguri DH :</b> Up to above terrace - MEP services works & Interiors in all aspect (including machine room, head room, water tank etc.). for all the buildings | 21 months                         | 0.20% of the Accepted Contract amount |
| <b>Silchar DH :</b> Up to above terrace - MEP services works & Interiors in all aspect (including machine room, head room, water tank etc.) for all the buildings<br><br><b>Udalguri DH:</b> Up to completion of External elevation and Finishing works for all the buildings  | 24 months                         | 0.20% of the Accepted Contract amount |



| Milestone Name/Description   | Time for Completion of Milestones | Withheld % (Sub-Clause 8.13)          |
|--|-----------------------------------|---------------------------------------|
|  | All 5 Facilities                  |                                       |
| <b>Silchar DH :</b> Up to completion of External elevation and Finishing works for all the buildings<br><br><b>Udalguri DH:</b> Up to completion of External Development Works and Ancillary Building Interiors in all aspect  | 27 months                         | 0.20% of the Accepted Contract amount |
| <b>Silchar DH :</b> Up to completion of External Development Works and Ancillary Building Interiors in all aspect for all the buildings<br><br><b>Udalguri DH:</b> Up to completion of Balance Works identified by the Engineer (if any)   | 29 months                         | 0.20% of the Accepted Contract amount |
| <b>Silchar DH :</b> Up to completion of Balance Works identified by the Engineer (if any)  | 30 months                         | 0.20% of the Accepted Contract amount |
| <b>Note:</b><br><br>i) The Time for Completion of Milestones mentioned above will be calculated from the Commencement Date.<br><br>ii) Withheld amount of previous milestones shall be released if and when in the subsequent milestones, by way of implementing an appropriate catching up plan, contractor completes all milestones within the specified time. However, in case milestones are not achieved by the Contractor for the work within respective time for completion specified, the amount withheld against milestones shall be deducted for delay damages over and above the Maximum amount of delay damages shown in CD 8.7. |                                   |                                       |

## **Part B - Specific Provisions (SP)**

### **Sub-Clause 1.1.1 The Contract**

Delete the entire Sub-Clause 1.1.1.4 and substitute:

“1.1.1.4 “Letter of Tender” means the document(s) entitled letter of bid, or letters of technical bid and price bid, as appropriate, which was/were completed by the Contractor and include(s) the signed offer to the Employer for the Works.”

### **Sub-Clause 1.1.2 Parties & Persons**

Delete the entire sub-clause 1.1.2.6 and substitute:

“1.1.2.6 “Employer’s Personnel” means The Facility Team Leader (National), Project Management Consultant notified to the contractor by the Employer, the Engineer, the assistants referred to in Sub-Clause 3.2 [Delegation by the Engineer] and all other staff, labour and other employees of the Engineer and of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer’s Personnel.

### **Sub-Clause 1.1.4 Money and Payments**

Add the following at the end of the sub clause 1.1.4:

“1.1.4.13 “Part rate” means a rate that is applicable to part of an item of work, or a specific portion of the total work, rather than the entire unit of that item”

### **Sub-Clause 1.5 Priority of Documents**

Delete the entire Sub-Clause 1.5 and substitute:

"The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) the Letter of Acceptance;
- (b) the Letter of Technical Bid;
- (c) the Letter of Price Bid including Bill of Quantities (Annexure-1);
- (d) the addenda, if any;
- (e) the Particular Conditions;
- (f) the General Conditions;

(g) the Specification;

(h) the Drawings;

(i) the Completed Schedules and any other documents forming part of the contract;

(j) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans; and

(k) the Bidder's Safety Declaration (Form JSSS/BSD)

Within the Safety Specification, the Particular Safety Specification shall have priority over JICA Standard Safety Specification (JSSS), and the Safety Specification shall have priority over the other parts of the Specification in respect of health and safety matters.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction."

**Sub-Clause 1.15  
Inspections and Audit  
by the Bank**

Delete the entire Sub-Clause 1.15.

**Sub-Clause 1.16  
The Contractor's  
Liabilities as to the  
payment taxes and  
duties**

Add the following as a new Sub-Clause:

**"1.16 The Contractor's Liabilities as to the payment taxes and duties**

The Contractor shall be liable to the payment of taxes and duties, unless otherwise stated in the Contract Data.

In this context;

(A) duties, taxes and levies listed in the Contract Data shall be exempted. Such exemptions are fallen into two categories, namely:

- (i) "No Pay" category: The Contractor shall be entitled to exemption from duties, taxes and levies falling into this category, without having to make any payment arising from or out of or in connection with such liabilities; or
- (ii) "Pay & Reimburse" category: The Contractor shall be entitled to exemption from duties, taxes and levies, falling into this category, provided that he first makes all payments arising from or out of or in connection

with such liabilities and then applies for their reimbursement from the relevant authority, following the procedure prescribed by such authority;

or

(B) duties, taxes and levies shall be paid by the Employer on behalf of the Contractor:

If the lists referred to in sub-paragraph (A) or (B) are not included in the Contract Data, this Sub-Clause shall not apply.”

**Sub-Clause 1.17  
Payment of GST  
(Goods & Service  
Taxes) and submission  
of proof against GST  
payment**

There is no exemption of import duties or tax exemption for the contractor's equipment including essential spare parts.

The contractor is responsible for including all duties, taxes (except GST) and other levies payable under the contract in the bid price. In the event of any change in the rate of GST, necessary adjustments shall be made in the invoice statements submitted after the effective date of revision in GST. All rates quoted for individual items shall be excluding GST. There is no exemption or reimbursement on taxes and duties for the project. The contractor is responsible for including all duties, taxes (except GST) and other levies payable under the contract in the bid price. In the event of any change in the rate of GST, necessary adjustments shall be made in the invoice statements submitted after the effective date of revision in GST. All rates quoted for individual items shall be excluding GST.

At the time of signing of the Contract Agreement, the Employer shall add the GST at prevailing rates over and above the quoted rate as indicated in the Price Bid.

The Employer shall pay Goods and Services Tax (GST) payable on submission of approved Tax Invoice. However, Contractor shall submit quarterly CA Certificate with UDIN certifying that the GST component charged to the Employer by the Contractor has been timely and completely discharged by the Contractor.

Non-submission of such CA Certificate shall entitle the Employer to withhold any further payment of GST component to the Contractor.

**Sub-Clause 4.1  
Contractor's General  
Obligations**

In the third paragraph, delete “have their origin in any eligible source country as defined by the Bank” and substitute:

“meet the requirements specified in the Annex to Part B: JICA Specific Provisions – Eligible Source Countries of Japanese

ODA Loans hereto.”.

**Sub-Clause 5.1  
Definition of  
“Nominated  
Subcontractor”**

In sub-paragraph (b), delete “[*Objection to Notification*]” and substitute “[*Objection to Nomination*]”.

**Sub-Clause 6.7  
Health and Safety**

Delete the following last sentence of the last paragraph:

“Payment to the Contractor for preparation and implementation this programme shall not exceed the Provisional Sum dedicated for this purpose.”.

Add the following at the end of Sub Clause 6.7:

In addition to the foregoing provisions, the Contractor will be required to comply fully with the requirements and procedures during implementation of the work and to follow strictly the provisions of the Safety Specification which contains Particular Safety Specification (PSS) and JICA Standard Safety Specification (JSSS). Whenever considerations are to be given in executing the Works under the Contract, the policies and requirements of the Safety Specification shall take the precedence over and shall have higher priority than those stated in the other parts of the Specification in respect of health and safety matters.

**Sub-Clause 8.13  
Withholding of payment  
for Delay**

Add the following at the end of Clause 8: Commencement, Delays and Suspension:

“In case, the contractor does not achieve a particular milestone mentioned in the ‘Table-1: Summary of Milestones’ of Contract Data, or the re-scheduled milestone(s) agreed & approved by the Engineer, the amount shown against that milestone shall be withheld from the interim payment to the contractor. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. The amount so withheld can be released against BG/ FDR from a commercial bank of equivalent amount. Further, no interest, whatsoever, shall be payable on such withheld amount.

**Sub-Clause 12.1  
Works to be Measured**

Delete the entire Sub-Clause 12.1 and substitute:

“The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract supported by the duly signed measurement book by both the notified Employer’s Personnel and the Engineer.

Whenever the Engineer requires any part of the Works to be measured, reasonable notice shall be given to the Contractor’s Representative, who shall:

- (a) promptly either attend or send another qualified representative to assist the Engineer in making the measurement, and
- (b) supply any particulars requested by the Engineer.

If the Contractor fails to attend or send a representative, the measurement made by (or on behalf of) the Engineer shall be accepted as accurate.

Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree the records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

If the Contractor examines and disagrees the records, and/or does not sign them as agreed, then the Contractor shall give notice to the Engineer of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Engineer shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Engineer within 14 days after being requested to examine the records, they shall be accepted as accurate.”

**Sub-Clause 12.5  
Computerized  
Measurement Book**

Add the following at the end of Sub-Clause 12.4:

“The Engineer shall, except as otherwise provided, ascertain and determine by measurement the value of work done in

accordance with the Contract.

All measurements of all items having financial value shall be entered by the Contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format laid down by the Engineer, so that a complete record is obtained of all the items of works performed under the Contract.

All such measurements and levels recorded by the Contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the notified Employer's Personnel and the Engineer as per interval or program fixed by the Engineer. All calculations shall be done using relevant formulae. All carried forward figures be those in the measurement portion or in the abstract, shall have linkage to the cell where from it is carried forward. No quantity without linkage to its reference cell shall be permitted. Measurements thus recorded shall however be admitted for payment only after confirmation of compliance to other stipulations laid down in the contract.

After the necessary corrections made by the notified Employer's Personnel and the Engineer, the measurement sheets shall be returned to the Contractor for incorporating the corrections and for resubmission to the notified Employer's Personnel and the Engineer for the dated signatures by notified Employer's Personnel and the Engineer, and the Contractor or their representatives in token of their acceptance.

Whenever Bill is due for payment, the Contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked by the Engineer and/or his authorized representative. The Contractor will, thereafter, incorporate such changes arising out of these checks/test checks, in his draft computerized measurements, and submit to the notified Employer's Personnel and the Engineer a computerized Measurement Book, duly bound, and with its pages machine/computer numbered. The Engineer and/or his authorized representative would thereafter check the Measurement Book, and record the necessary certificate for their checks/test checks.

The final, fair, computerized Measurement Book given by the Contractor, duly bound, with its pages machine/computer numbered, should be 100% correct, and no cutting or overwriting in the measurements would thereafter be allowed. If at all any error is noticed, the Contractor shall have to submit a

fresh computerized Measurement Book with its pages duly machine/computer numbered and bound, after getting the earlier Measurement Book cancelled by the Engineer. Thereafter, the Measurement Book shall be taken in the Engineer's Office records, and allotted a number as per the Register of Computerized MBs. This shall be done by the Engineer before the corresponding Bill is submitted to the Office of Employer for payment. The Contractor shall submit two spare copies of such computerized Measurement Book's for the purpose of reference and record by the various officers of the Employer.

The Contractor shall also generate a separate computerized Measurement Book containing Abstract of Cost and submit to the notified Employer's Personnel and the Engineer along with the Bill based on these measurements, duly bound, and its pages machine/computer numbered along with two spare copies of the Bill. The Contractor shall submit his bill in the format approved by the Engineer. Thereafter, this Bill will be processed by the Engineer and allotted a number as per the computerized Measurement Book record in the same way as done for the Measurement Books meant for measurements and Abstract of Cost.

The contractor shall submit separate soft and hard copies of Measurement Books containing details of measurements and a separate soft and hard copy of abstract of measurements. For recording measurements and also for preparing abstract, the contractor shall use black font with standard type and size. Change of font type, size (font size 12) and colour shall be seen as violation of billing procedure. The contractor shall certify that there are no hidden cells in the computerized measurement books.

If the measurements are taken in connection with a running contract, the contractor shall record a reference to the last set of measurements, if any. If the entire job or contract has been completed, the date of completion shall be mentioned. If the measurements taken are the first set of measurements on a running account or the first and final measurements, this fact shall be suitably noted by the contractor against the entries in the Measurement Book and in the latter case, the actual date of completion shall also be mentioned.

All pages of the measurement book shall have header giving the name of work, contract package in abbreviated form and the footer shall be numbered. Entries shall be recorded continuously and no blank page left or torn out. Any page or space left blank inadvertently shall be cancelled by diagonal line, the



cancellation being attested and dated by the contractor.

In cases where “Part rate” is claimed for any item, brief reason and rationale for arriving at part rate shall be recorded in the Measurement Book by the Contractor. In such cases the quantities shall be correctly indicated for each part rate (in case of more than one rate assigned for the same item) based on measurements. The Engineer reserves the right to modify the part rate and/or the quantity to which such part rate is assigned.

The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements/levels by the notified Employer’s Personnel and the Engineer or his authorized representative.

Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.

The Contractor shall give not less than seven days’ notice to the Engineer or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer or his authorized representative in charge of the work who shall with the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or the Engineer’s consent being obtained in writing the same shall be uncovered at the Contractor’s expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

The notified Employer’s Personnel and the Engineer or his authorized representative may cause either themselves to check

the measurements recorded by the Contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.

It is also a term of this Contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates and it shall not relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.”

**Sub-Clause 13.5  
Provisional Sums**

Add the following at the end of Sub-Clause 13.5:

“As an exception to the above, the Provisional Sum for the cost of the DB shall be used, in accordance with Sub-Clause 20.2 [*Appointment of the Dispute Board*], for payments to the Contractor of the invoices of the DB for its Regular Cost and one-half of its Non-Regular Cost.

No prior instruction of the Engineer shall be required with respect to the work of the DB.

The following shall apply to payments under the Provisional Sum of the cost of the DB:

- (A) Requests for any payment under the Provisional Sum shall be included in those Statements submitted under Sub-Clause 14.3 [*Application for Interim Payment Certificates*] together with all necessary substantiations including:
  - (i) invoices prepared by the DB members and provided to the Contractor for payment/ reimbursement of their fees and/or expenses; and
  - (ii) evidence of payment of such invoiced amounts in full.
- (B) The Contractor’s overhead, profit, etc., shall not be included in the Provisional Sums for the cost of the DB.
- (C) The Engineer’s certification of such Statements under Sub-Clause 14.6 [*Issue of Interim Payment Certificates*] shall be based upon the invoices of the DB and evidence of payment of such invoiced amounts in full by the Contractor.

**Sub-Clause 14.5  
Plant and Materials  
intended for the Works**

Delete “Schedules” in the second paragraph, in the sub-paragraph (b) (i) and in the sub-paragraph (c) and substitute “Contract Data” respectively.

**Sub-Clause 14.6  
Issue of Interim  
Payment Certificates**

Add the following at the end of the first paragraph:

“and shall include any amounts due to or from the Contractor in accordance with a decision by the DB made under Sub-Clause 20.4 [*Obtaining Dispute Board’s Decision*].”

**Sub-Clause 14.7  
Payment**

Delete sub-paragraphs (b) and substitute:

“(b) the amount certified in each Interim Payment Certificate within 56 days after the Engineer receives the Statement and supporting documents including any amounts due in accordance with a decision by the DB which have been included in the Interim Payment Certificate ; or, at a time when the Bank’s loan (from which part of the payments to the Contractor is being made) is suspended, the amount shown on any statement submitted by the Contractor within 14 days after such statement is submitted, any discrepancy being rectified in the next payment to the Contractor; and”

Delete the last paragraph of this Sub-Clause and substitute:

“Payment of the amount due in:

- (A) local currency, payable from the proceeds of the Loan, shall be made through as stated in the Contract Data; and
- (B) foreign currency, payable from the proceeds of the Loan, shall be made through as stated in the Contract Data.

Payment of the amount due in each currency, payable from any source of finance other than the Loan Agreement such as the Employer’s own funds, shall be made directly into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract.

Any charges or fees associated with or incidental to remittance of funds from JICA/ Employer to the Contractor’s account including but not limited to those for opening and amendment commissions of the Letter of Credit shall solely be borne by the Employer.”

**Sub-Clause 14.15**

Delete the entire Sub-Clause 14.15 and substitute:

**Currencies of Payment** “The Contract Price shall be paid in the currency or currencies in which the bid price was expressed in the Letter of Price Bid or Letter of Bid, as appropriate. If more than one currency is so named, payments shall be made as follows:

- (a) payment of the damages specified in the Contract Data, shall be made in the currencies and proportions specified in the Letter of Bid or Letter of Price Bid as applicable;
- (b) other payments to the Employer by the Contractor shall be made in the currency in which the sum was expended by the Employer, or in such currency as may be agreed by both Parties;
- (c) if any amount payable by the Contractor to the Employer in a particular currency exceeds the sum payable by the Employer to the Contractor in that currency, the Employer may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
- (d) the applicable rates of exchange shall be those prevailing on the Base Date and determined by the central bank of the Country.”

**Sub-Clause 15.6**  
**Corrupt or Fraudulent Practices**

Delete the entire Sub-Clause 15.6 and substitute:

“If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt or fraudulent practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days’ notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2 [*Termination by Employer*].

Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt or fraudulent practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [*Contractor’s Personnel*].

The Contractor is required to comply with JICA's policy in regard to corrupt and fraudulent practices as declared in the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans.”

**Sub-Clause 20.2**  
**Appointment of the Dispute Board**

Delete the six paragraph and substitute:

“The terms of the remuneration of either the sole member or

each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment. The Employer shall be responsible for paying the Regular Cost and one-half of the Non-Regular Cost and the Contractor shall be responsible for paying one-half of the Non-Regular Cost.

For the purposes of this Sub-Clause:

(a) “Regular Cost” means retainer fees of DB members, daily fees of the DB members for regular Site visits and all expenses of regular Site visits of the DB members.

(b) “Non-Regular Cost” means all fees and expenses of the DB other than the Regular Cost.”

**Sub-Clause 20.6  
Arbitration**

Delete the entire Sub-Clause 20.6 and substitute:

“Any dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.5 above and in respect of which the DB’s decision (if any) has not become final and binding shall be finally settled by arbitration. Arbitration shall be conducted as follows:

(a) if the Contract is with a foreign contractor (or if the lead partner is a foreign contractor, in case of JV), international arbitration (1) with proceedings administered by the arbitration institution designated in the Contract Data, and conducted under the rules of arbitration of such institution; or, if so specified in the Contract Data, (2) with proceedings administered by Japan Commercial Arbitration Association (JCAA) and conducted under the arbitration rules of JCAA; or (3) if neither an arbitration institution nor arbitration rules are specified in the Contract Data, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

(b) if the Contract is with a domestic contractor (or if the lead partner is a domestic contractor, in case of JV), arbitration with proceedings conducted in accordance with the laws of the Country.

The place of arbitration shall be a neutral location determined in accordance with the applicable rules of arbitration; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [*Law and*

*Language*].

The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.”

**Sub-Clause 20.7  
Failure to Comply with  
Dispute Board’s  
Decision**

Delete the entire Sub-Clause 20.7 and substitute:

“In the event that a Party fails to comply with any decision of the DB, whether binding or final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself directly to arbitration under Sub-Clause 20.6 [*Arbitration*] in which case Sub-Clause 20.4 [*Obtaining Dispute Board's Decision*] and Sub-Clause 20.5 [*Amicable Settlement*] shall not apply to this reference. The arbitral tribunal (constituted under Sub-Clause 20.6 [*Arbitration*]) shall have the power, by way of summary or other expedited procedure, to order, whether by partial award, an interim or provisional measure or award (as may be appropriate under applicable law or otherwise), the enforcement of that decision.”

**Sub-Clause 20.8  
No Dispute Board in  
Place**

Change the title of the Sub-Clause from “20.8 Expiry of Dispute Board’s Appointment” to “20.8 No Dispute Board in Place”

Delete the entire Sub-Clause 20.8 and substitute:

“If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DB in place (or no DB is being constituted), whether by reason of the expiry of the DB's appointment or otherwise:

(a) Sub-Clause 20.4 [*Obtaining Dispute Board's Decision*] and

Sub-Clause 20.5 [*Amicable Settlement*] shall not apply, and

(b) the dispute may be referred by either Party directly to arbitration under Sub-Clause 20.6 [*Arbitration*] without prejudice to any other rights the Party may have.”

**Appendix  
General Conditions of  
Dispute Board  
Agreement**

**Clause 6** Delete the third and fourth paragraphs from the end and substitute:  
**Payment**

“The Contractor shall pay each of the Member’s invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of the amount which the Employer is responsible for these invoices (the Regular Cost and one-half of the Non-Regular Cost). The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer’s rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of the amount which the Contractor is responsible for, including any additional excess of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.8 of the Conditions of Contract.”

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**Annex to Part B: Specific Provisions - Eligible Source Countries of Japanese ODA Loans.**

All countries and areas are eligible.



## **Section IX. Contract Forms**

## Section IX. Contract Forms

### Table of Forms

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## Letter of Acceptance

*[insert letterhead paper of the Employer]*

*[insert date]*

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

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

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IX, Contract Forms, of the Bidding Document.

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

Attachment: Memoranda (*Insert list of memoranda (if any) as referred in Sub-Clause 1.1.1.3*)

## Contract Agreement

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

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Acceptance;
  - (b) the Letter of Technical Bid;
  - (c) the Letter of Price Bid including Bill of Quantities (Annexure-1);
  - (d) the addenda, if any;
  - (e) the Particular Conditions;
  - (f) the General Conditions;
  - (g) the Specification;
  - (h) the Drawings;
  - (i) the completed Schedules and any other documents forming part of the contract;
  - (j) the Acknowledgement of Compliance with Guidelines for Procurement under Japanese ODA Loans; and
  - (k) the Bidder’s Safety Declaration (Form JSSS/BSD)
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed on the day and year first above written.

Signed by \_\_\_\_\_

for and on behalf of the Employer  
in the presence of:

Signed by \_\_\_\_\_

for and on behalf the Contractor in the  
presence of:

Witness;

Name :

Signature :

Address :

Witness;

Name :

Signature :

Address :

Date :

Date :

# Performance Security

## Option 1: Demand Guarantee

[insert Guarantor letterhead or SWIFT identifier code]

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

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

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

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

We have been informed that [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution of [insert name of the contract and brief description of the Works] (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words]),<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for its demand or the sum specified therein.

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

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<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9.

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

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[signature(s)]

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

## Advance Payment Security

### Demand Guarantee

[insert Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** [insert name and address of the Employer]

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

**ADVANCE PAYMENT GUARANTEE No.:** [insert guarantee reference number]

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

We have been informed that [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date of the contract] with the Beneficiary, for the execution of [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert amount in figures] ([insert amount in words]) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words])<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.



A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire and be returned to us, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the *[insert day]* day of *[insert month]*, *[insert year]*,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

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*[signature(s)]*

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

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<sup>2</sup> *Insert the expected expiration date of the Time for Completion.*

## Retention Money Security

### Demand Guarantee

[insert Guarantor letterhead or SWIFT identifier code]

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

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

**RETENTION MONEY GUARANTEE No.:** [insert guarantee reference number]

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

We have been informed that [insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution of [insert name of contract and brief description of Works] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, payment of [insert the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security] is to be made against a Retention Money guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words])<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed

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<sup>1</sup> The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security and denominated either in the currency(ies) of the second half of the Retention Money as specified in the Contract, or in a freely convertible currency acceptable to the Beneficiary.

document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or show grounds for its demand or the sum specified therein.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Applicant on its account number [*insert account's number*] at [*insert name and address of Applicant's bank*].

This guarantee shall expire and be returned to us no later than the [*insert day*] day of [*insert month*], [*insert year*]<sup>2</sup>, and any demand for payment under it must be received by us at the office indicated above on or before that date.

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

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[*signature(s)*]

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

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<sup>2</sup> *Insert the same expiry date as set forth in the Performance Security, representing the date twenty-eight days after the completion date described in GC Clause 11.9.*