

**BIHAR STATE HIGHWAYS PROJECT
BID DOCUMENT
FOR
CIVIL WORKS**

**Improvement/Upgradation, Widening and Strengthening of
Bettiah -Narkatiyaganj Road (SH-105) under Civil work
Contract Package No. BSHP-III(Phase-2)/Pkg-5/SH-105**

Invitation No. – BSHP-III(Phase-2)/ Pkg-5/SH-105/ 2021-22, Patna, Dated 17.02.2022



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ASIAN DEVELOPMENT BANK

STANDARD BIDDING DOCUMENT

Procurement of Works

- Single-Stage: Two-Envelope Bidding Procedure -

Not to be used as a Bid Document, Only for Reference

Asian Development Bank

June 2018

Not to be used as a Bid Document, Only for Reference

Procurement of Works

BIDDING DOCUMENT

for

Procurement

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Contract Package No. BSHP-III(Phase-2)/Pkg-5/SH-105

Issued on : 17/02/2022
Invitation for Bids No. : BSHP-III(Phase-2)/ Pkg-5/SH-105/2021-22
OCB No. : BSHP-III(Phase-2)/ Pkg-5/SH-105
Employer : Bihar State Road Development Corporation Ltd.
Country : india

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Preface

This Bidding Document for the Procurement of Works has been prepared by Bihar State Road Development Corporation Limited and is based on the Standard Bidding Document for the Procurement of Works (*SBD Works*) issued by the Asian Development Bank dated June, 2018.

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

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Table of Contents - Summary Description

PART I BIDDING PROCEDURES

Section 1 - Instructions to Bidders (ITB) -----	1-1
This section specifies the procedures Bidders should follow when preparing and submitting their Bids. Information is also provided on the submission, opening, evaluation of bids, and on the award of contract.	
Section 2 - Bid Data Sheet (BDS) -----	2-1
This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section 1 (Instructions to Bidders).	
Section 3 - Evaluation and Qualification Criteria (EQC) -----	3-1
This section contains the criteria to determine the lowest evaluated bid and the qualifications of the Bidder to perform the contract.	
Section 4 - Bidding Forms (BDF) -----	4-1
This section contains the forms to be completed by the Bidder and submitted as part of its bid.	
Section 5 - Eligible Countries (ELC) -----	5-1
This section contains the list of eligible countries.	

PART II REQUIREMENTS

Section 6 - Employer's Requirements (ERQ) -----	6-1
This section contains the Specifications, Drawings, and Supplementary Information that describe the Works to be procured, Personnel Requirements, and Equipment Requirements.	

PART III CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 7 - General Conditions of Contract (GCC) -----	7-1
This section contains the general clauses that govern the Contract. These General Conditions shall be the Conditions of Contract for Construction, Multilateral Development Bank Harmonized Edition, prepared by the Fédération Internationale des Ingénieurs-Conseil (FIDIC MDB Edition, June 2010). These Conditions are subject to the variations and additions set out in Section 8 (Particular Conditions of Contract).	
Section 8 - Particular Conditions of Contract (PCC) -----	8-1
This section contains provisions that are specific to each contract and that modify or supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.	
Section 9 - Contract Forms (COF) -----	9-1
This section contains forms that, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.	

Section 1: Instructions to Bidders

This Section specifies the procedures to be followed by Bidders in the preparation and submission of their Bids. Information is also provided on the submission, opening, evaluation of bids, and award of contract.

Table of Clauses

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

E. Evaluation and Comparison of Bids..... 1-18

26. Confidentiality 1-18

27. Clarification of Bids 1-18

28. Deviations, Reservations, and Omissions 1-18

29. Examination of Technical Bids..... 1-18

30. Responsiveness of Technical Bids 1-19

31. Nonmaterial Nonconformities 1-19

32. Qualification of the Bidder 1-20

33. Subcontractors 1-20

34. Correction of Arithmetical Errors 1-20

35. Conversion to Single Currency 1-21

36. Domestic Preference 1-21

37. Evaluation and Comparison of Price Bids 1-21

38. Abnormally Low Bids..... 1-21

39. Unbalanced or Front-Loaded Bids 1-22

40. Employer’s Right to Accept Any Bid, and to Reject Any or All Bids..... 1-22

41. Notice of Intention for Award of Contract..... 1-23

F. Award of Contract..... 1-23

42. Award Criteria 1-23

43. Notification of Award..... 1-23

44. Signing of Contract..... 1-23

45. Performance Security..... 1-24

46. Bidding-Related Complaints..... 1-24

Not to be used as a Bid Document, Only for Reference

A. General

1. Scope of Bid

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

2. Source of Funds

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

3. Fraud and Corruption

- 3.1 ADB's Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - (iv) "collusive practice" means an arrangement between two or more

- parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (v) “abuse” means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
 - (vi) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;
 - (vii) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB’s contractual rights of audit or inspection or access to information; and
 - (viii) “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (vii) above and the following: violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;
 - (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;
 - (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and
 - (e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect

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

their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

- 3.2 All Bidders, consultants, contractors, suppliers, and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:
- (a) being available to be interviewed and replying fully and truthfully to all questions asked;
 - (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;
 - (c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;
 - (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);
 - (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and
 - (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.
- 3.3 All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors, and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.
- 3.4 The Employer hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.
- 3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 1.15 and 15.6 of the Conditions of Contract.
- 4. Eligible Bidders**
- 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5—or any combination of them with a formal

intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,

- (a) all partners shall be jointly and severally liable; and
- (b) the Joint Venture shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed Subcontractors or Suppliers for any part of the Contract including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in the bidding process if any of, including but not limited to, the following apply:

- (a) they have controlling shareholders in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13 of the Bidding Document. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)-(d) above, this does not limit the participation of a Bidder as a Subcontractor in another Bid or of a firm as a Subcontractor in more than one Bid; or
- (f) a Bidder, Joint Venture partner, associates, parent company, or any affiliated entity, participated as a Consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the contract; or
- (h) a Bidder would be providing goods, works, or nonconsulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm.

- 4.4 A firm shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporary suspended or debarred firm will be rejected.
- 4.5 Government-owned enterprises in the Employer's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Employer.
- 4.6 A Bidder shall not be under suspension from bidding by the Employer as the result of the execution of a Bid-Securing Declaration.
- 4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.8 Firms shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.
- 4.9 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

5. Eligible Materials, Equipment and Services

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

B. Contents of Bidding Document

6. Sections of Bidding Document

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

PART I Bidding Procedures

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

PART II Requirements

Section 6 - Employer's Requirements (ERQ)

PART III Conditions of Contract and Contract Forms

Section 7 - General Conditions of Contract (GCC)

Section 8 - Particular Conditions of Contract (PCC)

Section 9 - Contract Forms (COF)

- 6.2 The IFB issued by the Employer is not part of the Bidding Document.
- 6.3 The Employer is not responsible for the completeness of the Bidding Document and their addenda, if they were not obtained directly from the source stated by the Employer in the IFB.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Employer in writing at the Employer's address indicated in the BDS or raise his inquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than 21 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. Should the Employer deem it necessary to amend the Bidding Document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 22.2.
- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if provided for in the BDS. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than 1 week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all

Bidders who have acquired the Bidding Document in accordance with ITB 6.3. Any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.

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

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document from the Employer in accordance with ITB 6.3.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

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

11.2 The Technical Bid shall comprise the following:

- (a) Letter of Technical Bid;
- (b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19;
- (c) alternative Bids, if permissible, in accordance with ITB 13;
- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.2;
- (e) documentary evidence in accordance with ITB 17, establishing the Bidder's qualifications to perform the contract;
- (f) Technical Proposal in accordance with ITB 16; and

(g) any other document required in the BDS.

11.3 The Price Bid shall comprise the following:

- (a) Letter of Price Bid;
- (b) completed Price Schedules, in accordance with ITB 12 and ITB 14;
- (c) alternative price Bids, at Bidder's option and if permissible, in accordance with ITB 13; and
- (d) any other document required in the BDS.

11.4 In addition to the requirements under ITB 11.2, Bids submitted by a Joint Venture shall include a copy of the Joint Venture Agreement entered into by all partners. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all partners and submitted with the Bid, together with a copy of the proposed agreement.

12. Letters of Bid and Schedules

12.1 The Letters of Technical Bid and Price Bid, and the Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section 4 (Bidding Forms). The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested and as required in the BDS.

13. Alternative Bids

13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS, as will the method of evaluating different times for completion.

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

13.4 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified in the BDS and described in Section 6 (Employer's Requirements). The method for their evaluation will be stipulated in Section 3 (Evaluation and Qualification Criteria).

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Price Bid and in the 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 will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bill of Quantities.

- 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 The prices shall be either fixed or adjustable as specified in the BDS.
- (a) In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as nonresponsive and rejected.
- (b) In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport, and contractor's equipment in accordance with the provisions of the Conditions of Contract. A Bid submitted with a fixed price will be treated as nonresponsive and be rejected. The Bidder shall furnish the indexes and weightings for the price adjustment formulas in the Tables of Adjustment Data included in Section 4 (Bidding Forms) and the Employer may require the Bidder to justify its proposed indexes and weightings. Any bid that omits indexes and weightings shall be subject to clarification with the Bidder.
- 14.6 If so indicated in ITB 1.1, bids are being invited for individual contracts or for any combination of contracts (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Price reductions or discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all contracts are submitted and opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

15. Currencies of Bid and Payment

- 15.1 The unit rates and the prices shall be quoted by the Bidder entirely in the currency specified in the BDS.
- 15.2 Bidders shall indicate the portion of the bid price that corresponds to expenditures incurred in the currency of the Employer's country in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).
- 15.3 Bidders expecting to incur expenditures in other currencies for inputs to the Works supplied from outside the Employer's country and wishing to be paid accordingly may indicate the other currencies in the Schedule of Payment Currencies included in Section 4 (Bidding Forms).
- 15.4 The rates of exchange to be used by the Bidder for currency conversion during bid preparation shall be the selling rates for similar transactions prevailing on

the date 28 days prior to the deadline for submission of bids published by the source specified in the BDS. If exchange rates are not so published for certain currencies, the Bidder shall state the rates used and the source. Bidders should note that for the purpose of payments, the exchange rates confirmed by the source specified in the BDS as the selling rates prevailing 28 days prior to the deadline for submission of Bids shall apply for the duration of the Contract so that no currency exchange risk is borne by the Bidder.

- 15.5 Foreign currency requirements indicated by the Bidders in the Schedule of Payment Currencies shall include but not limited to the specific requirements for
- (a) expatriate staff and labor employed directly on the Works;
 - (b) social, insurance, medical and other charges relating to such expatriate staff and labor, and foreign travel expenses;
 - (c) imported materials, both temporary and permanent, including fuels, oil and lubricants required for the Works;
 - (d) depreciation and usage of imported Plant and Contractor's Equipment, including spare parts, required for the Works;
 - (e) foreign insurance and freight charges for imported materials, Plant and Contractor's Equipment, including spare parts; and
 - (f) overhead expenses, fees, profit, and financial charges arising outside the Employer's country in connection with the Works.
- 15.6 Bidders may be required by the Employer to clarify their foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Payment Currencies are reasonable and responsive to ITB 15.3 above, in which case a detailed breakdown of its foreign currency requirements shall be provided by the Bidder.
- 15.7 Bidders should note that during the progress of the Works, the foreign currency requirements of the outstanding balance of the Contract Price may be adjusted by agreement between the Employer and the Contractor in order to reflect any changes in foreign currency requirements for the Contract, in accordance with Subclause 14.15 of the Conditions of Contract. Any such adjustment shall be effected by comparing the percentages quoted in the bid with the amounts already used in the Works and the Contractor's future needs for indicated items.

**16. Documents
Comprising the
Technical Proposal**

- 16.1 The Bidder shall furnish a Technical Proposal including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section 4 (Bidding Forms), in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work requirements and the completion time.

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

- 17.1 To establish its qualifications to perform the Contract in accordance with Section 3 (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding information sheets included in Section 4 (Bidding Forms).
- 17.2 Domestic Bidders, individually or in Joint Ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the

criteria for eligibility as described in ITB 36.

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. A bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

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

19. Bid Security/Bid-Securing Declaration

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

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

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

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

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

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

19.5 If a bid security is specified pursuant to ITB 19.1, the bid security of unsuccessful Bidders shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 45.

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

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

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

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

20. Format and Signing of Bid

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

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

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

D. Submission and Opening of Bids

21. Sealing and Marking of Bids

21.1 Bidders may always submit their Bids by mail or by hand. When so specified in the BDS, Bidders shall have the option of submitting their Bids

electronically. Procedures for submission, sealing, and marking are as follows:

- (a) Bidders submitting Bids by mail or by hand shall enclose the original of the Technical Bid, the original of the Price Bid, and each copy of the Technical Bid and each copy of the Price Bid, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL - TECHNICAL BID,” “ORIGINAL - PRICE BID,” and “COPY NO... - TECHNICAL BID” and “COPY NO.... - PRICE BID.” These envelopes, the first containing the originals and the others containing copies, shall then be enclosed in one single envelope per set. If permitted in accordance with ITB 13, alternative Bids shall be similarly sealed, marked and included in the sets. The rest of the procedure shall be in accordance with ITB 21.2 and ITB 21.5.
- (b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

21.2 The inner and outer envelopes shall

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with BDS 2.1; and
- (c) bear the specific identification of this bidding process indicated in the BDS 1.1.

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

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

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

22. Deadline for Submission of Bids

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

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

23. Late Bids

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

24. Withdrawal, Substitution, and Modification of Bids

24.1 A Bidder may withdraw, substitute, or modify its Bid – Technical or Price – after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be

- (a) prepared and submitted in accordance with ITB 20 and ITB 21 (except for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION”; and
- (b) received by the Employer no later than the deadline prescribed for submission of Bids, in accordance with ITB 22.

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

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

25. Bid Opening

25.1 The Employer shall open the Technical Bids in public at the address, on the date and time specified in the BDS in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 21.1, shall be as specified in the BDS. The Price Bids will remain unopened and will be held in custody of the Employer until the specified time of their opening. If the Technical Bid and the Price Bid are submitted together in one envelope, the Employer may reject the entire Bid. Alternatively, the Price Bid may be immediately resealed for later evaluation.

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

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

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

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

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

- (c) the presence of a bid security or Bid-Securing Declaration, if required; and
- (d) any other details as the Employer may consider appropriate.

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

- 25.6 The Employer shall prepare a record of the opening of Technical Bids that shall include, as a minimum, the name of the Bidder and whether there is a withdrawal, substitution, or modification; alternative proposals; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted Bids on time, and noted online when electronic bidding is permitted.
- 25.7 At the end of the evaluation of the Technical Bids, the Employer will invite bidders who have submitted substantially responsive Technical Bids and who have been determined as being qualified for award to attend the opening of the Price Bids. The date, time, and location of the opening of Price Bids will be advised in writing by the Employer. Bidders shall be given reasonable notice of the opening of Price Bids.
- 25.8 The Employer will notify Bidders in writing who have been rejected on the grounds of their Technical Bids being substantially nonresponsive to the requirements of the Bidding Document and return their Price Bids unopened.
- 25.9 The Employer shall conduct the opening of Price Bids of all Bidders who submitted substantially responsive Technical Bids, in the presence of Bidders' representatives who choose to attend at the address, on the date, and time specified by the Employer. The Bidder's representatives who are present shall be requested to sign a register evidencing their attendance.
- 25.10 All envelopes containing Price Bids shall be opened one at a time and the following read out and recorded:
- (a) the name of the Bidder;
 - (b) whether there is a modification or substitution;
 - (c) the Bid Prices, including any discounts and alternative offers; and
 - (d) any other details as the Employer may consider appropriate.

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

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

E. Evaluation and Comparison of Bids

26. Confidentiality

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

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

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

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the Technical and Price Bids, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the substance of the Technical Bid or prices in the Price Bid shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Price Bids, in accordance with ITB 14.

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

28. Deviations, Reservations, and Omissions

28.1 During the evaluation of Bids, the following definitions apply:

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

29. Examination of Technical Bids

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

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

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

30. Responsiveness of Technical Bid

30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

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

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

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

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

31. Nonmaterial Nonconformities

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

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

- 31.3 Provided that a Technical Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).
- 32. Qualification of the Bidder**
- 32.1 The Employer shall determine to its satisfaction during the evaluation of Technical Bids whether Bidders meet the qualifying criteria specified in Section 3 (Evaluation and Qualification Criteria).
- 32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, Subcontractors (other than Specialist Subcontractors if permitted in ITB 33.2 of the Bidding document) or any other firm(s) different from the Bidder.
- 32.3 An affirmative determination shall be a prerequisite for the opening and evaluation of a Bidder's Price Bid. The Employer reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 15.2(e). A negative determination shall result into the disqualification of the Bid, in which event the Employer shall return the unopened Price Bid to the Bidder.
- 33. Subcontractors**
- 33.1 Unless otherwise stated in the BDS, the Employer does not intend for the contractor to execute any specific elements of the Works through nominated subcontractors.
- 33.2 If subcontractors are proposed for any of the key activities listed in Section 3 (Evaluation and Qualification) Criteria 2.4.2, they shall be considered as "Specialist Subcontractors" and shall meet qualification requirements for the relevant key activities.
- 34. Correction of Arithmetical Errors**
- 34.1 During the evaluation of Price Bids, the Employer shall correct arithmetical errors on the following basis:
- (a) If there is a discrepancy between the unit price and the total price that is contained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
 - (c) If there is a discrepancy between the bid price in the Summary of Bill of Quantities and the bid amount in item (c) of the Letter of Price Bid, the bid price in the Summary of Bill of Quantities will prevail and the bid amount in item (c) of the Letter of Price Bid will be corrected.
 - (d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject

to (a), (b) and (c) above.

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

35. Conversion to Single Currency

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

36. Domestic Preference

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

37. Evaluation and Comparison of Price Bids

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

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

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

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

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

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

38. Abnormally Low bids

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

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

- (a) identify abnormally low costs and unit rates by comparing them with the

engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;

- (b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and
- (c) decide whether to accept or reject the bid.

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

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

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

39. Unbalanced or Front-Loaded Bids

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

39.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

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

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

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

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

F. Award of Contract

- 42. Award Criteria** 42.1 The Employer shall award the Contract to the Bidder whose offer has been determined in line with ITB 37 to ITB 39 above to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 43. Notification of Award** 43.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 41.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Employer shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted.
- 43.2 Unless standstill period applies, upon notification of award, unsuccessful Bidders may request in writing to the Employer for a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.
- 43.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 43.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or widely known and freely accessible website the results identifying the bid and lot or package numbers, as applicable and the following information:
- (a) name of each Bidder who submitted a Bid;
 - (b) bid prices as read out at bid opening;
 - (c) name and evaluated prices of each Bid that was evaluated;
 - (d) name of Bidders whose bids were rejected and the reasons for their rejection; and
 - (e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- 44. Signing of Contract** 44.1 Promptly after notification, the Employer shall send the successful Bidder the Contract Agreement.
- 44.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

45. Performance Security

- 45.1 Within 28 days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the performance security in accordance with the conditions of contract, subject to ITB 38 and ITB 39, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Employer. If the institution issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.
- 45.2 Failure of the successful Bidder to submit the abovementioned Performance Security or to sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event, the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.
- 45.3 The above provision shall also apply to the furnishing of a domestic preference security if so required.

46. Bidding-Related Complaints

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

Not to be used as a Bid Document, Only for Reference

Section 2: Bid Data Sheet

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

A. General

ITB 1.1	The number of the Invitation for Bids (IFB) is: BSHP-III(Phase-2)/Pkg-5/SH-105/2021-22																																				
ITB 1.1	The Employer is: Bihar State Road Development Corporation Limited																																				
ITB 1.1	<p>The name, identification number and identification of lots of the Open competitive bidding (OCB) are as below :</p> <p>The bids are being invited at the same time and date for the following Civil Contract Packages :</p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Civil Works Contract Package</th> <th>SH No.</th> <th>Road Name</th> <th>Length (Km)</th> <th>Time for Completion (day)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>BSHP III(Phase-2)/ Pkg-2/SH-99</td> <td>99</td> <td>Baysi -Bahadurganj-Dighal Bank Road</td> <td>65.350</td> <td>1093</td> </tr> <tr> <td>2</td> <td>BSHP III(Phase-2)/ Pkg-5/SH-105</td> <td>105</td> <td>Bettiah -Narkatiyaganj Road</td> <td>35.700</td> <td>821</td> </tr> <tr> <td>3</td> <td>BSHP III(Phase-2)/ Pkg-6/SH-103</td> <td>103</td> <td>Manjhway to Ch: 21.88 Km. of Manjhway-Govindpur Road</td> <td>21.88</td> <td>821</td> </tr> <tr> <td>4</td> <td>BSHP III(Phase-2)/ Pkg-7/SH-103</td> <td>103</td> <td>Ch: 21.88 Km. to Govindpur of Manjhway - Govindpur Road</td> <td>21.89</td> <td>821</td> </tr> <tr> <td colspan="4" style="text-align: center;">Total</td> <td>143.119</td> <td></td> </tr> </tbody> </table> <p>Bidders may submit bids for Civil Works Construction Package-5 (BSHP-III (Phase-2)/Pkg-5/SH-105) and for any one or more than one of the 3 other Civil works Construction Packages i.e.</p> <p>Civil Works Contract Package-2 - BSHP III(Phase-2)/ Pkg-2/SH-99, Civil Works Contract Package-6 - (BSHP III(Phase-2)/ Pkg-6/SH-103) & Civil Works Contract Package-7 - (BSHP III(Phase-2)/ Pkg-7/SH-103) .</p> <p>However, this document is being issued to the prospective bidders for the Package named below :-</p> <p>The name of the open competitive bidding (OCB) is: Improvement/Upgradation, Widening and Strengthening of Bettiah -Narkatiyaganj Road (SH-105) under Civil works contract Package No. BSHP-III(Phase-2)/ Pkg.-5/SH-105</p> <p>The identification number of the OCB is: BSHP-III(Phase-2)/Pkg-5/ SH-105</p> <p>The number and identification of lots comprising this OCB is: BSHP-III(Phase-2)/Pkg-5/ SH-105/2021-22</p>	Sl. No.	Civil Works Contract Package	SH No.	Road Name	Length (Km)	Time for Completion (day)	1	BSHP III(Phase-2)/ Pkg-2/SH-99	99	Baysi -Bahadurganj-Dighal Bank Road	65.350	1093	2	BSHP III(Phase-2)/ Pkg-5/SH-105	105	Bettiah -Narkatiyaganj Road	35.700	821	3	BSHP III(Phase-2)/ Pkg-6/SH-103	103	Manjhway to Ch: 21.88 Km. of Manjhway-Govindpur Road	21.88	821	4	BSHP III(Phase-2)/ Pkg-7/SH-103	103	Ch: 21.88 Km. to Govindpur of Manjhway - Govindpur Road	21.89	821	Total				143.119	
Sl. No.	Civil Works Contract Package	SH No.	Road Name	Length (Km)	Time for Completion (day)																																
1	BSHP III(Phase-2)/ Pkg-2/SH-99	99	Baysi -Bahadurganj-Dighal Bank Road	65.350	1093																																
2	BSHP III(Phase-2)/ Pkg-5/SH-105	105	Bettiah -Narkatiyaganj Road	35.700	821																																
3	BSHP III(Phase-2)/ Pkg-6/SH-103	103	Manjhway to Ch: 21.88 Km. of Manjhway-Govindpur Road	21.88	821																																
4	BSHP III(Phase-2)/ Pkg-7/SH-103	103	Ch: 21.88 Km. to Govindpur of Manjhway - Govindpur Road	21.89	821																																
Total				143.119																																	
ITB 2.1	The Borrower is: INDIA																																				
ITB 2.1	The name of the Project is: Bihar State Highways-III Project (BSHP-III, Phase-2)																																				

B. Contents of Bidding Documents

<p>ITB 7.1</p>	<p>For clarification purposes only, the Employer's address is:</p> <p>Attention: Chief General Manager</p> <p>Street address: : Bihar State Road Development Corporation Limited, RCD Mechanical Workshop Campus, (Near Patna Airport), Sheikhpura, Patna, Bihar</p> <p>City: Patna</p> <p>PIN code: 800014</p> <p>Country: INDIA</p> <p>Telephone: +91 – 612 - 2226711</p> <p>Fax: +91 – 612 - 2226723</p> <p>E-mail: bsrdcltd@gmail.com</p>
<p>ITB 7.4</p>	<p>A Pre-Bid meeting will take place at the following date, time and place :</p> <p>Date: 08/03/2022</p> <p>Time: IST 11:00 hrs.</p> <p>Place: Office of the Chief General Manager, Bihar State Road Development Corporation Ltd., RCD Mechanical Workshop Campus, (Near Patna Airport), Sheikhpura, Patna, Bihar – 800014</p> <p>Contractor may visit the site before Pre-Bid meeting/ before submission of Bid to well acquainted themselves with the project site etc.</p>
<p>ITB 8.1 & ITB 8.2</p>	<p>All the Addendums / Corrigendum / Response to bid Clarification shall be uploaded on the website : " http://bsrdcl.bihar.gov.in , https://state.bihar.gov.in/rcd ". All the Addendums, Corrigendum, and Response to Clarifications shall be emailed or faxed to all the perspective Bidders who have purchased bidding documents directly from the Employer.</p>

C. Preparation of Bids

<p>ITB 10.1</p>	<p>The language of the Bid is: English</p>
<p>ITB 11.2 (g)</p>	<p>The Bidder shall submit with its Bid the following additional documents: None</p> <p>However, as issued Bid Document needs to be submitted duly initialed.</p>
<p>ITB 11.3 (d)</p>	<p>The Bidder shall submit with its Price Bid the following additional documents: Nil</p>
<p>ITB 12.1</p>	<p>The units and rates in figures entered into the Bill of Quantities and Daywork Schedule should be typewritten, if written by hand, must be in print form. Bill of Quantities and</p>

	Daywork Schedule not presented accordingly may be considered nonresponsive.
ITB 13.1	Alternative Bids shall not be permitted.
ITB 13.2	Alternative times for completion shall not be permitted.
ITB 13.4	Alternative technical solutions shall not be permitted.
ITB 14.5	The prices quoted by the Bidder shall be subject to adjustment during the performance of the contract in accordance with the provisions of the conditions of contract.
ITB 15.1	The unit rates and the prices shall be quoted by the Bidder entirely in: Indian Rupees (INR) only.
ITB 15.4	The rates of exchange shall be the selling rates 28 days prior to the deadline for submission of bids published by: the Reserve Bank of India.
ITB 16.1	<p>Technical Proposal shall also include a Health and Safety COVID-19 Plan (HS-C19 Plan),-in accordance with <i>World Health Organization, 2020. Considerations for public health and social measures in the workplace in the context of COVID-19. Geneva. Available here: https://www.who.int/publications-detail/considerations-for-public-health-and-social-measures-in-the-workplace-in-the-context-of-covid-19.</i></p> <p>Any bid not accompanied by the HS-C19 Plan shall be rejected by the Employer as nonresponsive. If a Bidder submits a HS-C19 Plan that does not provide sufficient information in accordance to the required submission information listed in the bidding document by the Employer, the Employer shall issue a clarification to request for further information from the Bidder. The Bidder must submit the requested information within 5 working days of receiving such a request. Failure to provide a satisfactory response to the request for further information within the prescribed period of receiving such a request shall cause the rejection of the Bid.</p>
ITB 18.1	The bid validity period shall be 180 days.
ITB 19.1	<p>A Bid Security shall be required, not A Bid Security declaration.</p> <p>The amount and currency of the bid security shall be INR 57.07 Million or an equivalent amount in a freely convertible currency.</p> <p>The Exchange rate to be used in conversion of the Bid Security amount in a freely convertible currency shall be the selling Exchange Rate published by the Reserve Bank of India on the Date 28 days prior to the date for the deadline for Bid Submission (excluding the date of Submission).</p>
ITB 19.2	Not Applicable

ITB 19.3	A Bid Security issued by reputable Banks located outside the Employer's Country, or reputable local Banks, including scheduled Banks or Nationalized Banks, in the form of an unconditional Bank Guarantee shall be accepted. In case the bidder submits a Bank Guarantee issued by a foreign Bank from an ADB member Country, the Bank must have a corresponding Bank in India which in turn must issue a counter guarantee on the guarantee issued by the foreign branch to make it enforceable. Employer reserves the right to verify BG.
ITB 19.4	Subject to the succeeding sentences, any bid not accompanied by an irrevocable and callable bid security shall be rejected by the Employer as nonresponsive. If a Bidder submits a bid security that (i) deviates in form, amount, and/or period of validity, or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Employer shall request the Bidder to submit a compliant bid security within 14 days of receiving such request. Failure to provide a compliant bid security within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 20.1	In addition to the original of the bid, the number of copies is one . In addition to this, the bidders are required to submit a soft copy of CD of duly filled BOQ to facilitate the evaluation process. However, the soft copy of BOQ shall not form part of the bid. In case of any discrepancy between the Hard copy and the Soft copy of BOQ, the Hard Copy shall prevail. The Soft Copy of the un-priced BOQ shall be enclosed in the envelope containing the original hard copy of the Technical Bid, and The Soft Copy (CD) of the priced BOQ shall be enclosed containing the original hard copy of the Price Bid.
ITB 20.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney demonstrating the authority of the signatory to sign the Bid. The Power of Attorney shall be either (a) notarized, or (b) attested to by an appropriate authority in the Bidder's home Country.
ITB 20.2	The Bidder shall submit an acceptable authorization within 14 days ..

D. Submission and Opening of Bids

ITB 21.1	Bidders shall not have the option of submitting their Bids electronically.
ITB 21.1 (b)	Electronic Bid Submission shall not be permitted .
ITB 22.1	For bid submission purposes only, the Employer's address is: Attention: Chief General Manager Street address: : Bihar State Road Development Corporation Limited, RCD Mechanical Workshop Campus, (Near Patna Airport), Sheikhpura, Patna, Bihar

	<p>City: Patna PIN code: 800014 Country: INDIA Telephone: +91 – 612 - 2226711 Fax: +91 – 612 - 2226723 E-mail: bsrcltd@gmail.com</p> <p>The deadline for bid submission is: Date: : 08/04/2022 Time: IST 12 : 00 Hrs.</p>
ITB 25.1	<p>The opening of the Technical Bid shall take place at: Attention: Chief General Manager Street address: : Bihar State Road Development Corporation Limited, RCD Mechanical Workshop Campus, (Near Patna Airport), Sheikhpura, Patna, Bihar</p> <p>City: Patna PIN code: 800014 Country: INDIA Telephone: +91 – 612 - 2226711 Fax: +91 – 612 - 2226723 E-mail: bsrcltd@gmail.com</p> <p>Date: 08/04/2022 Time: IST 12 : 30 Hrs.</p>
ITB 25.1	Electronic bid submission is not permitted.
ITB 25.5	The Letter of Technical Bid shall be initialed by three representatives of the Employer attending Bid opening.
ITB 25.10	The Letter of Price Bid and Bill of Quantities shall be initialed by three representatives of the Employer attending Bid opening.

E. Evaluation and Comparison of Bids

ITB 32.1	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, Subcontractors shall not be permitted.
ITB 33.1	The Employer does not allow for the contractor to execute any specific elements of the Works through nominated subcontractors.

ITB 35.1	<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 Rupees (INR)</p> <p>The source of selling exchange rate shall be: Reserve Bank of India.</p> <p>The date for the selling exchange rate shall be: 28 days prior to the deadline for submission of Bids.</p>
ITB 36.1	Domestic preference shall not apply.
ITB 41.1	Standstill provisions shall not apply.

F. Award of Contracts

ITB 46.1	<p>The procedures for Bidding-Related Complaints are referenced in the Procurement Regulations for ADB Borrowers (Appendix 7). The Bidder should submit its complaint following these procedures, in writing, to:</p> <p>For the attention: Chief General Manager Title/position: Chief General Manager Employer: Bihar State Road Development Corporation Limited E-mail address: bsrdcltd@gmail.com Fax number: +91 – 612 - 2226723</p>
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Section 3: Evaluation and Qualification Criteria

- Without Prequalification -

This Section contains all the criteria that the Employer shall use to evaluate bids and qualify Bidders. In accordance with ITB 32 and ITB 36, no other methods, criteria and factors shall be used. The Bidder shall provide all the information requested in the forms included in Section 4 (Bidding Forms).

Table of Criteria

1.	Evaluation	3-2
1.1	Adequacy of Technical Proposal	3-2
1.2	Completion Time.....	3-2
1.3	Technical Alternatives.....	3-2
1.4	Specialist Subcontractors.....	3-2
1.5	Quantifiable Nonconformities and Omissions	3-2
1.6	Domestic Preference	3-2
1.7	Other Criteria.....	3-2
1.8	Multiple Contracts	3-3
2.	Qualification.....	3-3
2.1	Eligibility	3-3
2.1.1	Nationality	3-3
2.1.2	Conflict of Interest.....	3-3
2.1.3	ADB Eligibility	3-3
2.1.4	Government-Owned Enterprise.....	3-4
2.1.5	United Nations Eligibility.....	3-4
2.2	Historical Contract Nonperformance.....	3-5
2.2.1	History of Nonperforming Contracts.....	3-5
2.2.2	Suspension Based on Bid-Securing Declaration	3-5
2.2.3	Pending Litigation and Arbitration.....	3-5
2.3	Financial Situation.....	3-6
2.3.1	Historical Financial Performance	3-6
2.3.2	Average Annual Construction Turnover	3-6
2.3.3	Financial Resources.....	3-7
2.4	Construction Experience.....	3-8
2.4.1	Contracts of Similar Size and Nature	3-8
2.4.2	Construction Experience in Key Activities	3-9

1. Evaluation

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

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section 6 (Employer's Requirements).

1.2 Completion Time

An alternative Completion Time **is not permitted**.

1.3 Technical Alternatives

Technical alternatives **are not permitted**.

1.4 Specialist Subcontractors

Specialist Subcontractors **are not permitted**.

1.5 Quantifiable Nonconformities and Omissions

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

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

1.6 Domestic Preference

Domestic preference shall not **apply**.

1.7 Other Criteria

The Employer will take into account the quality of the Health and Safety COVID -19 Plan ('the Plan') attached to the Technical Proposal in its evaluation of the Adequacy of the Technical Proposal.

- The bidder should demonstrate in the Plan the health and safety measures they will put in place on site in relation to COVID-19 prevention and controls, including but not limited to, PPE requirements, site set up, training, induction and mobilization of new personnel, equipment and plants cleaning and other hazard management measures while undertaking site work activities, site visitors health and safety protocols, as well as the approach to the monitoring and reporting of the Plan. The Plan should be fit for purpose for the particular construction works of this contract and be aligned with guidelines on COVID-19 prevention and controls, as well as workplace safety requirements, in accordance with World Health Organization. 2020. Considerations for public health and social measures in the workplace in the context of COVID-19. Geneva. Available here: <https://www.who.int/publications-detail/consideration-for-public-health-and-social-measures-in-the-workplace-in-the-context-of-covid-19>. Also refer to ADB SDCC's advisory in relation to COVID-19 health and safety and international good practices.

- Note: The Employer shall evaluate the adequacy of technical responsiveness of the COVID-19 Health and Safety Management Plan in accordance with international good practices (**World Health Organization. 2020**) that are listed as the basis of evaluation in the bidding document.

1.8 Multiple Contracts

Bid invitation for 3 other Civil Works Contract packages, i.e. Civil Works Contract Package-2 - BSHP III(Phase-2)/ Pkg-2/SH-99, Civil Works Contract Package-6 - (BSHP III(Phase-2)/ Pkg-6/SH-103) & Civil Works Contract Package-7 - (BSHP III(Phase-2)/ Pkg-7/SH-103) are issued simultaneously, with the same date and time for the deadline for bid submission as that of Civil Works Contract Package No. 5 (BSHP-III (Phase-2)/Pkg-5/SH-105) and pursuant to ITB 37.4, the Employer shall evaluate and compare Bids on the basis of a contract, or a combination of contracts, or as a total of contracts in order to arrive at the least-cost combination for the Employer by taking into account discounts offered by Bidders in case of award of multiple contracts.

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

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

In case, Bidder submits Bids for multiple Contract packages, then evaluation will be done on the aggregated requirements as mentioned above.

2. Qualification

2.1 Eligibility

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

2.1.1 Nationality

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

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

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

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

Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Letter of Technical Bid
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Not to be used as a Bid Document, Only for Reference

2.2 Historical Contract Nonperformance

2.2.1 History of Nonperforming Contracts

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Nonperformance of a contract ^a did not occur as a result of contractor default since 1 January 2016	Must meet requirement	Must meet requirement	Must meet requirement ^b	N/A	Form CON-1

^a Nonperformance, as decided by the Employer, shall include all contracts where (i) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract; and (ii) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where the Employer's decision was reversed by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

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

2.2.2 Suspension Based on Execution of Bid-Securing Declaration

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

2.2.3 Pending Litigation and Arbitration

Pending litigation and arbitration criterion shall not apply.

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Employer, for the last three (3) completed financial years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN - 1 with attachments

2.3.2 Average Annual Construction Turnover

Criteria	Compliance Requirements			Documents	
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual construction turnover of INR 2536.44 Million calculated as total certified payments received for contracts in progress or completed, within the last three(3) completed financial years .	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN - 2

2.3.3 Financial Resources

Criteria	Compliance Requirements			Documents	
	Single Entity	Joint Venture			Submission Requirements
All Partners Combined		Each Partner	One Partner		
<p>For Single Entities</p> <p>The Bidder must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of INR 317.06 Million</p>	Must meet requirement	Not applicable	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4
<p>For Joint Ventures</p> <p>(1) One partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of INR 126.82 Million from the total requirement for the Subject Contract.</p> <p>AND</p>	Not applicable	Not applicable	Not applicable	Must meet requirement	Form FIN – 3 and Form FIN – 4
<p>(2) Each partner must demonstrate that its financial resources defined in FIN - 3, less its financial obligations for its own current contract commitments defined in FIN - 4, meet or exceed its required share of INR 79.26 Million from the total requirement for the Subject Contract.</p> <p>AND</p>	Not applicable	Not applicable	Must meet requirement	Not applicable	Form FIN – 3 and Form FIN – 4
<p>(3) The Joint Venture must demonstrate that the combined financial resources of all partners defined in FIN - 3, less all the partners' total financial obligations for the current contract commitments defined in FIN - 4, meet or exceed the total requirement for the Subject Contract of INR 317.06 Million</p>	Not applicable	Must meet requirement	Not applicable	Not applicable	Form FIN – 3 and Form FIN – 4

2.4 Construction Experience

2.4.1 Contracts of Similar Size and Nature

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>Participation in at least one contract that has been successfully or substantially* completed within the last five (5) years (reckoned from 28 days before the last date of bid submission) and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 2282.80 Million.</p> <p>The similarity of the Bidder's participation shall be based on:</p> <ol style="list-style-type: none"> 1. Construction of at least 28.56 km of road having minimum of 2 lanes; or 14.28 Km of Road having minimum of 4-lanes 	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 50% of the requirement	Form EXP - 1

Or

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
<p>Participation in at least two contracts that have been successfully or substantially* completed within the last five (5) years (reckoned from 28 days before the last date of bid submission) and that are similar to the proposed works, where the value of the Bidder's participation in each contract exceeds INR 1426.75 Million.</p> <p>The similarity of the Bidder's participation in each contract shall be based on:</p> <ol style="list-style-type: none"> 1. Construction of at least 17.85 km of road having minimum of 2 lanes; or 8.92 Km of Road having minimum of 4-lanes 	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 50% of the requirement	Form EXP - 1

1. * substantially Completed means 90% and above financial achievement and fulfilment of the intended purpose of the project and uninterrupted Traffic movement plying on the alignment.
2. In case of specific Construction Experience, if the work had been done in JV, the experience will be calculated in proportion of the stake of the firm in that particular JV (JV agreement of the particular project to be enclosed clearly mention the stake).

2.4.2 Construction Experience in Key Activities

May be complied with by the Bidder or by Specialist Subcontractor. If Specialist Subcontractors are proposed by the Bidder for key activities, each Specialist Subcontract must have experience in related key activity as a single entity.

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

Criteria Requirement	Compliance Requirements		Documents
	Single Entity or Its Specialist Subcontractors	Joint Venture or Its Specialist Subcontractors	Submission Requirement
For the above or other contracts executed during the period stipulated in 2.4.1, a minimum construction experience is required in the following key activities:	Must meet requirement	Must meet requirement	Form E-2
1. Earthwork / Sub-grade - 5,11,938 CUM			
2. Sub-base / Base course (Granular Sub Base/ Wet Mix Macadam) -1,23,805 CUM			
3. Concrete work in structure - 8,836 CUM			
3. Bituminous Work (Dense Bituminous Macadam/Bituminous Concrete)- 23,394 CUM			

^a *In the case of a joint venture bidder, at least all partners combined must have the experience in the key activity if the bidder itself (not its subcontractor) will carry out the relevant activity.*

Note:

1. Please indicate 'Key activities only'. In the absence of not meeting any or all of the above activities shall be lead to rejection of bids.
2. In support of the above, the bidder has to submit the copy of Certificate issued by the Principal Employer. Such certificate shall be considered when issued from the Central Government / State Government/ PSU of Central Government /PSU of State Government or any Government Agency. In case of PPP Project only, certificate issued by independent Engineer and countersigned by Employer will only be considered.

Section 4: Bidding Forms

- Without Prequalification -

Table of Forms

Letter of Technical Bid	4-7
Letter of Price Bid	4-5
Bid Security	4-7
Bid-Securing Declaration	4-8
Affiliate Company Guarantee	4-9
Technical Proposal	4-10
Personnel	4-11
Form PER – 1: Proposed Personnel	4-11
Form PER – 2: Resume of Proposed Personnel	4-12
Equipment	4-13
Site Organization	4-14
Method Statement.....	4-15
Mobilization Schedule.....	4-16
Construction Schedule.....	4-17
Covid-19 specific site Health and Safety Management Plan	4-18
Bidders Qualification	4-19
Form ELI – 1: Bidder’s Information Sheet	4-20
Form ELI – 2: Joint Venture Information Sheet.....	4-21
Form CON – 1: Historical Contract Nonperformance.....	4-22
Form FIN – 1: Historical Financial Performance	4-23
Form FIN – 2: Average Annual Construction Turnover	4-24
Form FIN – 3: Availability of Financial Resources	4-25
Form FIN – 4: Financial Requirements for Current Contract Commitments	4-26
Form FIN – 5: Self-Assessment Tool for Bidder's Compliance to Financial Resources	4-27
Form FIN – 6: Format of Bank over draft/ unutilized Credit Limit Certificate	4-28
Form EXP – 1: Contracts of Similar Size and Nature	4-29
Form EXP – 2: Construction Experience in Key Activities	4-31
Schedules	4-32
Schedule of Payment Currencies	4-32
Tables of Adjustment Data	4-33
Bill of Quantities	4-34

Letter of Technical Bid

-Note-

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

Date:

OCB No.:

Invitation for Bid No.:

To: [insert complete name of the Employer]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to execute in conformity with the Bidding Documents the following Works: [insert narrative]
- (c) Our Bid consisting of the Technical Bid and the Price Bid shall be valid for a period of [insert bid validity period as specified in ITB 18.1 of the BDS] days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) Our firm, including any Subcontractors or Suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.
- (e) We, including any Subcontractors or Suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.
- (f) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers submitted in accordance with ITB 13.
- (g) Our firm, Joint Venture partners, associates, parent company, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Asian Development Bank or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.¹
- (h) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the Contract, are not, or have never been, temporarily

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

suspended, debarred, declared ineligible, or blacklisted by the Employer's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each Joint Venture partner, associate, parent company, affiliate, subsidiaries, Subcontractors, and/or Suppliers):

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

- (i) Our firm's, Joint Venture partners, associates, parent company's affiliates or subsidiaries, including any Subcontractors or Suppliers key officers and directors have not been [*charged or convicted*] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:

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

- (j) We understand that it is our obligation to notify ADB should our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other MDBs, the Employer's country, international organizations, and other donor agencies, or any of our key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
- (k) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, are not from a country which is prohibited to export goods to or receive any payments from the Employer's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- (l) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].²
- (m) We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.
- (n) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.
- (o) If our Bid is accepted, we commit to mobilizing key equipment and personnel in accordance with the requirements set forth in Section 6 (Employer's Requirements) and our technical proposal, or as otherwise agreed with the Employer.

² Use one of the two options as appropriate.

- (p) We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded; and may result in remedial actions, in accordance with ADB’s Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time).

Name

In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

Not to be used as a Bid Document, Only for Reference

Letter of Price Bid

-Note-

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

Date:

OCB No.:

Invitation for Bid No.:

To: [insert complete name of the Employer]

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.
- (b) We offer to execute in conformity with the Bidding Documents and the Technical Bid submitted for the following Works : _____

- (c) The total price of our Bid, excluding any discount offered in item (d) below is:

[-----], [-----],
The total bid price from the Summary of Bill of Quantities should be entered by the bidder inside this box. Absence of the total bid price in the Letter of Price Bid may result in the rejection of the bid. Total bid price should be entered inside this box in words and figures in INR.

- (d) The discounts offered and the methodology for their application are: -----
- (e) Our Bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, 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 Documents.

- (g) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract.³

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

- (h) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (i) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (j) We agree to permit ADB or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB.

Name

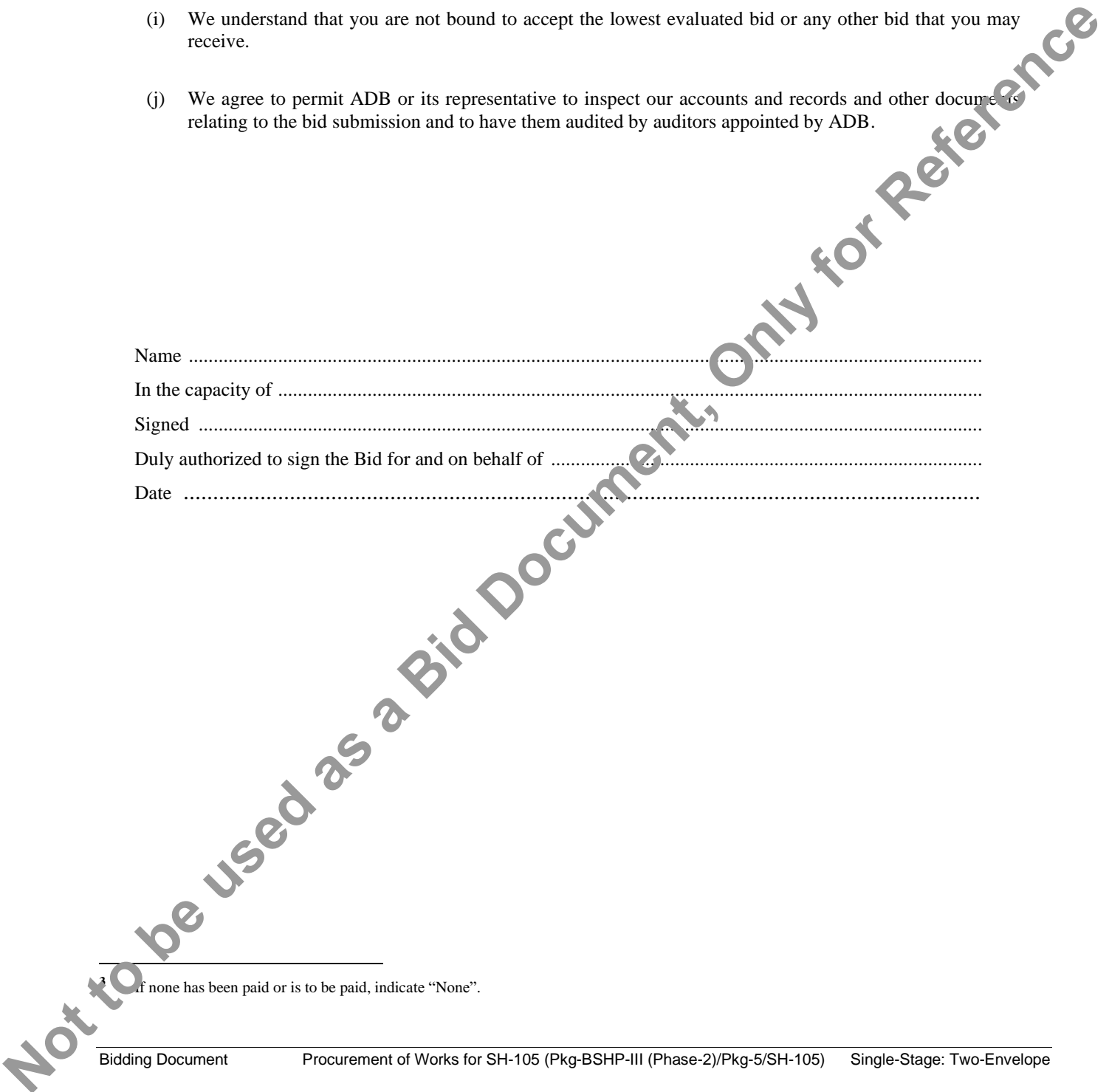
In the capacity of

Signed

Duly authorized to sign the Bid for and on behalf of

Date

³ If none has been paid or is to be paid, indicate "None".



Bid Security Bank Guarantee

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

Beneficiary: [Name and address of the Employer]

Date:

Bid Security No.:

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

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

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.⁵

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

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

⁵ Or 758 as applicable.

Bid-Securing Declaration

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

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

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

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

We, the undersigned, declare that:

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

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

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Invitation and Notice Bid; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the ITB”); or
- (c) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required; or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB; or (iii) fail or refuse to furnish a domestic preference security, if required.

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

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

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

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

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

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal *[where appropriate]*

AFFILIATE COMPANY GUARANTEE

Name of Contract/Contract No.: _____

Name and address of Employer: _____

[together with successors and assigns].

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

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

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

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

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

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

Signed by:..... Signed by:

[signature] [signature]

..... [name] [name]

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

Date:.....

-- Note --

If permitted in accordance with ITB 32.2 of the BDS, the Bidder shall fill out the Affiliate Company Guarantee Form for each subsidiary, parent entity, affiliate, subcontractor, etc. that the Bidder submits for consideration of the Employer in determining its qualifications.

Technical Proposal

Personnel

Equipment

Site Organization

Method Statement

Mobilization Schedule

Construction Schedule

COVID-19 specific Site Health and Safety Management Plan

Not to be used as a Bid Document, Only for Reference

Personnel

Form PER – 1: Proposed Personnel

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

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

-- Note --

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

Equipment

Form EQU: Equipment

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

Item of Equipment	
Equipment Information	Name of manufacturer
	Capacity
	Model and power rating
	Year of manufacture
Current Status	Current location
	Details of current commitments
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured

Omit the following information for equipment owned by the Bidder.

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

Site Organization

Not to be used as a Bid Document, Only for Reference

Method Statement

Not to be used as a Bid Document, Only for Reference

Mobilization Schedule

Not to be used as a Bid Document, Only for Reference

Construction Schedule

Not to be used as a Bid Document, Only for Reference

COVID-19 specific Site Health and Safety Management Plan

Not to be used as a Bid Document, Only for Reference

Bidders Qualification

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

Not to be used as a Bid Document, Only for Reference

Form ELI - 1: Bidder's Information Sheet

Bidder's Information	
Bidder's legal name	
In case of a Joint Venture, legal name of each partner	
Bidder's country of constitution	
Bidder's year of constitution	
Bidder's legal address in country of constitution	
Bidder's authorized representative (name, address, telephone number(s), fax number(s), e-mail address)	
Attached are copies of the following documents: <ul style="list-style-type: none"> <input type="checkbox"/> 1. In case of a single entity, articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2. <input type="checkbox"/> 2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 20.2. <input type="checkbox"/> 3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1. <input type="checkbox"/> 4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5. 	

Not to be used as a Bid Document, Only for Reference

Form ELI - 2: Joint Venture Information Sheet

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

Joint Venture / Specialist Subcontractor Information	
Bidder's legal name	
Joint Venture Partner's or Specialist Subcontractor's legal name	
Joint Venture Partner's or Specialist Subcontractor's country of constitution	
Joint Venture Partner's or Specialist Subcontractor's year of constitution	
Joint Venture Partner's or Specialist Subcontractor's legal address in country of constitution	
Joint Venture Partner's or Specialist Subcontractor's authorized representative information (name, address, telephone number(s), fax number(s), e-mail address)	
<p>Attached are copies of the following documents.</p> <p><input type="checkbox"/> 1. Articles of incorporation or constitution of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2.</p> <p><input type="checkbox"/> 2. Authorization to represent the firm named above, in accordance with ITB 20.2.</p> <p><input type="checkbox"/> 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5.</p>	

Form CON - 1: Historical Contract Nonperformance

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

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

Joint Venture Partner: _____

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

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

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

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

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

Joint Venture Partner: _____

Financial Data for Previous 3 Years ([INR/US\$ in Million])		
Year 1: FY 2018-19	Year 2: FY 2019-20	Year 3 : FY 2020-21

Information from Balance Sheet

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

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

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

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

Note :-

- (i) While calculating Working Capital, the following items shall not be considered as current assets:-
- a. Fixed Deposit used against Bank Guarantee
 - b. Govt. Security used as pledged
 - c. Earned Money submitted as a security
 - d. Any other Securities pledged anywhere.
 - e. Any amount seized by any Department.
 - f. Income tax refund under scrutiny by the Income Tax Department.
- (ii) No BG shall be treated as current asset.

Form FIN - 2: Average Annual Construction Turnover

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each member of a Joint Venture in terms of the amounts billed to clients for each year for work in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

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

Joint Venture Partner: _____

Annual Turnover Data for the Last 3 Years (Construction only)			
Year	Amount Currency (INR in Million)	Exchange Rate	\$ Equivalent

Average Annual Construction Turnover

Not to be used as a Bid Document, Only for Reference

Form FIN – 3: Availability of Financial Resources

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

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

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

Joint Venture Partner: _____

No.	Source of financing	Amount (\$ equivalent)
1	Working Capital (to be taken from FIN - 1)	
2	Unutilized credit limit and overdraft facilities issued by Scheduled Commercial Bank or any other reputed commercial bank located outside India within 28 days of the Bid due date ^a	
Total Available Financial Resources		

^a To be substantiated by a letter from the bank issuing the Unutilized credit limit and overdraft facilities.

- Note – 1. For financial resources requirements, most recent working capital shall be considered as determined from Fin-1 (In this case year 2020-21)
2. Unutilized credit limit and overdraft facilities Dedicated lines of credit issued specific to this project in Form Fin-6 shall only be considered as financial resource requirement.

Form FIN- 4: Financial Requirements for Current Contract Commitments

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

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

Joint Venture Partner: _____

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

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

Not to be used as a Bid Document, Only for Reference

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

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

Form FIN - 5A: For Single Entities

For Single Entities: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
_____ (Name of Bidder)				INR 317.06 Million	

Form FIN - 5B: For Joint Ventures

For Joint Ventures: (A)	Total Available Financial Resources from FIN – 3 (B)	Total Monthly Financial Requirement for Current Contract Commitments (CCC) from FIN – 4 (C)	Available Financial Resources Net of CCC $D = (B - C)$	Requirement for the Subject Contract (E)	Results: Yes or No [D must be greater than or equal to E] (F)
One Partner:					
_____ (Name of Partner)				INR 126.82 Million	
Each Partner:					
_____ (Name of Partner 1)				INR 79.26 Million	
_____ (Name of Partner 2)				INR 79.26 Million	
_____ (Name of Partner 3)				
All partners combined	$\sum D =$ Sum of available financial resources net of current contract commitments for all partners		$\sum D =$ _____	INR 317.06 Million	

- Note -

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

Form FIN- 6: Format of Bank over draft/ unutilized Credit Limit Certificate

(To be filled on Letter Head of Bank)

No.....

Date:.....

OVER DRAFT/ UNUTILIZED CREDIT LIMIT CERTIFICATE

This is to certify that M/s (Name of Bidder)..... having Registered Office at (address) and Corporate/Head Office at, a customer of our bank, is a reputed company with a good financial standing.

If the contract(s) for the work(s) mentioned below is awarded to above firm, we shall be able to provide over draft/ unutilized credit facilities to the extent of INR..... Crores (..... in words) to meet their working capital requirements for executing the Project(s).

Civil Contract Package No.	Road No.	Name of Project Road (s)	Amount of Overdraft / Unutilized Credit Facilities in INR
		Total	

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Form EXP – 1: Contracts of Similar Size and Nature

Fill out one (1) form per contract.

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

Contract of Similar Size and Nature		
Contract No of	Contract Identification	
Award Date	Completion Date	
Total Contract Amount	\$ US\$ INR	
	Exchange Rate	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount
Employer's name Address Telephone number Fax number E-mail		
Description of the Similarity in Accordance with Criterion 2.4.1 of Section 3 (Evaluation and Qualification Criteria)		
<p>Participation in at least one contract that has been successfully or substantially* completed within the last five (5) years (reckoned from 28 days before the last date of bid submission) and that is similar to the proposed works, where the value of the Bidder's participation exceeds INR 2282.80 Million.</p> <p>The similarity of the Bidder's participation shall be based on: Construction of at least 28.56 km of road having minimum of 2 lanes; or 14.28 Km of Road having minimum of 4-lanes</p> <p style="text-align: center;">Or</p> <p>Participation in at least two contracts that have been successfully or substantially* completed within the last five (5) years (reckoned from 28 days before the last date of bid submission) and that are similar to the proposed works, where the value of the Bidder's participation in each contract exceeds INR 1426.75 Million.</p> <p>The similarity of the Bidder's participation in each contract shall be based on: Construction of at least 17.85 km of road having minimum of 2 lanes; or 8.92 Km of Road having minimum of 4-lanes</p>		

Note:

1. **Principal Employer's certificate is mandatory for any claim regarding completion / substantial completion. Such certificate shall be considered when issued from the Central Government / State Government/ PSU of Central Government /PSU of State Government or any Government Agency. In case of PPP Project only, certificate issued by independent Engineer and countersigned by Employer will only be considered.**
2. **Substantial completed means 90% and above financial achievement and fulfilment of the intended purpose of the Project.**
3. **In case of specific Construction Experience, if the work has been done in JV, the experience will be calculated in proportion of the stake of the firm in that particular JV (JV agreement of the particular project to be enclosed clearly mention the stake).**

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Form EXP - 2: Construction Experience in Key Activities

Fill out one (1) form per contract.

Each Bidder must fill out this form.

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

Specialist Subcontractor: _____

Contract with Similar Key Activities		
Contract No of	Contract Identification	
Award Date	Completion Date	
Total Contract Amount	US\$ INR	
	Exchange Rate	
If partner in a Joint Venture or Subcontractor, specify participation of total contract amount	Percent of Total	Amount (in INR & US\$) Exchange Rate
Employer's name Address Telephone number Fax number E-mail		
Description of the Key Activities in Accordance with Criterion 2.4.2 of Section 3 (Evaluation and Qualification Criteria)		
Earthwork/Subgrade - 5,11,938 CUM Subbase/Base course (Granular Sub Base/ Wet Mix Macadam) - 1,23,805 CUM Concrete work - 836 CUM Bituminous Work (Dense Bituminous Macadam/Bituminous Concrete) - 3,394 CUM		

Note: In support of the above, the bidder has to submit the copy of Certificate issued by the Principal Employer.

Schedules

Schedule of Payment Currencies

Forinsert name of Section of the Works

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

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

Note

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

Tables of Adjustment Data (Not Applicable)

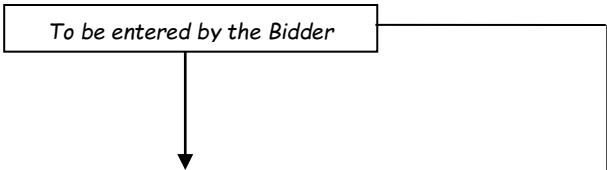


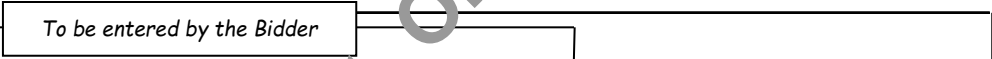
Table A - Local Currency

Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Local Currency Amount	Bidder's Proposed Weighting
	Nonadjustable	—	—	—	A: 0.15 _____ B: _____ C: _____ D: _____ E: _____
Total					1.00

Table B - Foreign Currency (Not Applicable)

Name of Currency:

[Insert name of currency. If the bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]



Index Code	Index Description	Source of Index	Base Value and Date	Bidder's Currency in Type/Amount	Equivalent in FC1	Bidder's Proposed Weighting
	Nonadjustable	—	—	—		A: 0.15 _____ B: _____ C: _____ D: _____ E: _____
Total						1.00

Notes -

As per GCC 1.1.5, "Base Date" means the date 28 days prior to the latest date for submission of the bid.
Tables of Adjustment Data shall only be included if prices are to be quoted as adjustable prices in accordance with ITB 14.5.

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Bill of Quantities

(Please refer clause 11.3 of Section 1 "ITB". The Bill of Quantities is being given in a separate volume "Volume-2 Section 4 (b)")

The bid price shall be inclusive of all Environmental, Health and Safety management and compliance cost in relation to COVID-19 prevention and controls and be aligned with guidelines on COVID-19 prevention and controls, as well as workplace safety requirements in accordance with World Health Organization 2020.

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Section 5: Eligible Countries

This Section contains the list of eligible countries.

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

Section 6: Employer's Requirements

This Section contains the Specifications, Drawings, Supplementary Information that describe the Works to be procured, Personnel Requirements, and Equipment Requirements.

Table of Contents

Specifications and EMP	6-2
Drawings.....	6-3
Supplementary Information Regarding Works to Be Procured	6-4
Personnel Requirements	6-5
Equipment Requirements.....	6-6

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Specifications and EMP

Refer Volume III, Section 6(a)

A Site Specific Environmental Management Plan (SSEMP) under which the Site Specific Health and Safety Management Plan (SSHSMP) is attached as EMP. The SSHSMP is to be submitted to the Engineer and a confirmation of no objection of the SSHSMP should be obtained from the Engineer prior to commence of site work.]

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Drawings

Refer Volume-IV, Section-6(b)

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Supplementary Information
Regarding Works to Be Procured

- Health and Safety COVID-19 Plan (HS-C19 Plan),-in accordance with-*World Health Organization 2020. Considerations for public health and social measures in the workplace in the context of COVID-19. Geneva. Available here: <https://www.who.int/publications-detail/considerations-for-public-health-and-social-measures-in-the-workplace-in-the-context-of-covid-19> shall be the regulations and guidance specific to COVID-19 prevention and controls, and worksite safety measures requirements that are deemed applicable to the contract.*
- **Environmental Management Plan (“EMP”) as Supplementary Information as the Employer’s Requirements has been attached as a part of schedules in part-III (Vol-II) shall also be applicable to the contract.**

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Personnel Requirements

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

No.	Position	Qualification	Total Work Experience (years).	Experience in Similar Work (years).
1	Project Manager	B.E Civil	12	10
2	Deputy Project Manager/ Highway Engineer- (1 Nos.)	B.E Civil	7	
3	Material Engineer	B.E Civil	7	5
4	Bridge/ Structural Engineer	B.E Civil	7	5
5	Asphalt Pavement Engineer	Dip. Civil	7	5
6	Plant and Equipment Engineer	Dip. Mech	7	5
7	Planning and Scheduling Engineer	B.E Civil	7	5
8	Quantity Surveyor	Dip. Civil	7	5
9	Surveyor (1 Nos.)	Dip. Civil	7	5
10	Safety and Environmental Engineer	Diploma/Degree in Civil Engineering with Highway Safety Audit certificate from recognized Institute	3	3

Equipment Requirements

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

No.	Equipment Type and Characteristics	Min. Number Required	Maximum age on 28 days before the submission of bid (years)
1	Hot Mix Plant (Batch type only with electronic & computer controls and vibratory screens, Minimum 100 Tonne / Hour Capacity)	1	5
2	Asphalt Paver finisher with electronic sensors for automatic level control capable of Paving 7 m width.	1	5
3	WMM Paver with electronic sensors for automatic level control, Capable of paving 7 m width.	1	5
4	Motor Grader, 120HP, 100 Cu m/ Hour Capacity	3	5
5	W.M.M. Mixing Plant, 120 Tonne/ Hour Capacity	2	5
6	Hydraulic Excavators, 80 Cu m/ Hour Capacity	2	5
7	Concrete Batching and mixing plant-outline requirements and salient features (20 Cu m/ Hour Capacity) <ul style="list-style-type: none"> • Weighing multi compartment, Computerized integrated system 	1	5
8	Concrete Pumps, Max vertical reach not less than 15m pumping 20 Cu m/ Hour	1	5
9	Pneumatic Tyred Roller, Operating weight not less than 12 tonne; minimum 8 tyred with self inflating system	2	5
10	Vibratory Roller, Minimum 10 Tonne operating wt.	4	5
11	Tandem Vibratory Roller, Minimum 8 Tonne	3	5
12	Tipper/ Trucks (10 Tonne Capacity)	10	5
13	Tipper/ Trucks (20 Tonne Capacity)	15	5
14	Concrete Mixer, 160 HP	1	5
15	Transit Mixer, 5 Cum Capacity	3	5
16	Bitumen Pump Distributor (6 Tonne Capacity)	2	5
17	Mechanical Broom	1	5
18	Hydraulic Cranes, Minimum 25 Tonne Capacity	1	5

Note – 1. The key equipment with fixed foundation shall be either owned or leased, otherwise bid shall be treated as non-responsive. For all other equipment including the movable ones, Minimum 50 % of these shall either be owned or leased, 100 % in case of 1 number.

2. In case, a bidder is submitting Bids for multiple contracts, Bidder has to give an undertaking that, in case of award of multiple contracts, the same equipment shall not be used for other contract/ packages.

Section 7: General Conditions of Contract

The Conditions of Contract consists of two parts, this Section 7 (General Conditions of Contract) and the following Section 8 (Particular Conditions of Contract).

The General Conditions shall be the *Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer*, Multilateral Development Bank Harmonized Edition, prepared by the Fédération Internationale des Ingénieurs-Conseil, or FIDIC (FIDIC MDB Harmonized Construction Contract) available at [FIDIC MDB June 2010](#). The FIDIC MDB Harmonized Construction Contract is exclusive for the use of ADB Borrowers and their project implementing agencies as provided under the License Agreement dated 9 June 2005, between ADB 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 Employer identified in the contract and only for the exclusive purpose of preparing bidding documents for ADB-financed contracts.

The standard text of the General Conditions chosen must be retained intact to facilitate the reading and interpretation by Bidders and its review by ADB. Any amendments and additions to the GCC, specific to the contract in hand, should be introduced in Section 8 (Particular Conditions of Contract), Part A (Contract Data) and Part B (Special Provisions). Clause numbers in the Particular Conditions of Contract (PCC) correspond to those in the General Conditions of Contract (GCC). As per GCC 1.5 (Priority of Documents), the PCC takes precedence over the GCC.

Part A (Contract Data) of the PCC includes data to complement the GCC in a manner similar to the way in which the Bid Data Sheet (BDS) complements the Instructions to Bidders (ITB).

Part B (Specific Provisions) is to be used to introduce country- or project-specific provisions, if so required. Whoever drafts the Specific Provisions should be thoroughly familiar with the provisions of the GCC and with any specific requirements of the Contract. Legal advice is recommended when amending provisions or drafting new ones.

The Conditions of Contract have been prepared for an *à* measurement (unit price or unit rate) type of contract and cannot be used for other types of contract.

APPENDIX

General Conditions of Dispute Board Agreement

1. Definitions

Each "Dispute Board Agreement" is a tripartite agreement by and between:

- (a) the "Employer";
- (b) the "Contractor"; and
- (c) the "Member" who is defined in the Dispute Board Agreement as being:
 - (i) the sole member of the "DB" (or "dispute board") and, where this is the case, all references to the "Other Members" do not apply, or
 - (ii) one of the three persons who are jointly called the "DB" and, where this is the case, the other two persons are called the "Other Members."

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor, and the Member have each signed the Dispute Board Agreement, or
- (c) when the Employer, the Contractor, and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute Board Agreement shall terminate upon the expiry of this period.

3. Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor, and the Engineer. The Member shall promptly disclose to each of them and to the Other Members (if any), any fact or circumstance, which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is

- (a) experienced in the work, which the Contractor is to carry out under the Contract;
- (b) experienced in the interpretation of contract documentation; and
- (c) fluent in the language for communications defined in the Contract.

4. General Obligations of the Member

The Member shall

- (a) have no interest, financial or otherwise, in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor, or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;
- (c) have disclosed in writing to the Employer, the Contractor, and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer, or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor, or the Engineer, except as may be agreed in writing by the Employer, the Contractor, and the Other Members (if any);
- (e) comply with the annexed procedural rules and with Subclause 20.4 of the Conditions of Contract;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not, while a Member, enter into discussions or make any agreement with the Employer, the Contractor, or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received, which shall be maintained in a current working file;
- (j) treat all details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor, and the Other Members (if any); and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

5. General Obligations of the Employer and the Contractor

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the Dispute Board's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the

Contractor, the Member, and the Other Members (if any),

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the Dispute Board under Subclause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6. Payment

The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for
 - (i) being available on 28 days' notice for all site visits and hearings;
 - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
 - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
 - (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

- (b) a daily fee, which shall be considered as payment in full, for
 - (i) each day or part of a day up to a maximum of 2 days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);
 - (ii) each working day on Site visits, hearings, or preparing decisions; and
 - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses, including necessary travel expenses (air fare in less than

first class, hotel and subsistence, and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent (5%) of the daily fee referred to in sub-paragraph (b) of this Clause;

- (d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor, and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

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 Dispute Board; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Subclause 14.8 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time, (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor, and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8. Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 (a)-(d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the Dispute Board which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the noncompliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the Dispute Board, which are rendered void or ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

Not to be used as a Bid Document, Only for Reference

Procedural Rules

Unless otherwise agreed by the Employer and the Contractor, the Dispute Board shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor, and the Dispute Board, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.

The timing of and agenda for each site visit shall be as agreed jointly by the Dispute Board, the Employer, and the Contractor, or in the absence of agreement, shall be decided by the Dispute Board. The purpose of site visits is to enable the Dispute Board to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavor to prevent potential problems or claims from becoming disputes.

Site visits shall be attended by the Employer, the Contractor, and the Engineer and shall be coordinated by the Employer in cooperation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the Dispute Board shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.

The Employer and the Contractor shall furnish to the Dispute Board one copy of all documents which the Dispute Board may request, including Contract documents, progress reports, variation instructions, certificates, and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the Dispute Board comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.

If any dispute is referred to the Dispute Board in accordance with Subclause 20.4 of the Conditions of Contract, the Dispute Board shall proceed in accordance with Subclause 20.5 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the Dispute Board shall

- (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case; and
- (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.

The Dispute Board may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

Except as otherwise agreed in writing by the Employer and the Contractor, the Dispute Board shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor, and the Engineer, and to proceed in the absence of any party who the Dispute Board is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

The Employer and the Contractor empower the Dispute Board, among other things, to

- (a) establish the procedure to be applied in deciding a dispute;
- (b) decide upon the Dispute Board's own jurisdiction, and as to the scope of any dispute referred to it;
- (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Guidelines;

- (d) take the initiative in ascertaining the facts and matters required for a decision;
- (e) make use of its own specialist knowledge, if any;
- (f) decide upon the payment of financing charges in accordance with the Contract;
- (g) decide upon any provisional relief such as interim or conservatory measures; and
- (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.

The Dispute Board shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the Dispute Board shall make and give its decision in accordance with Subclause 20.4, or as otherwise agreed by the Employer and the Contractor in writing. If the Dispute Board comprises three persons:

- (a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
- (b) it shall endeavour to reach a unanimous decision: if this proves impossible, the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
- (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless
 - (i) either the Employer or the Contractor does not agree that they do so;
 - (ii) the absent Member is the chairman and he/she instructs the other Members to not make a decision.

Conditions of Contract for Construction

MULTILATERAL DEVELOPMENT BANK HARMONISED EDITION

GENERAL CONDITIONS

June 2010

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FEDERATION INTERNATIONALE DES INGENIEURS-CONSEILS
INTERNATIONAL FEDERATION OF CONSULTING ENGINEERS
INTERNATIONALE VEREINIGUNG BERATENDER INGENIEURE
FEDERACION INTERNACIONAL DE INGENIEROS CONSULTORES

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General Conditions

CONTENTS

- 1 General Provisions
 - 1.1 Definitions
 - 1.2 Interpretation
 - 1.3 Communications
 - 1.4 Law and Language
 - 1.5 Priority of Documents
 - 1.6 Contract Agreement
 - 1.7 Assignment
 - 1.8 Care and Supply of Documents
 - 1.9 Delayed Drawings or Instructions
 - 1.10 Employer's Use of Contractor's Documents
 - 1.11 Contractor's Use of Employer's Documents
 - 1.12 Confidential Details
 - 1.13 Compliance with Laws
 - 1.14 Joint and Several Liability
 - 1.15 Inspections and Audit by the Bank
- 2 The Employer
 - 2.1 Right of Access to the Site
 - 2.2 Permits, Licences or Approvals
 - 2.3 Employer's Personnel
 - 2.4 Employer's Financial Arrangements
 - 2.5 Employer's Claims
- 3 The Engineer
 - 3.1 Engineer's Duties and Authority
 - 3.2 Delegation by the Engineer
 - 3.3 Instructions of the Engineer
 - 3.4 Replacement of the Engineer
 - 3.5 Determinations

- 4 The Contractor
 - 4.1 Contractor's General Obligations
 - 4.2 Performance Security
 - 4.3 Contractor's Representative
 - 4.4 Subcontractors
 - 4.5 Assignment of Benefit of Subcontract
 - 4.6 Co-operation
 - 4.7 Setting Out
 - 4.8 Safety Procedures
 - 4.9 Quality Assurance
 - 4.10 Site Data
 - 4.11 Sufficiency of the Accepted Contract Amount
 - 4.12 Unforeseeable Physical Conditions
 - 4.13 Rights of Way and Facilities
 - 4.14 Avoidance of Interference
 - 4.15 Access Route
 - 4.16 Transport of Goods
 - 4.17 Contractor's Equipment
 - 4.18 Protection of the Environment
 - 4.19 Electricity, Water and Gas
 - 4.20 Employer's Equipment and Free-Issue Materials
 - 4.21 Progress Reports
 - 4.22 Security of the Site
 - 4.23 Contractor's Operations on Site
 - 4.24 Fossils
- 5 Nominated Subcontractors
 - 5.1 Definition of "Nominated Subcontractor"
 - 5.2 Objection to Nomination
 - 5.3 Payments to nominated Subcontractors
 - 5.4 Evidence of Payments
- 6 Staff and labour
 - 6.1 Engagement of Staff and Labour

- 6.2 Rates of Wages and Conditions of Labour
- 6.3 Persons in the Service of Employer
- 6.4 Labour Laws
- 6.5 Working Hours
- 6.6 Facilities for Staff and Labour
- 6.7 Health and Safety
- 6.8 Contractor's Superintendence
- 6.9 Contractor's Personnel
- 6.10 Records of Contractor's Personnel and Equipment
- 6.11 Disorderly Conduct
- 6.12 Foreign Personnel
- 6.13 Supply of Foodstuffs
- 6.14 Supply of Water
- 6.15 Measures against Insect and Pest Nuisance
- 6.16 Alcoholic Liquor or Drugs
- 6.17 Arms and Ammunition
- 6.18 Festival and Religious Customs
- 6.19 Funeral Arrangements
- 6.20 Forced Labour
- 6.21 Child Labour
- 6.22 Employment Records of Workers
- 6.23 Workers' Organisations
- 6.24 Non-Discrimination and Equal Opportunity
- 7 Plant, Materials and Workmanship
 - 7.1 Manner of Execution
 - 7.2 Samples
 - 7.3 Inspection
 - 7.4 Testing
 - 7.5 Rejection
 - 7.6 Remedial Work
 - 7.7 Ownership of Plant and Materials
 - 7.8 Royalties
- 8 Commencement, Delays and Suspension

- 8.1 Commencement of Works
- 8.2 Time for Completion
- 8.3 Programme
- 8.4 Extension of Time for Completion
- 8.5 Delays Caused by Authorities
- 8.6 Rate of Progress
- 8.7 Delay Damages
- 8.8 Suspension of Work
- 8.9 Consequences of Suspension
- 8.10 Payment for Plant and Materials in Event of Suspension
- 8.11 Prolonged Suspension
- 8.12 Resumption of Work
- 9 Tests on Completion
 - 9.1 Contractor's Obligations
 - 9.2 Delayed Tests
 - 9.3 Retesting
 - 9.4 Failure to Pass Tests on Completion
- 10 Employer's Taking Over
 - 10.1 Taking Over of the Works and Sections
 - 10.2 Taking Over of Parts of the Works
 - 10.3 Interference with Tests on Completion
 - 10.4 Surfaces Requiring Reinstatement
- 11 Defects Liability
 - 11.1 Completion of Outstanding Work and Remedying Defects
 - 11.2 Cost of Remedying Defects
 - 11.3 Extension of Defects Notification Period
 - 11.4 Failure to Remedy Defects
 - 11.5 Removal of Defective Work
 - 11.6 Further Tests
 - 11.7 Right of Access
 - 11.8 Contractor to Search
 - 11.9 Performance Certificate

- 11.10 Unfulfilled Obligations
- 11.11 Clearance of Site
- 12 Measurement and Evaluation
 - 12.1 Works to be Measured
 - 12.2 Method of Measurement
 - 12.3 Evaluation
 - 12.4 Omissions
- 13 Variations and Adjustments
 - 13.1 Right to Vary
 - 13.2 Value Engineering
 - 13.3 Variation Procedure
 - 13.4 Payment in Applicable Currencies
 - 13.5 Provisional Sums
 - 13.6 Daywork
 - 13.7 Adjustments for Changes in Legislation
 - 13.8 Adjustments for Changes in Cost
- 14 Contract Price and Payment
 - 14.1 The Contract Price
 - 14.2 Advance Payment
 - 14.3 Application for Interim Payment Certificate
 - 14.4 Schedule of Payments
 - 14.5 Plant and Materials intended for the Works
 - 14.6 Issue of Interim Payment Certificates
 - 14.7 Payment
 - 14.8 Delayed Payment
 - 14.9 Payment of Retention Money
 - 14.10 Statement at Completion
 - 14.11 Application for Final Payment Certificate
 - 14.12 Discharge
 - 14.13 Issue of Final Payment Certificate
 - 14.14 Cessation of Employer's Liability
 - 14.15 Currencies of Payment

- 15 Termination by Employer
 - 15.1 Notice to Correct
 - 15.2 Termination by Employer
 - 15.3 Valuation at Date of Termination
 - 15.4 Payment after Termination
 - 15.5 Employer's Entitlement to Termination for Convenience
 - 15.6 Corrupt and Fraudulent Practices
- 16 Suspension and Termination by Contractor
 - 16.1 Contractor's Entitlement to Suspend Work
 - 16.1 Termination by Contractor
 - 16.3 Cessation of Work and Removal of Contractor's Equipment
 - 16.4 Payment on Termination
- 17 Risk and Responsibility
 - 17.1 Indemnities
 - 17.2 Contractor's Care of the Works
 - 17.3 Employer's Risks
 - 17.4 Consequences of Employer's Risks
 - 17.5 Intellectual and Industrial Property Rights
 - 17.6 Limitation of Liability
 - 17.7 Use of Employer's Facilities/Accommodation
- 18 Insurance
 - 18.1 General Requirements for Insurances
 - 18.2 Insurance for Works and Contractor's Equipment
 - 18.3 Insurance against Injury to Persons and Damage to Property
 - 18.4 Insurance for Contractor's Personnel
- 19 Force Majeure
 - 19.1 Definition of Force Majeure
 - 19.2 Notice of Force Majeure
 - 19.3 Duty to Minimise Delay
 - 19.4 Consequences of Force Majeure
 - 19.5 Force Majeure Affecting Subcontractor

- 19.6 Optional Termination, Payment and Release
- 19.7 Release from Performance
- 20 Claims, Disputes and Arbitration
 - 20.1 Contractor's Claims
 - 20.2 Appointment of the Dispute Board
 - 20.3 Failure to Agree of the Composition of the Dispute Board
 - 20.4 Obtaining Dispute Board's Decision
 - 20.5 Amicable Settlement
 - 20.6 Arbitration
 - 20.7 Failure to Comply with Dispute Board's Decision
 - 20.8 Expiry of Dispute Board's Appointment

APPENDIX: GENERAL CONDITIONS OF DISPUTE BOARD AGREEMENT

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General Conditions

1 General Provisions

1.1 Definitions

In the Conditions of Contract (“these Conditions”), which include Particular Conditions, Parts A and B, and these General Conditions, the following words and expressions shall have the meanings stated. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

1.1.1 The Contract

- 1.1.1.1 “Contract” means the Contract Agreement, the Letter of Acceptance, the Letter of Tender, these Conditions, the Specification, the Drawings, the Schedules, and the further documents (if any) which are listed in the Contract Agreement or in the Letter of Acceptance.
- 1.1.1.2 “Contract Agreement” means the contract agreement referred to in sub-Clause 1.6 [Contract Agreement].
- 1.1.1.3 “Letter of Acceptance” means the letter of formal acceptance, signed by the Employer, of the Letter of Tender, including any annexed memoranda comprising agreements between and signed by both Parties. If there is no such letter of acceptance, the expression “Letter of Acceptance” means the Contract Agreement and the date of issuing or receiving the Letter of Acceptance means the date of signing the Contract Agreement.
- 1.1.1.4 “Letter of Tender” means the document entitled letter of tender or letter of bid, which was completed by the Contractor and includes the signed offer to the Employer for the Works.
- 1.1.1.5 “Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.
- 1.1.1.6 “Drawings” means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.
- 1.1.1.7 “Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with the Letter of Tender, as included in the Contract. Such document may include the Bill of Quantities, data, lists, and schedules of rates and/or prices.
- 1.1.1.8 “Tender” means the Letter of Tender and all other documents which the Contractor submitted with the Letter of Tender, as included in the Contract.
- 1.1.1.9 “Bill of Quantities”, “Daywork Schedule” and “Schedule of Payment Currencies” mean the documents so named (if any) which are comprised in the Schedules.
- 1.1.1.10 “Contract Data” means the pages completed by the Employer entitled contract data which constitute Part A of the Particular Conditions.

1.1.2 Parties and Persons

- 1.1.2.1 “Party” means the Employer or the Contractor, as the context requires.

- 1.1.2.2 “Employer” means the person named as employer in the Contract Data and the legal successors in title to this person.
- 1.1.2.3 “Contractor” means the person(s) named as contractor in the Letter of Tender accepted by the Employer and the legal successors in title to this person(s).
- 1.1.2.4 “Engineer” means the person appointed by the Employer to act as the Engineer for the purposes of the Contract and named in the Contract Data, or other person appointed from time to time by the Employer and notified to the Contractor under Sub-Clause 3.4 [Replacement of the Engineer].
- 1.1.2.5 “Contractor’s Representative” means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause 4.3 [Contractor’s Representative], who acts on behalf of the Contractor.
- 1.1.2.6 “Employer’s Personnel” means 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.
- 1.1.2.7 “Contractor’s Personnel” means the Contractor’s Representative and all personnel whom the Contractor utilises on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.
- 1.1.2.8 “Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.
- 1.1.2.9 “DB” means the person or three persons appointed under Sub-Clause 20.2 [Appointment of the Dispute Board] or Sub-Clause 20.3 [Failure to Agree on the Composition of the Dispute Board]
- 1.1.2.10 “FIDIC” means the Fédération Internationale des Ingénieurs-Conseils, the international federation of consulting engineers.
- 1.1.2.11 “Bank” means the financing institution (if any) named in the Contract Data.
- 1.1.2.12 “Borrower” means the person (if any) named as the borrower in the Contract Data.
- 1.1.3 Dates, Tests, Periods and Completion
- 1.1.3.1 “Base Date” means the date 28 days prior to the latest date for submission of the Tender.
- 1.1.3.2 “Commencement Date” means the date notified under Sub-Clause 8.1 [Commencement of Works].
- 1.1.3.3 “Time for Completion” means the time for completing the Works or a Section (as the case may be) under Sub-Clause 8.2 [Time for Completion], as stated in the Contract Data (with any extension under Sub-Clause 8.4 [Extension of Time for Completion]), calculated from the Commencement Date.
- 1.1.3.4 “Tests on Completion” means the tests which are specified in the Contract or agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Employer.
- 1.1.3.5 “Taking-Over Certificate” means a certificate issued under Clause 10 [Employer’s Taking Over].

- 1.1.3.6 “Tests after Completion” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Employer.
- 1.1.3.7 “Defects Notification Period” means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over 365 days except if otherwise stated in the Contract Data (with any extension under Sub-Clause 11.3 [Extension of Defects Notification Period]), calculated from the date on which the Works or Section is completed as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].
- 1.1.3.8 “Performance Certificate” means the certificate issued under Sub-Clause 11.9 [Performance Certificate].
- 1.1.3.9 “day” means a calendar day and “year” means 365 days.

1.1.4 Money and Payments

- 1.1.4.1 “Accepted Contract Amount” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- 1.1.4.2 “Contract Price” means the price defined in Sub-Clause 14.1 [The Contract Price], and includes adjustments in accordance with the Contract.
- 1.1.4.3 “Cost” means all expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.
- 1.1.4.4 “Final Payment Certificate” means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].
- 1.1.4.5 “Final Statement” means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].
- 1.1.4.6 “Foreign Currency” means a currency in which part (or all) of the Contract Price is payable, but not the Local Currency.
- 1.1.4.7 “Interim Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.
- 1.1.4.8 “Local Currency” means the currency of the Country.
- 1.1.4.9 “Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment].
- 1.1.4.10 “Provisional Sum” means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].
- 1.1.4.11 “Retention Money” means the accumulated retention moneys which the Employer retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].
- 1.1.4.12 “Statement” means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

1.1.5 Works and Goods

- 1.1.5.1 “Contractor’s Equipment” means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor’s Equipment excludes Temporary Works, Employer’s Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.
- 1.1.5.2 “Goods” means Contractor’s Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.
- 1.1.5.3 “Materials” means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.
- 1.1.5.4 “Permanent Works” means the permanent works to be executed by the Contractor under the Contract.
- 1.1.5.5 “Plant” means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Employer and relating to the construction or operation of the Works.
- 1.1.5.6 “Section” means a part of the Works specified in the Contract Data as a Section (if any).
- 1.1.5.7 “Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.
- 1.1.5.8 “Works” mean the Permanent Works and the Temporary Works or either of them as appropriate.
- 1.1.6 Other Definitions
- 1.1.6.1 “Contractor’s Documents” means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.
- 1.1.6.2 “Country” means the country in which the Site (or most of it) is located, where the Permanent Works are to be executed.
- 1.1.6.3 “Employer’s Equipment” means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Specification, but does not include Plant which has not been taken over by the Employer.
- 1.1.6.4 “Force Majeure” is defined in Clause 19 [Force Majeure].
- 1.1.6.5 “Laws” means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
- 1.1.6.6 “Performance Security” means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].
- 1.1.6.7 “Site” means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.
- 1.1.6.8 “Unforeseeable” means not reasonably foreseeable by an experienced contractor by the Base Date.
- 1.1.6.9 “Variation” means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

1.1.6.10 "Notice of Dissatisfaction" means the notice given by either Party to the other under Sub-Clause 20.4 [Obtaining Dispute Board's Decision] indicating its dissatisfaction and intention to commence arbitration.

1.2 Interpretation

In the Contract, except where the context requires otherwise

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

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

In these Conditions, provisions including the expression "Cost plus profit" require this profit to be one-twentieth (5%) of this Cost unless otherwise indicated in the Contract Data.

1.3 Communications

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

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Contract Data; and
- (b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Data. However:
 - (i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - (ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Engineer or the other Party, as the case may be.

1.4 Law and Language

The Contract shall be governed by the law of the country or other jurisdiction stated in the Contract Data.

The ruling language of the Contract shall be that stated in the Contract Data.

The language for communications shall be that stated in the Contract Data. If no language is stated there, the language for communications shall be the ruling language of the Contract.

1.5 Priority of Documents

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 Contract Agreement (if any),
- (b) the Letter of Acceptance,
- (c) the Letter of Tender,
- (d) the Particular Conditions – Part A,
- (e) the Particular Conditions – Part B,
- (f) these General Conditions,
- (g) the Specification,
- (h) the Drawings, and
- (i) the Schedules and any other documents forming part of the Contract.

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

1.6 Contract Agreement

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

1.7 Assignment

Neither Party shall assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, either Party:

- (a) may assign the whole or any part with the prior agreement of the other Party, at the sole discretion of such other Party; and
- (b) may, as security in favour of a bank or financial institution, assign its right to any moneys due, or to become due, under the Contract.

1.8 Care and Supply of Documents

The Specification and Drawings shall be in the custody and care of the Employer. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawing shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Employer. Unless otherwise stated in the Contract, the Contractor shall supply to the Engineer six copies of each of the Contractor's Documents.

The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right of access to all these documents at all reasonable times.

If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

1.9 Delayed Drawings or Instructions

The Contractor shall give notice to the Engineer whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.

If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Engineer to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Engineer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

1.10 Employer's Use of Contractor's Documents

As between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

The Contractor shall be deemed (by signing the Contract) to give to the Employer a non-terminable transferable non-exclusive royalty-free licence to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This licence shall:

- (a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- (b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- (c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Employer for purposes other than those permitted under this Sub-Clause.

1.11 Contractor's Use of Employer's Documents

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.12 Confidential Details

The Contractor's and the Employer's Personnel shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.

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

1.13 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Particular Conditions:

- (a) the Employer shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specification as having been (or to be) obtained by the Employer, and the Employer shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and
- (b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

1.14 Joint and Several Liability

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

- (a) these persons shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
- (b) these persons shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
- (c) the Contractor shall not alter its composition or legal status without the prior consent of the Employer.

1.15 Inspections and Audit by the Bank

The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Contractor's accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.

2 The Employer

2.1 Right of Access to the Site

The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract Data. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Employer is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Employer shall do so in the time and manner stated in the Specification. However, the Employer may withhold any such right or possession until the Performance Security has been received.

If no such time is stated in the Contract Data, the Employer shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].

If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

2.2 Permits, Licences or Approvals

The Employer shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

- (a) copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- (b) any permits, licences or approvals required by the Laws of the Country:
 - (i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
 - (ii) for the delivery of Goods, including clearance through customs, and
 - (iii) for the export of Contractor's Equipment when it is removed from the Site.

2.3 Employer's Personnel

The Employer shall be responsible for ensuring that the Employer's Personnel and the Employer's other contractors on the Site:

- (a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and

- (b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

2.4 Employer's Financial Arrangements

The Employer shall submit, before the Commencement Date and thereafter within 28 days after receiving any request from the Contractor, reasonable evidence that financial arrangements have been made and are being maintained which will enable the Employer to pay the Contract Price punctually (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment]. Before the Employer makes any material change to his financial arrangements, the Employer shall give notice to the Contractor with detailed particulars.

In addition, if the Bank has notified to the Borrower that the Bank has suspended disbursements under its loan, which finances in whole or in part the execution of the Works, the Employer shall give notice of such suspension to the Contractor with detailed particulars, including the date of such notification, with a copy to the Engineer, within 7 days of the Borrower having received the suspension notification from the Bank. If alternative funds will be available in appropriate currencies to the Employer to continue making payments to the Contractor beyond a date 60 days after the date of Bank notification of the suspension, the Employer shall provide reasonable evidence in his notice of the extent to which such funds will be available.

2.5 Employer's Claims

If the Employer considers himself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Employer or the Engineer shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], or for other services requested by the Contractor.

The notice shall be given as soon as practicable and no longer than 28 days after the Employer became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.

The particulars shall specify the Clause or other basis of the claim, and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The Engineer shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Employer is entitled to be paid by the Contractor, and/or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].

This amount may be included as a deduction in the Contract Price and Payment Certificates. The Employer shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

3 The Engineer

3.1 Engineer's Duties and Authority

The Employer shall appoint the Engineer who shall carry out the duties assigned to him in the Contract. The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out these duties.

The Engineer shall have no authority to amend the Contract.

The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. If the Engineer is required to obtain the approval of the Employer before exercising a specified authority, the requirements shall be as stated in the Particular Conditions. The Employer shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

However, whenever the Engineer exercises a specified authority for which the Employer's approval is required, then (for the purposes of the Contract) the Employer shall be deemed to have given approval.

Except as otherwise stated in these Conditions:

- (a) whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Engineer shall be deemed to act for the Employer;
- (b) the Engineer has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
- (c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Engineer (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
- (d) any act by the Engineer in response to a Contractor's request except as otherwise expressly specified shall be notified in writing to the Contractor within 28 days of receipt.

The following provisions shall apply:

The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:

- (A) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.
- (B) Sub-Clause 13.1: instructing a Variation, except:
 - (i) in an emergency situation as determined by the Engineer, or
 - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (C) Sub-Clause 13.3: approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.
- (D) Sub-Clause 13.4: specifying the amount payable in each of the applicable currencies

Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer.

3.2 Delegation by the Engineer

The Engineer may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation. These assistants may include a resident engineer, and/or independent inspectors appointed to inspect and/or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Engineer shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].

Assistants shall be suitably qualified persons, who are competent to carry out these duties and exercise this authority, and who are fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language].

Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorised to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

- (a) any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Engineer to reject the work, Plant or Materials;
- (b) if the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

3.3 Instructions of the Engineer

The Engineer may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer or from an assistant to whom the appropriate authority has been delegated under this Clause. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

The Contractor shall comply with the instructions given by the Engineer or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Engineer or a delegated assistant:

- (a) gives an oral instruction,
- (b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and
- (c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

then the confirmation shall constitute the written instruction of the Engineer or delegated assistant (as the case may be).

3.4 Replacement of the Engineer

If the Employer intends to replace the Engineer, the Employer shall, not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended replacement Engineer. If the Contractor considers the intended replacement Engineer to be unsuitable, he has the right to raise objection against him by notice to the Employer, with supporting particulars, and the Employer shall give full and fair consideration to this objection.

3.5 Determinations

Whenever these Conditions provide that the Engineer shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Engineer shall consult with each Party in an endeavour to reach agreement. If agreement is not achieved, the Engineer shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

The Engineer shall give notice to both Parties of each agreement or determination, with supporting particulars, within 28 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4 The Contractor

4.1 Contractor's General Obligations

The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works.

The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country as defined by the Bank.

The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.

The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.

If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
- (b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Engineer to add to the Drawings for co-ordination of each Party's designs;
- (c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
- (d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Engineer the "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

4.2 Performance Security

The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the Contract Data and denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Employer. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply.

The Contractor shall deliver the Performance Security to the Employer within 28 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank or financial institution selected by the Contractor, and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.

The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.

The Employer shall not make a claim under the Performance Security, except for amounts to which the Employer is entitled under the Contract.

The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.

The Employer shall return the Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.

Without limitation to the provisions of the rest of this Sub-Clause, whenever the Engineer determines an addition or a reduction to the Contract Price as a result of a change in cost and/or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Engineer's request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

4.3 Contractor's Representative

The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.

Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Engineer for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.

The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.

The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Engineer's prior consent, and the Engineer shall be notified accordingly.

The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].

The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Engineer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

4.4 Subcontractors

The Contractor shall not subcontract the whole of the Works.

The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
- (b) the prior consent of the Engineer shall be obtained to other proposed Subcontractors;
- (c) the Contractor shall give the Engineer not less than 28 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
- (d) each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Employer].

The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.

Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors.

4.5 Assignment of Benefit of Subcontract

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Employer, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Employer for the work carried out by the Subcontractor after the assignment takes effect.

4.6 Co-operation

The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work by:

- (a) the Employer's Personnel,
- (b) any other contractors employed by the Employer, and
- (c) the personnel of any legally constituted public authorities,

who may be employed in the execution on or near the Site of any work not included in the Contract.

Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delay and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

If, under the Contract, the Employer is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Engineer in the time and manner stated in the Specification.

4.7 Setting Out

The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

The Employer shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.

If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/or Cost, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

4.8 Safety Procedures

The Contractor shall:

- (a) comply with all applicable safety regulations,
- (b) take care for the safety of all persons entitled to be on the Site,
- (c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
- (d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Employer's Taking Over], and
- (e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

4.9 Quality Assurance

The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Engineer shall be entitled to audit any aspect of the system.

Details of all procedures and compliance documents shall be submitted to the Engineer for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor himself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.10 Site Data

The Employer shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Employer's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Employer shall similarly make available to the Contractor all such data which come into the Employer's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- (a) the form and nature of the Site, including sub-surface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
- (d) the Laws, procedures and labour practices of the Country, and
- (e) the Contractor's requirements for access, accommodation, facilities, personnel power, transport, water and other services.

4.11 Sufficiency of the Accepted Contract Amount

The Contractor shall be deemed to:

- (a) have satisfied himself as to the correctness and sufficiency of the Accepted Contract Amount, and
- (b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].

Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

4.12 Unforeseeable Physical Conditions

In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Engineer as soon as practicable.

This notice shall describe the physical conditions, so that they can be inspected by the Engineer, and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Engineer may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

Upon receiving such notice and inspecting and/or investigating these physical conditions, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Engineer may also review whether other physical conditions in similar parts of the Works (if any) were more favourable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favourable conditions were encountered, the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

The Engineer shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence.

4.13 Rights of Way and Facilities

Unless otherwise specified in the Contract the Employer shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.

4.14 Avoidance of Interference

The Contractor shall not interfere unnecessarily or improperly with:

- (a) the convenience of the public, or
- (b) the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.

The Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 Access Route

The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

Except as otherwise stated in these Conditions:

- (a) the Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;

- (b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
- (c) the Employer shall not be responsible for any claims which may arise from the use or otherwise of any access route;
- (d) the Employer does not guarantee the suitability or availability of particular access routes; and
- (e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

4.16 Transport of Goods

Unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall give the Engineer not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;
- (b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- (c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods, and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

4.18 Protection of the Environment

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

4.19 Electricity, Water and Gas

The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services that may require for his construction activities and to the extent defined in the Specifications, for the Works.

The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specification. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.

The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.

4.20 Employer's Equipment and Free-Issue Materials

The Employer shall make the Employer's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:

- (a) the Employer shall be responsible for the Employer's Equipment, except that
- (b) the Contractor shall be responsible for each item of Employer's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.

The appropriate quantities and the amounts due (at such stated prices) for the use of Employer's Equipment shall be agreed or determined by the Engineer in accordance with Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Employer.

The Employer shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Employer shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them, and shall promptly give notice to the Engineer of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Employer shall immediately rectify the notified shortage, defect or default.

After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Employer of liability for any shortage, defect or default not apparent from a visual inspection.

4.21 Progress Reports

Unless otherwise stated in the Particular Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Engineer in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

Each report shall include:

- (a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- (b) photographs showing the status of manufacture and of progress on the Site;
- (c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
 - (i) commencement of manufacture,
 - (ii) Contractor's inspections,
 - (iii) tests, and
 - (iv) shipment and arrival at the Site;
- (d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];
- (e) copies of quality assurance documents, test results and certificates of Materials;

- (f) list of notices given under Sub-Clause 2.5 [Employer's Claims] and notices given under Sub-Clause 20.1 [Contractor's Claims];
- (g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- (h) comparisons of actual and planned progress, with details of any events or circumstances which may jeopardise the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.22 Security of the Site

Unless otherwise stated in the Particular Conditions:

- (a) the Contractor shall be responsible for keeping unauthorised persons off the Site, and
- (b) authorised persons shall be limited to the Contractor's Personnel and the Employer's Personnel, and to any other personnel notified to the Contractor, by the Employer or the Engineer, as authorised personnel of the Employer's other contractors on the Site.

4.23 Contractor's Operations on Site

The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Engineer as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction, and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish, and Temporary Works which are no longer required.

Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

4.24 Fossils

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Employer. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

5 Nominated Subcontractors

5.1 Definition of "nominated Subcontractor"

In the Contract, "nominated Subcontractor" means a Subcontractor:

- (a) who is stated in the Contract as being a nominated Subcontractor, or
- (b) whom the Engineer, under Clause 13 [Variations and Adjustments], instructs the Contractor to employ as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

5.2 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Engineer as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Employer agrees in writing to indemnify the Contractor against and from the consequences of the matter:

- (a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
- (b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
- (c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
 - (i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract,
 - (ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and
 - (iii) be paid only if and when the Contractor has received from the Employer payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

5.3 Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Engineer certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

5.4 Evidence of Payments

Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Engineer may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- (a) submits this reasonable evidence to the Engineer, or

- (b) (i) satisfies the Engineer in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
- (ii) submits to the Engineer reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement,

then the Employer may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Employer, the amount which the nominated Subcontractor was directly paid by the Employer.

6 Staff and Labour

6.1 Engagement of Staff and Labour

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labour, local or otherwise, and for their payment, feeding, transport and, when appropriate, housing.

The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Country.

6.2 Rates of Wages and Conditions of Labour

The Contractor shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

6.3 Persons in the Service of Employer

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.

6.4 Labour Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

6.5 Working Hours

No work shall be carried out on the Site on locally recognised days of rest, or outside the normal working hours stated in the Contract Data, unless:

- (a) otherwise stated in the Contract,
- (b) the Engineer gives consent, or
- (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer.

6.6 Facilities for Staff and Labour

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.

The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

6.7 Health and Safety

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.

HIV-AIDS Prevention. The Contractor shall conduct an HIV-AIDS awareness programme via an approved service provider, and shall undertake such other measures as are specified in this Contract to reduce the risk of the transfer of the HIV virus between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labour (including all the Contractor's employees, all Subcontractors and any other Contractor's or Employer's personnel employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behaviour with respect to, of Sexually Transmitted Diseases (STD) - or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labour as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counselling and referral to a dedicated national STI and HIV/AIDS programme, (unless otherwise agreed) of all Site staff and labour.

The Contractor shall include in the programme to be submitted for the execution of the Works under Sub-Clause 3.3 an alleviation programme for Site staff and labour and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation programme shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the programme shall detail the resources to be provided or utilised and any related sub-contracting proposed. The programme shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation this programme shall not exceed the Provisional Sum dedicated for this purpose.

6.8 Contractor's Superintendence

Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary superintendence to plan, arrange, direct, manage, inspect and test the work.

Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

6.9 Contractor's Personnel

The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- (a) persists in any misconduct or lack of care,
- (b) carries out duties incompetently or negligently,
- (c) fails to conform with any provisions of the Contract, or
- (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment.

If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

6.10 Records of Contractor's Personnel and Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

6.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

6.12 Foreign Personnel

The Contractor may bring in to the Country any foreign personnel who are necessary for the execution of the Works to the extent allowed by the applicable Laws. The Contractor shall ensure that these personnel are provided with the required residence visas and work permits. The Employer will, if requested by the Contractor, use his best endeavours in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor's personnel.

The Contractor shall be responsible for the return of these personnel to the place where they were recruited or to their domicile. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.13 Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

6.14 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

6.15 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.16 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel.

6.17 Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

6.18 Festivals and Religious Customs

The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.

6.19 Funeral Arrangements

The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged upon the Works.

6.20 Forced Labour

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

6.21 Child Labour

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

6.22 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

6.23 Workers' Organisations

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

6.24 Non-Discrimination and Equal Opportunity

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

7 Plant, Materials and Workmanship

7.1 Manner of Execution

The Contractor shall carry out the manufacture of Plant, the production and manufacture of Materials, and all other execution of the Works:

- (a) in the manner (if any) specified in the Contract,
- (b) in a proper workmanlike and careful manner, in accordance with recognised good practice, and
- (c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

7.2 Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Engineer for consent prior to using the Materials in or for the Works:

- (a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and
- (b) additional samples instructed by the Engineer as a Variation.

Each sample shall be labelled as to origin and intended use in the Works.

7.3 Inspection

The Employer's Personnel shall at all reasonable times:

- (a) have full access to all parts of the Site and to all places from which natural Materials are being obtained, and
- (b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

The Contractor shall give notice to the Engineer whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and thereafter reinstate and make good, all at the Contractor's cost.

7.4 Testing

This Sub-Clause shall apply to all tests specified in the Contract, other than the Tests after Completion (if any).

Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.

The Engineer may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.

The Engineer shall give the Contractor not less than 24 hours' notice of the Engineer's intention to attend the tests. If the Engineer does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Engineer's presence.

If the Contractor suffers delay and/or incurs Cost from complying with these instructions or as a result of a delay for which the Employer is responsible, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

The Contractor shall promptly forward to the Engineer duly certified reports of the tests. When the specified tests have been passed, the Engineer shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Engineer has not attended the tests, he shall be deemed to have accepted the readings as accurate.

7.5 Rejection

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.

If the Engineer requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Employer to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer.

7.6 Remedial Work

Notwithstanding any previous test or certification, the Engineer may instruct the Contractor to:

- (a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
- (b) remove and re-execute any other work which is not in accordance with the Contract, and
- (c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).

If the Contractor fails to comply with the instruction, the Employer shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer all costs arising from this failure.

7.7 Ownership of Plant and Materials

Except as otherwise provided in the Contract, each item of Plant and Materials shall, to the extent consistent with the Laws of the Country, become the property of the Employer at whichever is the earlier of the following times, free from liens and other encumbrances:

- (a) when it is incorporated in the Works;
- (b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 Royalties

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

- (a) natural Materials obtained from outside the Site, and
- (b) the disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.

8 Commencement, Delays and Suspension

8.1 Commencement of Works

Except as otherwise specified in the Particular Conditions of Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Engineer's notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:

- (a) signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of the Country;
- (b) delivery to the Contractor of reasonable evidence of the Employer's financial arrangements (under Sub-Clause 2.4 [Employer's Financial Arrangements]);
- (c) except if otherwise specified in the Contract Data, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works;
- (d) receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.

If the said Engineer's instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [Termination by Contractor].

The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the Works with due expedition and without delay.

8.2 Time for Completion

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

- (a) achieving the passing of the Tests on Completion, and
- (b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

8.3 Programme

The Contractor shall submit a detailed time programme to the Engineer within 28 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

- (a) the order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,
- (b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- (c) the sequence and timing of inspections and tests specified in the Contract, and
- (d) a supporting report which includes:
 - (i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
 - (ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

Unless the Engineer, within 21 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Employer's Personnel shall be entitled to rely upon the programme when planning their activities.

The Contractor shall promptly give notice to the Engineer of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works. The Engineer may require the Contractor to submit an estimate of the anticipated effect of the future event or circumstances, and/or a proposal under Sub-Clause 13.3 [Variation Procedure].

If, at any time, the Engineer gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contract or to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Engineer in accordance with this Sub-Clause.

8.4 Extension of Time for Completion

The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:

- (a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,
- (b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
- (c) exceptionally adverse climatic conditions,
- (d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
- (e) any delay, impediment or prevention caused by or attributable to the Employer, the Employer's Personnel, or the Employer's other contractors.

If the Contractor considers himself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Engineer in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Engineer shall review previous determinations and may increase, but shall not decrease, the total extension of time.

8.5 Delays Caused by Authorities

If the following conditions apply, namely:

- (a) the Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in the Country,
- (b) these authorities delay or disrupt the Contractor's work, and
- (c) the delay or disruption was Unforeseeable,

then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

8.6 Rate of Progress

If, at any time:

- (a) actual progress is too slow to complete within the Time for Completion, and/or
- (b) progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme],

other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Engineer may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.

Unless the Engineer notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Employer to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Employer's Claims] pay these costs to the Employer, in addition to delay damages (if any) under Sub-Clause 8.7 below.

Additional costs of revised methods including acceleration measures, instructed by the Engineer to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Employer, without generating, however, any other additional payment benefit to the Contractor.

8.7 Delay Damages

If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Contract Data, which shall be paid for every day which shall elapse between the relevant Time for Completion and the date stated in the Taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Contract Data.

These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

8.8 Suspension of Work

The Engineer may at any time instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

The Engineer may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

8.9 Consequences of Suspension

If the Contractor suffers delay and/or incurs Cost from complying with the Engineer's instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

8.10 Payment for Plant and Materials in Event of Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site, if:

- (a) the work on Plant or delivery of Plant and/or Materials has been suspended for more than 28 days, and
- (b) the Contractor has marked the Plant and/or Materials as the Employer's property in accordance with the Engineer's instructions.

8.11 Prolonged Suspension

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Engineer's permission to proceed. If the Engineer does not give permission within 28 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Engineer shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Engineer an instruction to this effect under Clause 13 [Variations and Adjustments].

9 Tests on Completion

9.1 Contractor's Obligations

The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].

The Contractor shall give to the Engineer not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Engineer shall instruct.

In considering the results of the Tests on Completion, the Engineer shall make allowances for the effect of any use of the Works by the Employer on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

9.2 Delayed Tests

If the Tests on Completion are being unduly delayed by the Employer, Sub-Clause 7.4 [Testing] (fifth paragraph) and/or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.

If the Tests on Completion are being unduly delayed by the Contractor, the Engineer may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.

If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Employer's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

9.3 Retesting

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Engineer or the Contractor may require the failed Tests and Tests on Completion on any related work, to be repeated under the same terms and conditions.

9.4 Failure to Pass Tests on Completion

If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Engineer shall be entitled to:

- (a) order further repetition of Tests on Completion under Sub-Clause 9.3;
- (b) if the failure deprives the Employer of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Employer shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 11.4 [Failure to Remedy Defects]; or
- (c) issue a Taking-Over Certificate, if the Employer so requests.

In the event of sub-paragraph (c), the Contractor shall proceed in accordance with all other obligations under the Contract, and the Contract Price shall be reduced by such amount as shall be appropriate to cover the reduced value to the Employer as a result of this failure. Unless the relevant reduction for this failure is stated (or its method of calculation is defined) in the Contract, the Employer may require the reduction to be (i) agreed by both Parties (in full satisfaction of this failure only) and paid before this Taking-Over Certificate is issued, or (ii) determined and paid under Sub-Clause 2.5 [Employer's Claims] and Sub-Clause 3.5 [Determinations].

10 Employer's Taking Over

10.1 Taking Over of the Works and Sections

Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Employer when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.

The Contractor may apply by notice to the Engineer for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.

The Engineer shall, within 28 days after receiving the Contractor's application:

- (a) issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
- (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.

If the Engineer fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

10.2 Taking Over of Parts of the Works

The Engineer may, at the sole discretion of the Employer, issue a Taking-Over Certificate for any part of the Permanent Works.

The Employer shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Engineer has issued a Taking-Over Certificate for this part. However, if the Employer does use any part of the Works before the Taking-Over Certificate is issued:

- (a) the part which is used shall be deemed to have been taken over as from the date on which it is used,
- (b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Employer, and
- (c) if requested by the Contractor, the Engineer shall issue a Taking-Over Certificate for this part.

After the Engineer has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the Relevant Defects Notification Period.

If the Contractor incurs Cost as a result of the Employer taking over and/or using a part of the Works, other than such use as is specified in the Contract or agreed by the Contractor, the Contractor shall (i) give notice to the Engineer and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such Cost plus profit, which shall be included in the Contract Price. After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this Cost and profit.

If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages thereafter for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages], and shall not affect the maximum amount of these damages.

10.3 Interference with Tests on Completion

If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Employer is responsible, the Employer shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.

The Engineer shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Engineer shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.

If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

10.4 Surfaces Requiring Reinstatement

Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

11 Defects Liability

11.1 Completion of Outstanding Work and Remedying Defects

In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable thereafter, the Contractor shall:

- (a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and
- (b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Employer on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).

If a defect appears or damage occurs, the Contractor shall be notified accordingly, by (or on behalf of) the Employer.

11.2 Cost of Remedying Defects

All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:

- (a) any design for which the Contractor is responsible,
- (b) Plant, Materials or workmanship not being in accordance with the Contract, or
- (c) failure by the Contractor to comply with any other obligation.

If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Employer, and Sub-Clause 13.3 [Variation Procedure] shall apply.

11.3 Extension of Defects Notification Period

The Employer shall be entitled subject to Sub-Clause 2.5 [Employer's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

If delivery and/or erection of Plant and/or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/or Materials would otherwise have expired.

11.4 Failure to Remedy Defects

If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) the Employer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.

If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Employer may (at his option):

- (a) carry out the work himself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Employer's Claims] pay to the Employer the costs reasonably incurred by the Employer in remedying the defect or damage;
- (b) require the Employer to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or
- (c) if the defect or damage deprives the Employer of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract or otherwise, the Employer shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

11.5 Removal of Defective Work

If the defect or damage cannot be remedied expeditiously on the Site and the Employer gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

11.6 Further Tests

If the work of remedying of any defect or damage may affect the performance of the Works, the Engineer may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 28 days after the defect or damage is remedied.

These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

11.7 Right of Access

Until the Performance Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Employer's reasonable security restrictions.

11.8 Contractor to Search

The Contractor shall, if required by the Engineer, search for the cause of any defect, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Engineer in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.

11.9 Performance Certificate

Performance of the Contractor's obligations shall not be considered to have been completed until the Engineer has issued the Performance Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.

The Engineer shall issue the Performance Certificate within 28 days after the latest of the expiry dates of the Defects Notification Periods, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Performance Certificate shall be issued to the Employer.

Only the Performance Certificate shall be deemed to constitute acceptance of the Works.

11.10 Unfulfilled Obligations

After the Performance Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

11.11 Clearance of Site

Upon receiving the Performance Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

If all these items have not been removed within 28 days after receipt by the Contractor of the Performance Certificate, the Employer may sell or otherwise dispose of any remaining items. The Employer shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer.

12 Measurement and Evaluation

12.1 Works to be Measured

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.

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.

12.2 Method of Measurement

Except as otherwise stated in the Contract and notwithstanding local practice:

- (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and
- (b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedule.

12.3 Evaluation

Except as otherwise stated in the Contract, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the Contract Price by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.

For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contract or, if there is no such item, specified for similar work.

Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.

However, a new rate or price shall be appropriate for an item of work if:

- (a) (i) the measured quantity of the item is changed by more than 25% from the quantity of this item in the Bill of Quantities or other Schedule,
 - (ii) this change in quantity multiplied by such specified rate for this item exceeds 0.25% of the Accepted Contract Amount,
 - (iii) this change in quantity directly changes the Cost per unit quantity of this item by more than 1%, and
 - (iv) this item is not specified in the Contract as a "fixed rate item";
- or
- (b) (i) the work is instructed under Clause 13 [Variations and Adjustments],
 - (ii) no rate or price is specified in the Contract for this item, and
 - (iii) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.

Each new rate or price shall be derived from any relevant rates or prices in the Contract, with reasonable adjustments to take account of the matters described in sub-paragraph (a) and/or (b), as applicable. If no rates or prices are relevant for the derivation of a new rate or price, it shall be derived from the reasonable Cost of executing the work, together with profit, taking account of any other relevant matters.

Until such time as an appropriate rate or price is agreed or determined, the Engineer shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.

12.4 Omissions

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

- (a) the Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;
- (b) the omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
- (c) this cost is not deemed to be included in the evaluation of any substituted work;

then the Contractor shall give notice to the Engineer accordingly, with supporting particulars. Upon receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

13 Variations and Adjustments

13.1 Right to Vary

Variations may be initiated by the Engineer at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal.

The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Engineer stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Engineer shall cancel, confirm or vary the instruction.

Each Variation may include:

- (a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),
- (b) changes to the quality and other characteristics of any item of work,
- (c) changes to the levels, positions and/or dimensions of any part of the Works,
- (d) omission of any work unless it is to be carried out by others,
- (e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
- (f) changes to the sequence or timing of the execution of the Works.

The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Engineer instructs or approves a Variation.

13.2 Value Engineering

The Contractor may, at any time, submit to the Engineer a written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Employer of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Employer of the completed Works, or (iv) otherwise be of benefit to the Employer.

The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].

If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:

- (a) the Contractor shall design this part,
- (b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and
- (c) if this change results in a reduction in the contract value of this part, the Engineer shall proceed in accordance with Sub-Clause 13.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be half (50%) of the difference between the following amounts:
 - (i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and
 - (ii) the reduction (if any) in the value to the Employer of the varied works, taking account of any reductions in quality, anticipated life or operational efficiencies.

However, if amount (i) is less than amount (ii), there shall not be a fee.

13.3 Variation Procedure

If the Engineer requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:

- (a) a description of the proposed work to be performed and a programme for its execution,
- (b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and
- (c) the Contractor's proposal for evaluation of the Variation.

The Engineer shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst awaiting a response.

Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Engineer to the Contractor, who shall acknowledge receipt.

Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Engineer instructs or approves otherwise in accordance with this Clause.

13.4 Payment in Applicable Currencies

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

13.5 Provisional Sums

Each Provisional Sum shall only be used, in whole or in part, in accordance with the Engineer's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Engineer shall have instructed. For each Provisional Sum, the Engineer may instruct:

- (a) work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or
- (b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:
 - (i) the actual amounts paid (or due to be paid) by the Contractor, and
 - (ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in the Contract Data shall be applied.

The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

13.6 Daywork

For work of a minor or incidental nature, the Engineer may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.

Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Engineer accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:

- (a) the names, occupations and time of Contractor's Personnel,
- (b) the identification, type and time of Contractor's Equipment and Temporary Works, and
- (c) the quantities and types of Plant and Materials used.

One copy of each statement will, if correct, or when agreed, be signed by the Engineer and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

13.7 Adjustments for Changes in Legislation

The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of the Country (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].

13.8 Adjustments for Changes in Cost

In this Sub-Clause, "table of adjustment data" means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.

If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labour, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included amounts to cover the contingency of other rises and falls in costs.

The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:

$$P_n = a + b L_n / L_o + c E_n / E_o + d M_n / M_o + \dots$$

where:

"P_n" is the adjustment multiplier to be applied to the estimated contract value in the relevant currency of the work carried out in period "n", this period being a month unless otherwise stated in the Contract Data;

"a" is a fixed coefficient, stated in the relevant table of adjustment data, representing the non-adjustable portion in contractual payments;

"b", "c", "d", ... are coefficients representing the estimated proportion of each cost element related to the execution of the Works, as stated in the relevant table of adjustment data; such tabulated cost elements may be indicative of resources such as labour, equipment and materials;

"L_n", "E_n", "M_n", ... are the current cost indices or reference prices for period "n", expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the date 49 days prior to the last day of the period (to which the particular Payment Certificate relates); and

"L_o", "E_o", "M_o", ... are the base cost indices or reference prices, expressed in the relevant currency of payment, each of which is applicable to the relevant tabulated cost element on the Base Date.

The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer. For this purpose, reference shall be made to the values of the indices at stated dates for the purposes of clarification of the source, although these dates (and thus these values) may not correspond to the base cost indices.

In cases where the "currency of index" is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the central bank of the Country, of this relevant currency on the above date for which the index is required to be applicable

Until such time as each current cost index is available, the Engineer shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.

If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices thereafter shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favourable to the Employer.

The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.

14 Contract Price and Payment

14.1 The Contract Price

Unless otherwise stated in the Particular Conditions:

- (a) the Contract Price shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;

- (b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];
- (c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:
 - (i) of the Works which the Contractor is required to execute, or
 - (ii) for the purposes of Clause 12 [Measurement and Evaluation]; and
- (d) the Contractor shall submit to the Engineer, within 28 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Engineer may take account of the breakdown when preparing Payment Certificates, but shall not be bound by it.

Notwithstanding the provisions of sub-paragraph (b), Contractor's Equipment, including essential spare parts therefor, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.

14.2 Advance Payment

The Employer shall make an advance payment, as an interest-free loan for mobilisation and cash flow support, when the Contractor submits a guarantee in accordance with this Sub-Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the Contract Data.

Unless and until the Employer receives this guarantee, or if the total advance payment is not stated in the Contract Data, this Sub-Clause shall not apply.

The Engineer shall deliver to the Employer and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Employer receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institution selected by the Contractor and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

Unless stated otherwise in the Contract Data, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Engineer in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:

- (a) deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
- (b) deductions shall be made at the amortisation rate stated in the Contract Data of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Employer], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Employer], except for Sub-Clause 15.5 [Employer's Entitlement to Termination for Convenience], payable by the Contractor to the Employer.

14.3 Application for Interim Payment Certificates

The Contractor shall submit a Statement in six copies to the Engineer after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].

The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:

- (a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);
- (b) any amounts to be added and deducted for changes in legislation and changes in costs in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];
- (c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the Contract Data to the total of the above amounts, until the amount so retained by the Employer reaches the limit of Retention Money (if any) stated in the Contract Data;
- (d) any amounts to be added for the advance payment (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];
- (e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];
- (f) any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
- (g) the deduction of amounts certified in all previous Payment Certificates.

14.4 Schedule of Payments

If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:

- (a) the instalments stated in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];
- (b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and
- (c) if these instalments are not defined by reference to the actual progress achieved in executing the works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Engineer may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.

If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

14.5 Plant and Materials intended for the Works

If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].

If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules this Sub-Clause shall not apply.

The Engineer shall determine and certify each addition if the following conditions are satisfied:

(a) the Contractor has:

- (i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
- (ii) submitted a statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;

and either:

(b) the relevant Plant and Materials:

- (i) are those listed in the Schedules for payment when shipped,
- (ii) have been shipped to the Country, en route to the Site, in accordance with the Contract; and
- (iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Engineer together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Employer in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause 14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration;

or

(c) the relevant Plant and Materials:

- (i) are those listed in the Schedules for payment when delivered to the Site, and
- (ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration, and appear to be in accordance with the Contract.

The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Engineer's determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials

14.6 Issue of Interim Payment Certificates

No amount will be certified or paid until the Employer has received and approved the Performance Security. Thereafter, the Engineer shall, within 28 days after receiving a Statement and supporting documents, deliver to the Employer and to the Contractor an Interim Payment Certificate which shall state the amount which the Engineer fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Engineer on the Statement if any.

However, prior to issuing the Taking-Over Certificate for the Works, the Engineer shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated in the Contract Data. In this event, the Engineer shall give notice to the Contractor accordingly.

An Interim Payment Certificate shall not be withheld for any other reason, although:

- (a) if any thing supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or
- (b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

The Engineer may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Engineer's acceptance, approval, consent or satisfaction.

14.7 Payment

The Employer shall pay to the Contractor:

- (a) the first instalment of the advance payment within 42 days after issuing the Letter of Acceptance or within 21 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later;
- (b) the amount certified in each Interim Payment Certificate within 56 days after the Engineer receives the Statement and supporting documents or, at a time when the Bank's loan or credit (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
- (c) the amount certified in the final Payment Certificate within 56 days after the Employer receives this Payment Certificate or, at a time when the Bank's loan or credit (from which part of the payments to the Contractor is being made) is suspended, the undisputed amount shown in the Final Statement within 56 days after the date of notification of the suspension in accordance with Sub-Clause 16.2 [Termination by Contractor].

Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (for this currency) specified in the Contract.

14.8 Delayed Payment

If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges compounded monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b)) of the date on which any Interim Payment Certificate is issued.

Unless otherwise stated in the Particular Conditions, these financing charges shall be calculated at the annual rate of three percentage points above the discount rate of the central bank in the country of the currency of payment, or if not available, the interbank offered rate, and shall be paid in such currency.

The Contractor shall be entitled to this payment without formal notice or certification, and without prejudice to any other right or remedy.

14.9 Payment of Retention Money

When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.

Promptly after the latest of the expiry dates of the Defects Notification Periods, the outstanding balance of the Retention Money shall be certified by the Engineer for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.

However, if any work remains to be executed under Clause 11 [Defects Liability], the Engineer shall be entitled to withhold certification of the estimated cost of this work until it has been executed.

When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].

Unless otherwise stated in the Particular Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a guarantee, in the form annexed to the Particular Conditions or in another form approved by the Employer and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money. The Contractor shall ensure that the guarantee is in the amounts and currencies of the second half of the Retention Money and is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects, as specified for the Performance Security in Sub-Clause 4.2. On receipt by the Employer of the required guarantee, the Engineer shall certify and the Employer shall pay the second half of the Retention Money. The release of the second half of the Retention Money against a guarantee shall then be in lieu of the release under the second paragraph of this Sub-Clause. The Employer shall return the guarantee to the Contractor within 21 days after receiving a copy of the Performance Certificate.

If the Performance Security required under Sub-Clause 4.2 is in the form of a demand guarantee, and the amount guaranteed under it when the Taking-Over Certificate is issued is more than half of the Retention Money, then the Retention Money guarantee will not be required. If the amount guaranteed under the Performance Security when the Taking-Over Certificate is issued is less than half of the Retention Money, the Retention Money guarantee will only be required for the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

14.10 Statement at Completion

Within 14 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Engineer six copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:

- (a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
- (b) any further sums which the Contractor considers to be due, and

- (c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

The Engineer shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

14.11 Application for Final Payment Certificate

Within 56 days after receiving the Performance Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

- (a) the value of all work done in accordance with the Contract, and
- (b) any further sums which the Contractor considers to be due to him under the Contract or otherwise.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonably require within 28 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Engineer the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

However if, following discussions between the Engineer and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Engineer shall deliver to the Employer (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Employer (with a copy to the Engineer) a Final Statement.

14.12 Discharge

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate

Within 28 days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Engineer shall deliver, to the Employer and to the Contractor, the Final Payment Certificate which shall state:

- (a) the amount which he fairly determines is finally due, and
- (b) after giving credit to the Employer for all amounts previously paid by the Employer and for all sums to which the Employer is entitled, the balance (if any) due from the Employer to the Contractor or from the Contractor to the Employer, as the case may be.

If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Engineer shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Engineer shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

14.14 Cessation of Employer's Liability

The Employer shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

- (a) in the Final Statement and also
- (b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].

However, this Sub-Clause shall not limit the Employer's liability under his indemnification obligations, or the Employer's liability in any case of fraud, deliberate default or reckless misconduct by the Employer.

14.15 Currencies of Payment

The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:

- (a) if the Accepted Contract Amount was expressed in Local Currency only:
 - (i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rate of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
 - (ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
 - (iii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub-paragraph (a)(i) above;
- (b) payment of the damages specified in the Contract Data shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;
- (c) 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;
- (d) 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
- (e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the central bank of the Country.

15 Termination by Employer

15.1 Notice to Contract

If the Contractor fails to carry out any obligation under the Contract, the Engineer may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.

15.2 Termination by Employer

The Employer shall be entitled to terminate the Contract if the Contractor:

- (a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],
- (b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- (c) without reasonable excuse fails:
 - (i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or
 - (ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 28 days after receiving it,
- (d) subcontracts the whole of the Works or assigns the Contract without the required agreement,
- (e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
- (f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
 - (i) for doing or forbearing to do any action in relation to the Contract, or
 - (ii) for showing or forbearing to show favour or disfavour to any person in relation to the Contract,

or if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.

In any of these events or circumstances, the Employer may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f), the Employer may by notice terminate the Contract immediately.

The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.

The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

15.3 Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

15.4 Payment after Termination

After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer may:

- (a) proceed in accordance with Sub-Clause 2.5 [Employer's Claims],
- (b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or
- (c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.

15.5 Employer's Entitlement to Termination for Convenience

The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor].

After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

15.6 Corrupt or Fraudulent Practices

If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive 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, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].

[For contracts financed by the African Development Bank]

For the purposes of this Sub-Clause:

- (a) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in the Contract execution; and
- (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the Contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

[For contracts financed by the Asian Development Bank]

For the purposes of this Sub-Clause:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (b) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (d) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

[For contracts financed by the Black Sea Trade and Development Bank and by the European Bank for Reconstruction and Development]

For the purposes of this Sub-Clause, the Bank defines, for the purposes of this provision, the terms set forth below as follows:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence a person, or the threatening of injury to person, property or reputation, in connection with the procurement process or in contract execution in order to obtain or retain business or other improper advantage in the conduct of international business;
- (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practices among tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the client of the benefits of free and open competition.

[For contracts financed by the Caribbean Development Bank:]

For the purposes of this Sub-Clause:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the procurement process or in the Contract execution;
- (b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of the Contract;
- (c) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels;
- (d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

[For contracts financed by the Inter-American Development Bank]

For the purposes of this Sub-Clause:

The Bank requires that all Contractors adhere to the Bank's Policies for the Procurement of Works and Goods financed by the Bank. In particular, the Bank requires that all Borrowers (including grant beneficiaries), the executing agencies and contracting agencies, as well as all firms, entities and individuals bidding for or participating in a Bank-financed project, including, inter alia, applicants, bidders, contractors, consulting firms and individual consultants (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Bank all suspected acts of fraud or corruption of which it has knowledge or becomes aware, during the Bidding Process and throughout the negotiation or execution of a Contract. Fraud and corruption are prohibited.

Fraud and corruption include acts of:

- (a) bribery,
- (b) extortion or coercion,
- (c) fraud, and
- (d) collusion.

The definitions of actions set forth below cover the most common types of corrupt practices, but are not exhaustive. For this reason, the Bank shall also take action in the event of any similar deed or complaint involving alleged acts of corruption, even when these are not specified in the following list. The Bank shall in all cases proceed in accordance with Sub-Clause 15.6.

In pursuance of this policy:

- (a) the Bank defines the terms set forth below as follows:
 - (i) "bribery" meaning the offering or giving of anything of value to influence the actions or decisions of third parties or the receiving or soliciting of any benefit in exchange for actions or omissions related to the performance of duties;
 - (ii) "extortion" or "coercion" meaning the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force, where no actual or actual injury may befall upon a person, his/her reputation or property;
 - (iii) "fraud" meaning any action or omission intended to misrepresent the truth so as to induce others to act in reliance thereof, with the purpose of obtaining some unjust advantage or causing damage to others; and
 - (iv) "collusion" meaning a secret agreement between two or more parties to defraud or cause damage to a person or entity or to obtain an unlawful purpose;
- (b) if the Bank, in accordance with its administrative procedures, demonstrates that any firm, entity or individual bidding for or participating in a Bank-financed project including, inter alia, applicants, bidders, contractors, consulting firms, individual consultants, borrowers (including grant beneficiaries), purchasers, executing agencies and contracting agency (including their respective officers, employees and agents) engaged in an act of fraud or corruption in connection with Bank-financed projects, the Bank may:
 - (i) decide not to finance any proposal to award a contract or a contract awarded financed by the Bank;
 - (ii) suspend disbursement of the operation if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in an act of fraud or corruption;
 - (iii) cancel and/or accelerate the payment of, the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures within a time period which the Bank considers reasonable, and in accordance with the due process guarantees of the Borrowing country's legislation;
 - (iv) issue a reprimand in the form of a formal letter of censure of the firm, entity or individual's behaviour;
 - (v) issue a declaration that an individual, entity or firm is ineligible, either permanently or for a stated period of time, to be awarded contracts under Bank-financed projects except under such conditions as the Bank deems to be appropriate;
 - (vi) refer the matter to appropriate law enforcement authorities; and/or;

- (vii) may impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of other sanctions;
- (c) the Bank has established administrative procedures for cases of allegations of fraud and corruption within the procurement process or the execution of a contract financed by the Bank which are available at the Bank's website (www.iadb.org), as updated from time to time. To that effect any complaint shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. Allegations may be presented confidentially or anonymously;
- (d) payments are expressly conditional upon the claimant's participation in the procurement process conformed with all applicable Bank policies on Fraud and Corruption described in this Sub-Clause 15.5; and
- (e) the imposition of any sanction referred to paragraph (b) of this Sub-Clause will be public;

The Bank will have the right to require that a Contractor permit the Bank to inspect their accounts and records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank. The Bank will have the right to require that Contractors to:

- (a) maintain all documents and records related to the Bank-financed project for five (5) years after completion of the work; and
- (b) require the delivery of any document necessary for the investigation of allegations of fraud or corruption and the availability of employees or agents of the contractor with knowledge of the Bank-financed project to respond to questions from the Bank.

If the Contractor refuses to comply with the Bank's request, the Bank, in its sole discretion, may take appropriate action against the Contractor.

The Contractor represents and warrants:

- (a) that they have read and understood the Bank's prohibition against fraud and corruption and agrees to abide by the applicable rules;
- (b) that they have not engaged in any violation of policies on fraud and corruption described herein;
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;
- (d) that neither they nor any of their directors, officers or principal shareholders have been declared ineligible to be awarded Bank-financed contracts or have been convicted of a crime involving fraud or corruption;
- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a Bank-financed contract or has been convicted of a crime involving fraud or corruption;
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed contract or consulting agreement have been disclosed;
- (g) that they acknowledge that the breach of any of these warranties constitute a basis for the imposition of any or a combination of the measures described in this Sub-Clause.

[For contracts financed by the World Bank]

In pursuance of this policy, the Bank:

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

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

In this context, “another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes World Bank staff and employees of other organisations taking or reviewing procurement decisions.

- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

In this context, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

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

In this context, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

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

In this context, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

- (v) “obstructive practice” is

(A) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(B) acts intended to materially impede the exercise of the Bank’s inspection and audit rights.

In this context, “party” refers to a participant in the procurement process or contract execution.

16 Suspension and Termination by Contractor

16.1 Contractor’s Entitlement to Suspend Work

If the Engineer fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or the Employer fails to comply with Sub-Clause 2.4 [Employer’s Financial Arrangements] or Sub-Clause 14.7 [Payment], the Contractor may, after giving not less than 21 days’ notice to the Employer, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

Notwithstanding the above, if the Bank has suspended disbursements under the loan or credit from which payments to the Contractor are being made, in whole or in part, for the execution of the Works, and no alternative funds are available as provided for in Sub-Clause 2.4 [Employer’s Financial Arrangements], the Contractor may by notice suspend work or reduce the rate of work at any time, but not less than 7 days after the Borrower having received the suspension notification from the Bank.

The Contractor’s action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost plus profit, which shall be included in the Contract Price.

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

16.2 Termination by Contractor

The Contractor shall be entitled to terminate the Contract if:

- (a) the Contractor does not receive the reasonable evidence within 42 days after giving notice under Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work] in respect of a failure to comply with Sub-Clause 2.4 [Employer's Financial Arrangements],
- (b) the Engineer fails, within 56 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
- (c) the Contractor does not receive the amount due under an Interim Payment Certificate within 42 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Employer's Claims]),
- (d) the Employer substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,
- (e) the Employer fails to comply with Sub-Clause 1.3 [Contract Agreement] or Sub-Clause 1.7 [Assignment],
- (f) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension],
- (g) the Employer becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events,
- (h) the Contractor does not receive the Engineer's instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Employer, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

In the event the Bank suspends the loan or credit from which part or whole of the payments to the Contractor are being made, if the Contractor has not received the sums due to him upon expiration of the 14 days referred to in Sub-Clause 14.7 [Payment] for payments under Interim Payment Certificates, the Contractor may, without prejudice to the Contractor's entitlement to financing charges under Sub-Clause 14.8 [Delayed Payment], take one of the following actions, namely (i) suspend work or reduce the rate of work under Sub-Clause 16.1 above, or (ii) terminate the Contract by giving notice to the Employer, with a copy to the Engineer, such termination to take effect 14 days after the giving of the notice.

The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract or otherwise.

16.3 Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clause 15.5 [Employer's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

- (a) cease all further work, except for such work as may have been instructed by the Engineer for the protection of life or property or for the safety of the Works,
- (b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
- (c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

16.4 Payment on Termination

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Employer shall promptly:

- (a) return the Performance Security to the Contractor,
- (b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
- (c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17 Risk and Responsibility

17.1 Indemnities

The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- (a) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and
- (b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

The Employer shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, wilful act or breach of the Contract by the Employer, the Employer's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property].

17.2 Contractor's Care of the Works

The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Employer. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Employer.

After responsibility has accordingly passed to the Employer, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.

If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Employer's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.

The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

17.3 Employer's Risks

The risks referred to in Sub-Clause 17.4 [Consequences of Employer's Risks] below, insofar as they directly affect the execution of the Works in the Country, are:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- (b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war, within the Country,
- (c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel,
- (d) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, within the Country, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity,
- (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds,
- (f) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract,
- (g) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, and
- (h) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.

17.4 Consequences of Employer's Risks

In and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Engineer and shall rectify this loss or damage to the extent required by the Engineer.

If the Contractor suffers delay and/or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Engineer and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) payment of any such Cost, which shall be included in the Contract Price. In the case of subparagraphs (f) and (g) of Sub-Clause 17.3 [Employer's Risks], Cost plus profit shall be payable.

After receiving this further notice, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

17.5 Intellectual and Industrial Property Rights

In this Sub-Clause, "infringement" means an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" means a claim (or proceedings pursuing a claim) alleging an infringement.

Whenever a Party does not give notice to the other Party of any claim within 28 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.

The Employer shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:

- (a) an unavoidable result of the Contractor's compliance with the Contract, or
- (b) a result of any Works being used by the Employer:
 - (i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
 - (ii) in conjunction with any thing not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.

The Contractor shall indemnify and hold the Employer harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.

If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.

17.6 Limitation of Liability

Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 12.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Employer's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].

The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Employer's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in the Contract Data, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.

This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

17.7 Use of Employer's Accommodation/Facilities

The Contractor shall take full responsibility for the care of the Employer provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Employer is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

18 Insurance

18.1 General Requirements for Insurances

In this Clause, "insuring Party" means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Employer. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause

Wherever the Employer is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Employer shall act for Employer's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

The relevant insuring Party shall, within the respective periods stated in the Contract Data (calculated from the Commencement Date), submit to the other Party:

- (a) evidence that the insurances described in this Clause have been effected, and
- (b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].

When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.

Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contract, or fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Employer, under the other terms of the Contract or otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Employer in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.

Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Employer's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable.

The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.

18.2 Insurance for Works and Contractor's Equipment

The insuring Party shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under subparagraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.

The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).

The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

Unless otherwise stated in the Particular Conditions, insurances under this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,
- (c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Employer's Risks],
- (d) shall also cover, to the extent specifically required in the bidding documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Employer of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Employer's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated in the Contract Data (if an amount is not so stated, this sub-paragraph (d) shall not apply), and
- (e) may however exclude loss of, damage to, and reinstatement of:

- (i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),
- (ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,
- (iii) a part of the Works which has been taken over by the Employer, except to the extent that the Contractor is liable for the loss or damage, and
- (iv) Goods while they are not in the Country, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].

If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Employer, with supporting particulars. The Employer shall then (i) be entitled subject to Sub-Clause 2.5 [Employer's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

18.3 Insurance against Injury to Persons and Damage to Property

The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.

This insurance shall be for a limit per occurrence of not less than the amount stated in the Contract Data, with no limit on the number of occurrences. If an amount is not stated in the Contract Data, this Sub-Clause shall not apply.

Unless otherwise stated in the Particular Conditions, the insurances specified in this Sub-Clause:

- (a) shall be effected and maintained by the Contractor as insuring Party,
- (b) shall be in the joint names of the Parties
- (c) shall be extended to cover liability for all loss and damage to the Employer's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and
- (d) may however exclude liability to the extent that it arises from:
 - (i) the Employer's right to have the Permanent Works executed on, over, under, in or through any land, and to occupy this land for the Permanent Works,
 - (ii) damage which is an unavoidable result of the Contractor's obligations to execute the Works and remedy any defects, and
 - (iii) a cause listed in Sub-Clause 17.3 [Employer's Risks], except to the extent that cover is available at commercially reasonable terms.

18.4 Insurance for Contractor's Personnel

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.

The insurance shall cover the Employer and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19 Force Majeure

19.1 Definition of Force Majeure

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

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

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

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

19.2 Notice of Force Majeure

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

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

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

19.3 Duty to Minimise Delay

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

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

19.4 Consequences of Force Majeure

If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- (a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- (b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in the Country, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment].

After receiving this notice, the Engineer shall proceed in accordance with Sub-Clause 20.3 [Determinations] to agree or determine these matters.

19.5 Force Majeure Affecting Subcontractor

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

19.6 Optional Termination, Payment and Release

If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

Upon such termination, the Engineer shall determine the value of the work done and issue a Payment Certificate which shall include:

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

- (e) the Cost of repatriation of the Contractor's staff and labour employed wholly in connection with the Works at the date of termination.

19.7 Release from Performance

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

- (a) the Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- (b) the sum payable by the Employer to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20 Claims, Disputes and Arbitration

20.1 Contractor's Claims

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed, if the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered as interim;
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and
- (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

Within the above defined period of 42 days, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer to the Dispute Board in accordance with Sub-Clause 20.4 [Obtaining Dispute Board's Decision].

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

20.2 Appointment of the Dispute Board

Disputes shall be referred to a DB for decision in accordance with Sub-Clause 20.4 [Obtaining Dispute Board's Decision]. The Parties shall appoint a DB by the date stated in the Contract Data.

The DB shall comprise, as stated in the Contract Data, either one or three suitably qualified persons ("the members"), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DB shall comprise three persons.

If the Parties have not jointly appointed the DB 21 days before the date stated in the Contract Data and the DB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.

However, if a list of potential members has been agreed by the Parties and is included in the Contract, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DB.

The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Appendix to these General Conditions, with such amendments as are agreed between them.

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. Each Party shall be responsible for paying one-half of this remuneration.

If at any time the Parties so agree, they may jointly refer a matter to the DB for it to give its opinion. Neither Party shall consult the DB on any matter without the agreement of the other Party.

If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire when the discharge referred to in Sub-Clause 14.12 [Discharge] shall have become effective.

20.3 Failure to Agree on the Composition of the Dispute Board

If any of the following conditions apply, namely:

- (a) the Parties fail to agree upon the appointment of the sole member of the DB by the date stated in the first paragraph of Sub-Clause 20.2, [Appointment of the Dispute Board]
- (b) either Party fails to nominate a member (for approval by the other Party), or fails to approve a member nominated by the other Party, of a DB of three persons by such date,
- (c) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DB by such date, or
- (d) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

then the appointing entity or official named in the Contract Data shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.

20.4 Obtaining Dispute Board's Decision

If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this Sub-Clause.

For a DB of three persons, the DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB.

Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s).

Within 84 days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

If either Party is dissatisfied with the DB's decision, then either Party may, within 28 days after receiving the decision, give a Notice of Dissatisfaction to the other Party indicating its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give a Notice of Dissatisfaction to the other Party.

In either event, this Notice of Dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 20.7 [Failure to Comply with Dispute Board's Decision] and Sub-Clause 20.8 [Expiry of Dispute Board's Appointment], neither Party shall be entitled to commence arbitration of a dispute unless a Notice of Dissatisfaction has been given in accordance with this Sub-Clause.

If the DB has given its decision as to a matter in dispute to both Parties, and no Notice of Dissatisfaction has been given by either Party within 28 days after it received the DB's decision, then the decision shall become final and binding upon both Parties.

20.5 Amicable Settlement

Where a Notice of Dissatisfaction has been given under Sub-Clause 20.4 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 20.4 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

20.6 Arbitration

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 foreign contractors,

(i) for contracts financed by all participating Banks except under sub-paragraph (f) (2) below:

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) international arbitration in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or (3) if neither an arbitration institution nor UNCITRAL 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.

(ii) for contracts financed by the Asian Development Bank:

international arbitration (1) with proceedings administered by the arbitration institution specified in the Contract Data and conducted under the rules of arbitration of such institution unless it is specified in the Contract Data that the arbitration shall be conducted under the rules of the United Nations Commission on International Trade Law (UNCITRAL) and if UNCITRAL Rules are so specified then the named arbitration institution shall be the appointing authority and shall administer the arbitration); or (2) if an arbitration institution is not specified in the Contract Data, with proceedings administered by the Singapore International Arbitration Centre (SIAC) and conducted under the SIAC Rules, by one or more arbitrators appointed in accordance with the said arbitration rules.

(b) if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

The place of arbitration shall be the neutral location specified in the Contract Data; 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.

20.7 Failure to Comply with Dispute Board's Decision

In the event that a Party fails to comply with a final and binding DB decision, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6 [Arbitration]. Sub-Clause 20.4 [Obtaining Dispute Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply to this reference.

20.8 Expiry of Dispute Board's Appointment

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, 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 directly to arbitration under Sub-Clause 20.6 [Arbitration].

APPENDIX

A General Conditions of Dispute Board Agreement

1 Definitions

Each "Dispute Board Agreement" is a tripartite agreement by and between:

- (a) the "Employer";
- (b) the "Contractor"; and
- (c) the "Member" who is defined in the Dispute Board Agreement as being:
 - (i) the sole member of the "DB" and, where this is the case, all references to the "Other Members" do not apply, or
 - (ii) one of the three persons who are jointly called the "DB" (or "Dispute Board") and, where this is the case, the other two persons are called the "Other Members".

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the "Contract" and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2 General Provisions

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,

- (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days' notice of resignation to the Employer and to the Contractor, and the Dispute Board Agreement shall terminate upon the expiry of this period.

3 Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

4 General Obligations of the Member

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
- (e) comply with the annexed procedural rules and with Sub-Clause 20.4 of the Conditions of Contract;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;

- (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the Contract forms part) by studying all documents received which shall be maintained in a current working file;
- (j) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

5 General Obligations of the Employer and the Contractor

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DB under Sub-Clause 20.4 of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

6 Payment

The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
 - (i) being available on 28 days' notice for all Site visits and hearings;
 - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
 - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
 - (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
- (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the Site, or another location of a meeting with the Other Members (if any);
 - (ii) each working day on Site visits, hearings or preparing decisions; and
 - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause;
- (d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the parties fail to agree on the retainer fee or the daily fee, the appointing entity or official named in the Contract Data shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a Site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

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

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7 Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8 Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

9 Disputes

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

PROCEDURAL RULES

- 1 Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the Site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.
- 2 The timing of and agenda for each Site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of Site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.
- 3 Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each Site visit and before leaving the site the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
- 4 The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.

- 5 If any dispute is referred to the DB in accordance with Sub-Clause 20.4 of the Conditions of Contract, the DB shall proceed in accordance with Sub-Clause 20.4 and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:
- (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
 - (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.
- 6 The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.
- 7 Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.
- 8 The Employer and the Contractor empower the DB, among other things, to:
- (a) establish the procedure to be applied in deciding a dispute,
 - (b) decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,
 - (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Rules.
 - (d) take the initiative in ascertaining the facts and matters required for a decision,
 - (e) make use of its own specialist knowledge, if any,
 - (f) decide upon the payment of financing charges in accordance with the Contract,
 - (g) decide upon any provisional relief such as interim or conservatory measures, and
 - (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.
- 9 The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with Sub-Clause 20.4, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:
- (a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
 - (b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
 - (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
 - (i) either the Employer or the Contractor does not agree that they do so, or
 - (ii) the absent Member is the chairman and he/she instructs the other Members to not make a decision.

Section 8: Particular Conditions of Contract

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

Part A – Contract Data

Ref. GCC	Subject	Data
1.1.2.2 and 1.3	Employer's name and address	Bihar State Road Development Corporation Ltd. RCD Mechanical Workshop Campus, (Near Patna Airport), Sheikhpura, Patna -800014, Bihar, INDIA
1.1.2.4 and 1.3	Engineer's name and address	To be determined later
1.1.2.11	Bank's name	Asian Development Bank (ADB)
1.1.2.12	Borrower's name	India
1.1.3.3	Time for completion	821 days
1.1.3.7	Defects notification period	365 days.
1.1.5.6	Sections	As defined in annexure-1 – Part A (Particular Conditions of Contract)
1.3	Electronic transmission systems	Facsimile and email
1.4	Governing law	The law of India
1.4	Ruling language	English
1.4	Language for communications	English
2.1	Time for access to the site	For each section Time for Access to site is defined as per Annexure-1 to part-A to Particular Conditions of Contract.
3.1(B)(ii)	Engineer's duties and authority	Variations resulting in an increased/ of the Accepted Contract Amount shall require approval of the Employer.
4.2	Performance security	The performance security will be in the form of an unconditional bank guarantee in the amount of 5 % of the Accepted Contract Amount issued by a reputable bank located outside India, or a reputable local bank including scheduled or nationalized banks, in the format included in Section 9 (Contract Forms). If the institution issuing the security is located outside India, it shall have a correspondent financial institution located in India to make it enforceable. The Performance Security shall be denominated in

		the currency/ies stated in the bid of the successful bidder.
4.8 (b)	Safety Procedures	<p>At the end, add the following:</p> <p>“In particular, the Contractor is responsible for providing site workers with safe and healthy working conditions and establish an operating system to prevent accidents, injuries, and disease.”</p>
4.18	Protection of the Environment	<p>At the end add the following paragraphs:</p> <p>“ The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations.</p> <p>The Contractor shall also comply with all reasonable requests of the national and local authorities responsible for enforcing environmental controls.</p> <p>Within 28 days of the Commencement Date the Contractor shall submit a detailed Site Specific Environmental Management Plan (SSEMP) for the Engineer’s no objection showing how he/she intends to comply with environmental laws and regulations and other specific requirements prescribed in the Contract, addressing all the monitoring and mitigation measures set forth in the Environmental Impact Assessment (“EIA”) and the Environmental Management Plan (“EMP”) of the project attached in Section 6- Employer’s Requirements. Work shall not commence on the Site until the no objection of SSEMP has been obtained from the Engineer and is being implemented. Such acceptance by the Engineer shall not relieve the Contractor of any of his obligations or responsibilities under the Contract.</p> <p>The Contractor shall (a) establish an operational system for managing environmental impacts, (b) comply with the approved SSEMP and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor the implementation of the project EMP through the SSEMP, (c) allocate the budget required to</p>

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		<p>ensure that such measures, requirements and actions are carried out, (d) submit semi-annual reports on the compliance of such measures to the Employer.</p> <p>Where unanticipated environmental risks or impacts become apparent during the Contract, the Contractor is required to update the SSEMP to outline the potential impacts to site works and associated mitigation measures for the Engineer’s approval.”</p>
<p>6.5</p>	<p>Normal working hours</p>	<p>8 hrs per day and 6 days a week (total of 48 hrs per week) as per Labor law of the Country.</p>
<p>6.7</p>	<p>Health and Safety</p>	<p>After the first paragraph, add the following:</p> <p>“ The Contractor is responsible for establishment of preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities.</p> <p>Within 28 days of the Commencement Date the Contractor shall submit a detailed Site Specific Health and Safety Management Plan (SSHSMP) for the Engineer’s no objection showing how he/she intends to comply with the local Health and Safety laws and regulations and other specific requirements prescribed in the Contract, taking into account the Supplementary Information in Section 6- Employer’s Requirements. Work shall not commence on the Site until the confirmation of no objection of the SSHSMP has been obtained from the Engineer and is being implemented. Such confirmation of no objection by the Engineer shall not relieve the Contractor of any of his/her obligations or responsibilities under the Contract.</p> <p>Where unanticipated health and safety hazards or risks become apparent during the Contract, the Contractor is required to update the SSHSMP to outline the potential impacts to site works and associated mitigation measures for</p>

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		<p>the Engineer’s no objection.</p> <p>The Contractor shall comply with the approved SSHSMP and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor the implementation of the project EMP through the SSHSMP.</p> <p>In particular, the Contractor is required to provide all personnel on site including Employer’s Personnel and visitors with personal protective equipment, including protection for feet (safety boots), head, eyes, ears (safety helmets) and hands, etc. , in accordance with the Contractor’s SSHSMP. The Contractor should ensure that his Subcontractors comply with the SSHSMP and provide all such necessary equipment to their personnel.</p> <p>The Contractor shall bear the costs to ensure that such measures, requirements and actions are carried out.</p> <p>The Contractor shall submit semi-annual reports on the compliance of such measures to the Employer.”</p> <p>Add after the third paragraph the following:</p> <p>“In the event of a significant injury involving medical treatment or hospitalization and fatal accident the Contractor shall notify the Engineer immediately by verbal communication and submit a formal report as soon as practicable after its occurrence. For all accidents, whether fatal or not, the Contractor shall also notify the appropriate local authorities in accordance with the Laws of the Country.”</p>
<p>6.25</p>	<p>Respectful Work Environment</p>	<p>The following sentence shall apply:</p> <p>The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and</p>

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		<p>harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or subcontract, if any form of unethical or inappropriate behavior is identified.</p> <p>The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up-to-date record of its employees and Subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request.</p>
8.3	Programme	Detailed Resource based time Programme be submitted in MS Project/ Primavera / or any Relevant Software within 28 days after receiving notice under subclause 8.1 of GCC. Whenever the previous programme becomes inconsistent with targeted financial progress under Annexure-1, Part-A (PCC), the contractor shall submit a revised Resource based time Programme in MS Project.
8.7 and 14.15(b)	Delay damages for the Works	<p>105 % of the Accepted Contract Amount per day, in the currencies and proportions in which the Contract Price is payable.</p> <p>Delay damage imposed on the account of contractor's default shall be non-refundable.</p>
8.7	Maximum amount of delay damages	10 % of the Accepted Contract Amount.
11.1	Completion of Outstanding Work and Remedying Defects	Notified Outstanding work shall be completed within 84 days after issuing of Taking Over Certificate by the Engineer.
13.5(b)(ii)	Provisional Sums	13%
13.8	Adjustments for Changes in Cost	The Contract Price shall be adjustable during Contract Execution.

14.1	The Contract Price	The following sentence under Clause 14.1 shall <u>not</u> apply: <i>“Notwithstanding the provisions of sub-paragraph (b), Contractor’s Equipment, including essential spare parts therefore, imported by the Contractor for the sole purpose of executing the Contract shall be exempt from the payment of import duties and taxes upon importation.”</i>
14.2	Total advance payment	10 (Ten)% , Percentage of the Accepted Contract Amount payable in the currencies and proportions in which the Accepted Contract Amount is payable An interest free advance of 10 % (ten Percentage) in two equal installment of the Accepted Contract Amount in local currency, for mobilization. Second installment of the mobilization shall be released only after the submission of proof of full utilization of earlier received installment.**
14.2(b)	Repayment amortization of advance payment	12.5 % (Twelve and Half %) This payment will be totally adjusted prior to 90% of financial achievement or before the original completion time, otherwise it shall be charged along with the applicable bank rate + 3%.
14.3(c)	Percentage of retention	6 (Six) % of IPC
14.3(c)	Limit of Retention Money	5 (Five) % of the Accepted Contract Amount.
14.5(b)(i)	Plant and Materials	Not applicable
14.5(c)(i)		Plant and Materials for payment when delivered to the Site: Materials Comprising of Steel, Cement, Aggregates, Sand, Bitumen and RCC Hume Pipes shall <u>only</u> be applicable.
14.6	Minimum Amount of Interim Payment Certificates	0.5% of Accepted Contract Amount

****** Acceptable documents as a proof of full utilization of 1st installment shall be the purchase invoices of new equipments/machinery/plants and expenditure made towards establishment of camp and laboratory

15.2	Termination by Employer	<p>This sentence will apply as Subclause 15.2(g):</p> <p>(g) the Engineer gives two consecutive Notices to update the Program and accelerate the works to ensure compliance with Subclause 8.2 (Time for Completion) and the Contractor fails to update the Program and demonstrate acceleration of the works within a reasonable period of time determined by the Engineer;</p>
15.6	Corrupt and Fraudulent Practices	<p>The following sentence shall apply:</p> <p>For the purposes of this Subclause:</p> <p>ADB's Anticorruption Policy (1998, as amended to date) requires Borrowers (including beneficiaries of ADB-financed activity), as well as Contractors, Subcontractors, manufacturers, and Consultants under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none"> (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; (v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard; (vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;

		<p>(vii) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation, or deliberately making false statements to investigators, with the intent to impede an ADB investigation; (b) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of ADB’s contractual rights of audit or inspection or access to information; and</p> <p>(viii) “integrity violation” is any act, as defined under ADB’s Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB’s Anticorruption Policy, including (i) to (vii) above and the following violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standards.</p> <p>(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;</p> <p>(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and</p> <p>(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate¹ in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent,</p>
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Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

		<p>engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.</p> <p>All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in ADB-related activities have a duty to cooperate fully in any screening or investigation when requested by ADB to do so. Such cooperation includes, but is not limited to, the following:</p> <ul style="list-style-type: none"> (a) being available to be interviewed and replying fully and truthfully to all questions asked; (b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects; (c) upon written request by ADB authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation; (d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communications Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives); (e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and (f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB. <p>All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, Subcontractors, and other third parties engaged or involved in ADB-related activities, such sub-consultants, Subcontractors, and other third parties similarly undertake the foregoing duty to cooperate fully in any screening or investigation when requested by ADB to do so.</p>
17.6	Maximum total liability of the Contractor to the Employer	The product of one time the Accepted Contract Amount.

18.1	Periods for submission of insurance: (a) evidence of insurance. (b) relevant policies	14 days 28 days
18.2(d)	Maximum amount of deductibles for insurance of the Employer's risks	Nil
18.3	Minimum amount of third party insurance	Rs. 500,000 (Five Hundred Thousand) per occurrence, with the no. of occurrences unlimited.
20.2	Date by which the Dispute Board shall be appointed	28 days after the commencement
20.2	The Dispute Board shall be comprised of	Three Members
20.2	List of potential Dispute Board sole members	None
20.3	Appointment (if not agreed) to be made by	Secretary General, Indian Road Congress, New Delhi, India.
20.6	Appointment of Arbitrators	The Arbitrator appointment will be made by the Secretary General, Indian Road Congress, New Delhi, India.
20.6 (a)	International Arbitration shall be administered by	International arbitration shall be (i) administered by: the Singapore International Arbitration Centre (SIAC) (ii) conducted in accordance with the rules of : SIAC
20.6	Place of Arbitration	The place of arbitration shall be a neutral place mutually agreed by the parties

ANNEXURE – 1 PART – A (PARTICULAR CONDITIONS OF CONTRACT)

Time of Completion of whole stretch – 821 Days

Summary of Sections of the Works

Improvement/Upgradation, Widening and Strengthening of Bettiah -Narkatiyaganj Road (SH-105) under Civil work contract Package No. BSHP-III(Phase-2)/ Pkg.-5/SH-105

Sl. No.	Section Name/Description (Sub - Clause 1.1.5.6)	Time for access to the site (Sub-Clause2.1)	Time for Completion (Sub - Clause 1.1.5.2)
1	Section-1 KM 0.000 to KM 17.000 (Length- 17 km)	Within 28 Days from the date of Signing of the Contract Agreement	821 Days
2	Section-2 KM 17.000 to KM 35.700 (Length 18.70 km)	Within 180 Days from the date of Signing of the Contract Agreement	

Summary of Progress targets:

Section or Whole Work	Time from Date of Commencement	Progress Target (Financial)	Amount to be withheld in case of failure to achieve Progress Target
Improvement/Upgradation, Widening and Strengthening of Bettiah -Narkatiyaganj Road (SH-105) under Civil work contract Package No. BSHP-III(Phase-2)/ Pkg.-5/SH-105, Total Length – 35.70 Km	180 Days	5%	10% of the difference in Target and achievement
	240 Days	10%	
	300 Days	15%	
	450 Days	30%	
	540 Days	50%	
	90 Days	75%	
	821 Days	100 %	

1. If extension of time (Sub-Clause -8.4) is granted, the summary of progress targets shall be revised in the same proportion for the extended time and balance Financial Target and in case of failure to achieve this revised Progress/Financial Target. Amount to be withheld shall be 10% of the difference in Revised Target and achievement.
2. Resource based time Programme be submitted in MS Project/ Primavera / or any Relevant Software program to be submitted under Sub-Clause- 8.3 shall be vis-a-vis Financial targets with allocated time in summary of progress targets and same shall be applicable in case of extended time of completion. Engineer shall issue the notice to the contractor if the contractor does not comply accordingly.

SECTION 8 - PARTICULAR CONDITIONS OF CONTRACT

PART B – SPECIFIC PROVISIONS

Sub-Clause 1.5: Priority of Documents

Insert “(d) Addenda Nos. if any” after serial no. (c), Correct serial no. “(d)” to “(i)” as serial no. “(e)” to “(j)”.

Sub-Clause 1.6: Contract Agreement

At the end of the Sub-Clause add the following:

“The submission of acceptable Performance Security pursuant to Sub-Clause 4.2 is, inter-alia, a pre-requisite for entering into the Contract Agreement”

Sub-Clause 3.1: Engineer’s Duties and Authority

Add the followings point (E) & (F) after point (D) in Para Four for which Employer's specific approval is also required:

- " (E) Sub-Clause 4.4: approving the subcontracting of the works ; and .
- (F) Sub-Clause 8.4: approving any extension of contractual time limits

Sub-Clause 4.1: Contractor’s General Obligations

Add the following three paras at the end of Sub-Clause 4.1:

The Contractor shall be required to carry out a total station survey, taking 'L' Section and Cross Sections at every 50 m interval and submit the data to the Engineer for finalization of Centre Line and Finished Road Levels (FRL). Once the Centre Line and the FRLs are finalized and approved by the Engineer for a certain part of the road, the Contractor shall carry out the construction activity after doing an OGL survey with the help of Auto Level. The applicable cross section of the road and the details of structures shall be supplied to the Contractor in the form of "Good for construction Drawings", however, if the contractor has any suggestion on that, he may send the same to the Engineer with proper reasoning. The decision of the Engineer as regard to finality of "Good for Construction Drawing" shall be binding on the contractor. The Contractor shall also check the accuracy of all permanent and temporary bench marks available on the site. If any discrepancy is noted by the Contractor, the same shall be reported to the Engineer and shall be corrected in consultation with the Engineer. The cost of all survey work including construction of bench marks, etc. shall be deemed to have been included in the rates/ prices of various items quoted by the Contractor in the Bill of Quantities.

The detailed designs of major/medium bridges shall be done by the contractor or shall be got proof checked from competent consultants/ institutions (in case they are supplied by the Engineer). The Contractor shall also carry out all Investigations for the purpose of Cross Checking the adequacy of founding levels for different structures. The cost of all such investigations shall be deemed to have been included in the respective rates/ prices quoted by the Contractor in the Bill of Quantities. Design of the bridges done by the contractor shall be required to be approved by the Engineer prior to the execution.

On completion of the Works, the Contractor shall arrange to furnish to the Employer two (2) bound sets and two sets in soft copies (CDs) of all "As built" drawings for every component of the Works at his own cost, all such copies being on Polyester film of quality to be approved by the Engineer or his Representative. The Taking Over Certificate of the Works, as per the provisions of Clause 10 herein,

shall not be issued by the Engineer in the event of the Contractor's failure to furnish the aforesaid "As built" drawings for the entire Works.

The Contractor shall deputize at least his Project Manager or Senior Site Representative to attend all the periodic review meetings notified by the Engineer."

Sub Clause 4.4: Subcontractors

Replace the words "the whole" in the first line by the words "more than 50%"

Sub-Clause 4.12: Unforeseeable Physical Conditions

Add the following para at the end

"In addition to notice of any unforeseeable physical conditions, the Contractor shall provide the Engineer with a written notice of any unanticipated environmental or resettlement risks or impacts that arise during construction, implementation or operation of the Plant or Permanent Works, which were not considered in the environmental management plan as provided in Section 6".

Sub-Clause 4.13: Rights of Way and Facilities

Add the following para at the end

"The Contractor shall comply with (i) the measures and requirements relevant to the Contractor which are set forth in the Resettlement Plan ("RP") attached hereto as Appendix-A, to the extent it concerns impacts on affected people during construction; and (ii) any corrective or preventive actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the resettlement plan.

The Contractor shall allocate a budget for compliance with these measures, requirements and actions."

Sub-Clause 4.16: Transport of Goods

Add the following para at the end as para (d)

"The Contractor shall adequately record the condition of roads, agricultural land and other infrastructure prior to the start of transporting materials, goods and equipment, and construction."

Sub-Clause 4.18: Protection of the Environment

Add the following para at the end of the sub-clause in 4.18:

"The Contractor shall comply with all applicable national, provincial, and local environmental laws and regulations.

The Contractor shall also comply with all reasonable requests of the national and local authorities responsible for enforcing environmental controls.

Within 28 days of the Commencement Date the Contractor shall submit a detailed Site Specific Environmental Management Plan (SSEMP) for the Engineer's no objection showing how he/she intends to comply with environmental laws and regulations and other specific requirements prescribed in the Contract, addressing all the monitoring and mitigation measures set forth in the Environmental Impact Assessment ("EIA") and the Environmental Management Plan ("EMP") of the project attached in Section 6- Employer's Requirements. Work shall not commence on the Site until the no objection of

SSEMP has been obtained from the Engineer and is being implemented. Such acceptance by the Engineer shall not relieve the Contractor of any of his obligations or responsibilities under the Contract.

The Contractor shall (a) establish an operational system for managing environmental impacts, (b) comply with the approved SSEMP and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor the implementation of the project EMP through the SSEMP, (c) allocate the budget required to ensure that such measures, requirements and actions are carried out, (d) submit semi-annual reports on the compliance of such measures to the Employer.

Where unanticipated environmental risks or impacts become apparent during the Contract, the Contractor is required to update the SSEMP to outline the potential impacts to site works and associated mitigation measures for the Engineer's approval."

Sub-Clause 4.20: Employer's Equipment and Free-issue Materials.

This sub-Clause is replaced as below: "No Equipment or material shall be issued to the Contractor by the Employer for the execution of works."

Sub-Clause 4.21: Progress Reports.

Add the following at the end of the sub-paragraph as

- (i) Monitoring of the obligations in Sub-Clauses 4.18, 6.1, 6.4, 6.7, 6.20 and 6.21

Sub-Clause 6.1: Engagement of Staff and Labour

Add the following para at the end of Sub-Clause 6.1:

"The Contractor and his Subcontractors shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights, including without limiting the foregoing, the laws and regulations set forth in Annexure A and A-1.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

The Contractor shall be responsible for observance by his Subcontractors of the provisions of the sub-clause 6.4.

Sub Clause 6.7 Health and Safety

Add the following para after First para:

The Contractor is responsible for establishment of preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities.

Within 25 days of the Commencement Date the Contractor shall submit a detailed Site Specific Health and Safety Management Plan (SSHSMP) for the Engineer's no objection showing how he/she intends to comply with the local Health and Safety laws and regulations and other specific requirements prescribed in the Contract, taking into account the Supplementary Information in Section 6- Employer's Requirements. Work shall not commence on the Site until the confirmation of no objection of the SSHSMP has been obtained from the Engineer and is being implemented. Such confirmation of no

objection by the Engineer shall not relive the Contractor of any of his/her obligations or responsibilities under the Contract.

Where unanticipated health and safety hazards or risks become apparent during the Contract, the Contractor is required to update the SSHSMP to outline the potential impacts to site works and associated mitigation measures for the Engineer's no objection.

The Contractor shall comply with the approved SSHSMP and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor the implementation of the project EMP through the SSHSMP.

In particular, the Contractor is required to provide all personnel on site including Employer's Personnel and visitors with personal protective equipment, including protection for feet (safety boots), head, eyes, ears (safety helmets) and hands, etc. , in accordance with the Contractor's SSHSMP. The Contractor should ensure that his Subcontractors comply with the SSHSMP and provide all such necessary equipment to their personnel.

The Contractor shall bear the costs to ensure that such measures, requirements and actions are carried out.

The Contractor shall submit semi-annual reports on the compliance of such measures to the Employer."

Add after the third paragraph the following:

"In the event of a significant injury involving medical treatment or hospitalization and fatal accident the Contractor shall notify the Engineer immediately by verbal communication and submit a formal report as soon as practicable after its occurrence. For all accidents, whether fatal or not, the Contractor shall also notify the appropriate local authorities in accordance with the Laws of the Country.

Sub-Clause 6.21: Child labour

Add the following para at the end

"'Child' means a child below the statutory minimum age of 14 years under applicable national, provincial or law of India."

Sub-Clause 8.1: Commencement of Works

Sub-Clause 8.1(d): *Delete sub-paragraph (d) of GCC 8.1 and replace with:*

receipt by the Contractor of the first instalment of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor. If however the Contractor does not submit the advance payment guarantee for the first installment in accordance with Sub-Clause 14.2 [Advance Payment] within 28 days after receiving the Letter of Acceptance, the conditions precedent for the Commencement of Works as provided in this sub-paragraph (d) is deemed to have been fulfilled.

Sub-Clause 8.2: Time for Completion

Add the following para at the end of Sub-Clause 8.2

The Contractor shall also meet the Progress Target fixed under Sub-sections defined in the Contract data.

Sub-Clause 8.3: Programme

Add the following new paragraph at the end of Sub-Clause 8.3:

"The Contractor shall, at least 14 days in advance of his programmed commencement of each item of work, furnish for the Engineer's consent, the methodology he intends to adopt for executing the item, providing full details of the method of working, equipment to be deployed, process to be controlled and measures to be adopted for ensuring quality of construction and safety."

Sub-Clause 11.2: Cost of Remedying Defects

Add the following para at the end

"Upon the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor in consonance with its obligation in Clause 4.16."

Sub-Clause 12.3: Evaluation

Replace sub-para a (ii) as follows:

"(a) (ii) the quantity of the item provided for in the Bill of Quantities accounts for more than 2 % of the Accepted Contract Amount."

Sub-Clause 13.8: Adjustment for changes in Cost

Delete Sub-Clause 13.8 in its entirety and substitute the following:

Sub Clause 13.8.1: Price Adjustment

The amounts payable to the Contractor and valued at base rates and prices pursuant to Sub Clause 14.3 hereof shall be adjusted in respect of the rise or fall in the indexed costs for labour, Contractors Equipment and Plant, materials and other inputs to the Works, by the addition or subtraction of the amounts determined by the formulae prescribed in this Clause.

Sub Clause 13.8.2: Other Changes in Cost

To the extent that full compensation for any rise or fall in the costs to the Contractor is not covered by the provisions of this or other Clauses in the Contract, the unit rates and prices included in the Contract shall be deemed to include amount to cover the contingency of such other rise or fall in costs.

Sub-Clause 13.8.3: Adjustment For Change in Cost**A) Variation of Price - Local Labour**

The Contract Price will be subjected to adjustment on account of variations in the cost of labour. The adjustment will be made according to the formula given below:

$$V1 = \frac{0.85}{C_0} \times RI \times (C - C_0) \times L$$

Where, V1= Variation in price on account of local labour during the period under consideration.

C₀= Base Cost Index related to the General Consumer Price Index for *industrial workers for the [Munger, Jamalpur) in the State of Bihar]*, published by Labour Bureau, Ministry

of Labour, Government of India, (hereinafter called "CPI") at the time specified in para (F) hereinafter.

C= Current Cost Index related to the General Consumer Price Index for industrial workers for the the[Munger, Jamalpur) in the State of Bihar], released by the above mentioned agency at the time specified in para (F) hereinafter.

L= A factor of 0.2 (zero point two) representing component of all local labour costs in the Contract Price including overheads, benefits, amenities etc.

RI= Value of the work done during the period under consideration and payable in non convertible Indian Rupee Currency at the base rates and prices as applicable under the Contract.

B) Variation of Price General Materials

The Contract Price will be subjected to adjustment on account of general variation of prices of all materials other than specifically provided in Sub Clause 13.10 hereinafter. The adjustment will be made according to the formula given below:

$$V2 = \frac{0.85 \text{ RI} \times (I - I_0) \times G}{I_0}$$

Where, V2= Variation in price on account of general variation of prices of all materials other than specifically provided in Sub Clause 13.10 hereinafter.

I₀= Base Cost Index corresponding to the Wholesale Price in India (for all commodities) (Base latest available) released by the Economic Adviser, Ministry of Industry, Government of India, at the time specified in para (F) hereinafter.

I= Current Cost Index corresponding to the Wholesale Price in India (for all commodities) for the period under consideration (Base latest available) released by the same agency at the time specified in para (F) hereinafter.

G= Factor 0.36 (zero point three six) representing component of all materials other than specifically provided elsewhere in the Contract Price.

RI= Value of the Work done during the period under consideration and payable in non convertible Indian Rupee Currency, at the base rates and prices as applicable under the Contract.

C) Variation of Price POL

The Contract Price will be subjected to adjustment on account of variation of prices of POL (Petroleum, Oil and Lubricants). The adjustment will be made according to the formula given below:

$$V3 = \frac{0.85 \text{ RI} \times (P - P_0) \times Q}{P_0}$$

Where, V3= Variation in price on account of POL during the period under consideration.

P₀= Base Price of HSD (High Speed Diesel) is ex-refinery price excluding all taxes from the nearest refinery of the Works site, at the time specified in para (F) hereinafter.

P= Current Price of HSD is ex-refinery price excluding all taxes from the nearest refinery of the Works site, at the time specified in para (F) hereinafter.

Q= Factor of 0.07 (zero point zero seven) representing the component of POL in the Contract Price.

RI= Value of the Work done during the period under consideration and payable in non convertible Indian Rupee Currency, at the base rates and prices as applicable under the Contract.

D) Price Adjustment for Plant and Equipment:

Price adjustment for increase or decrease in the cost of constructional plant shall be paid in accordance with the following formula:

$$V4 = \frac{0.85 \text{ RI} \times (M - M_0) \times E}{M_0}$$

Where, V4= Increase or decrease in the cost of work price of usage or due to changes in rate of constructional plant, during the quarter under consideration.

M₀= Base Cost Index for *Manufacture of machinery for mining, quarrying and construction* in wholesale price in India (Base latest available) released by the Economic Adviser, Ministry of Industry, Government of India, at the time specified in para (F) hereinafter.

M= Current Cost Index numbers of wholesale prices in India for *Manufacture of machinery for mining, quarrying and construction* in wholesale price in India (Base latest available) released by the Economic Adviser, Ministry of Industry, Government of India, at the time specified in para (F) hereinafter.

RI= Value of Work done during the period under consideration and payable in non convertible India Rupee Currency at the base rates and price as applicable under the Contract.

E= Factor of 0.05 (zero point zero five) representing the aspect of equipment usage in the contract price.

E) Variation of Price - Foreign Inputs, N.L

F) Base, Current and Provisional Indices

The base cost indices or prices shall be those ruling on the date 28 days prior to the closing date for the submission of bids. Current indices or prices shall be those ruling on the date 28 (twenty-eight) days prior to the last day of the period to which a particular Interim Payment Certificate is related. If, at any time the current officially published or relevant proxy indices are not available, provisional indices as determined by the Engineer will be used, subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

G) Price Adjustment

The Price Adjustment shall be evaluated for the relevant date of each Interim Payment Certificate submitted by the Contractor pursuant to Sub Clause 14.3 using the weighting prescribed in this Sub Clause and the related current and base cost indices, subject to any changes or corrections made in accordance with para (F) of this Sub Clause.

I) The Adjustable Amount

The adjustable amount of each Interim Payment Certificate shall be the difference between (i) the amount which, in the opinion of the Engineer, shall be due to the Contractor pursuant to

Sub Clause 14.3 (before deducting retentions) including the amount at base rates and prices of the scheduled work carried out and Day works (unless otherwise adjusted) but excluding the value of materials on site, and (ii) the amounts calculated in (i) above and included in the last preceding Interim Payment Certificate issued by the Engineer. The adjustable amount shall exclude payments to nominated sub contractors and any other amounts based upon actual cost or current prices.

I) The Adjusted Amount

The adjusted amount of each Payment Certificate shall be determined by applying the Price Adjustment to the adjustable amount, and shall become payable to the Contractor in accordance with the provisions of Clause 14 subject to any deductions there from for retention money, liquidated damages and any other monies due to the Employer from the Contractor including the recovery of mobilization advances, if any.

J) Adjustment after Completion

If the Contractor shall fail to complete the Works within the time for completion under Sub Clause 8.2, adjustment of prices thereafter until the date of completion of the Works shall be made using either the indices or prices relating to the prescribed time for completion, or the current indices or prices, whichever is more favorable to the Employer, provided that if an extension of time is granted pursuant to Clause 8.4 the above provision shall apply only to adjustments made after the expiry of such extension of time.

K) Price Adjustment for Bitumen Component

Price adjustment for increase or decrease in the cost of bitumen shall be paid in accordance with the following formula:

$$V5 = \frac{0.85 \text{ RI} \times (B - B_0) \times C}{B_0}$$

Where, V5= Increase or decrease in the cost of work during the month under consideration due to changes in rates for bitumen.

B₀= Base cost indices is ex-refinery price excluding all taxes for bitumen at the nearest refinery, prevailing on the relevant date applicable for adjustment to the Contract Price, as specified in para (F) hereinabove .

B= Current indices is ex. refinery price excluding all taxes at the nearest refinery, prevailing on the relevant date applicable for adjustment to the Contract Price, as specified in para (F) hereinabove .

RI= Value of Work done during the period under consideration and payable in nonconvertible Indian Rupee Currency at the base rates and price as applicable under the Contract.

C= Factor of 0.16 (zero point one six) representing the aspect of bitumen usage in the contract price.

Price Adjustment for Steel Component

Price adjustment for increase or decrease in the cost of Steel shall be paid in accordance with the following formula:

$$V6 = \frac{0.85 \text{ RI} \times (S - S_0) \times C}{S_0}$$

Where, V6= Increase or decrease in the cost of work during the month under consideration due to changes in rates for steel.

S₀= Base cost index for *MS Bright Bars* correspond to wholesale price in India (Base latest available) released by Ministry of Industrial Development, Govt. of India at the time specified in para (F) hereinabove

S= Current cost index for *MS Bright Bars* correspond to wholesale price in India (Base latest available) released by Ministry of Industrial Development, Govt. of India at the time specified in para (F) hereinabove

RI= Value of Work done during the period under consideration and payable in nonconvertible India Rupee Currency at the base rates and price as applicable under the Contract.

C= Factor of 0.09 (zero point zero nine) representing the aspect of steel usage in the contract price.

M) Price Adjustment of Cement Component

Price adjustment for increase or decrease in the cost of Cement shall be paid in accordance with the following formula:

$$V7 = \frac{0.85 \text{ RI} \times (C - C_0) \times Q}{C_0}$$

Where, V7= Increase or decrease in the cost of work during the month under consideration due to changes in rates for Cement.

C₀= Base cost index for *Ordinary Portland Cement* correspond to wholesale price in India (Base latest available) released by Ministry of Industrial Development, Govt. of India at the time specified in para (F) hereinabove

C= Current cost index for *Ordinary Portland Cement* correspond to wholesale price in India (Base latest available) released by Ministry of Industrial Development, Govt. of India at the time specified in para (F) hereinabove

RI= Value of Work done during the period under consideration and payable in nonconvertible India Rupee Currency at the base rates and price as applicable under the Contract.

Q= Factor of 0.07 (zero point zero seven) representing the aspect of cement usage in the contract price.

Add the following new Sub-Clauses 13.9, 13.10, 13.11 and 13.12 after Sub-Clause 13.8

Sub-Clause 13.9: Sources of Indices

The sources of those indices not stated in Sub-Clause 13.8 shall be as listed in the Contract Data, as approved by the Engineer.

Sub Clause 13.12: Exemption from Price Adjustment

The following items shall not be included in the price adjustment calculation:

- (a) Liquidated damages;

- (b) Retention withheld and released;
- (c) Advance payments in the form of loans and their repayments;

Sub-Clause 14.3 (c): Application for Interim Payment Certificates

Add the following text in the last

"Once the limit of retention money is reached, the retention money so deducted from the IPC can be replaced by a Bank Guarantee of an equivalent amount valid for the required period. In case of taking over certificate is issued then it shall be dealt as per clause 14.9 of GCC.

Sub-Clause 15.4: Payment after Termination

The words in the first sentence "After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer may:" may read as "After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Performance Security of the Contractor shall be forfeited and the Employer may:"

Sub Clause 20.2 Appointment of the Dispute Board

The following text in para one is substituted by

Disputes shall be referred to a DB (Constituted for this purpose by following the Standard stipulated rules including conflict of interest) for decision in accordance with Sub-Clause 20.4 [Obtaining Dispute Board's Decision]. The Parties shall appoint a DB by the date stated in the Contract Data.

Add the following new Clauses 21, 22 and 23:

Clause 21: Taxation

Sub-Clause 21.1: Foreign Taxation

The prices bid by the Contractor shall include all taxes, duties and other charges imposed outside the Employer's country on the production, manufacture, sale and transport of the contractor's equipment, plant, materials and supplies to be used on or furnished under the Contract, and on the services performed under the Contract.

Sub-Clause 21.2: Local Taxation

The Price bid by the Contractor shall be exclusive of Goods & Services Tax (GST) but including all other taxes if any that may be levied in accordance to the laws and regulations in being as of the date 28 days prior to the closing date for submission of bids in India on the Contractor's equipment, plant, materials and supplies (permanent, temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. No excise duties exemption shall be payable. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Employer's country on profits made by him in respect of the Contract.

Sub-Clause 21.4: Advance Deduction of Taxes

Advance deduction of taxes shall be made from each Interim Payment Certificate in accordance with the relevant provisions of all prevailing Acts and Regulations.

Sub-Clause 22: Maintenance of Right of Way

Throughout the period of the Contract, the Contractor shall at all times maintain public vehicular access along the right-of-way and from the right-of-way to all public and private access and land, as

exists immediately prior to his commencement of the works, on the entire stretch of the Project Road. Maintenance shall be all weather proofed quality.

No separate payment for the same shall be given to the contractor.

Sub-Clause 23: Procurement of Materials including Stone Aggregates

It shall be the responsibility of the Contractor to select the source and provide the materials conforming to the specification and approved by the Engineer, its availability and carriage on the site. No claim on account of any lead, whatever may be including mode of transportation for its carriage shall be entertained and payable to the contractor.

Not to be used as a Bid Document, Only for Reference

ANNEXURE A

(Reference Clause 6)

- (a) The Contractor shall, at all times during the continuance of the Contract, comply fully with all existing Acts, regulations and bylaws including all statutory amendments and re enactment of State and Central Government and other local authorities and any other enactments, notifications and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Schemes made under the same Act and also Labour Regulations mentioned in Annexure A to Section III, Health and Sanitary Arrangement for Workmen, insurance and other benefits and shall keep the Employer indemnified in case any action is commenced by competent authorities for contravention by the Contractor. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non observance of the provisions stipulated henceforth on the part of the Contractor, the Engineer shall have the right to deduct from any moneys due to the Contractor, his amount of Performance Security or recover from the Contractor personally any sum required or estimated to be required for making good the loss or damage suffered by the Employer. Provided, however, the Employer shall have no other responsibility in connection with the employees of the Contractor, who shall, in no case, be treated as the employees of the Employer at any time.

Fair Wages

- (b) The Contractor shall pay the laborers engaged by him on the Works not less than a fair wage, which expression shall mean, whether for time or piece work, the respective rates of wages fixed by the Public Works Department as fair wages for the area payable to the different categories of laborers or those notified under the Minimum Wages Act for corresponding employees of the Employer, whichever may be higher.
- (c) The Contractor shall, notwithstanding the provisions of a contract to the contrary, cause to be paid a fair wage to laborers indirectly engaged on the Works, including any labour engaged by sub contractors in connection with the said Works as if the laborer had been directly employed by him.

Notices

- (d) The Contractor shall, before he commences the work, display, and correctly maintain, in a clean and legible condition at a conspicuous place on the Site, notices in English and in a language spoken by the majority of the workers, stating therein the rates of wages, which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Engineer.

Wages Records

- (e) The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and as per the requirements of the Employer/ Engineer and the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorized person appointed by the Central or State Government and the same shall include the following particulars of each worker:
- i. *Name, Worker's number and grade;*
 - ii. *Rate of daily or monthly wage;*
 - iii. *Nature of work on which employed;*

- iv. *Total number of days worked during each wage period;*
 - v. *Total amount payable for the work during each wage period;*
 - vi. *All deductions made from the wage with details in each case of the grounds for which the deduction is made; and*
 - vii. *Wages actually paid for each wage period.*
- (f) **The Contractor shall provide a Wage Slip for each worker employed on the Works.**
- (g) **The Wage records and Wage Slips shall be preserved for at least 12 months after the last entry.**

Inspection of Wage Records

- (h) The Contractor shall allow inspection of the aforesaid Wage Records and Wage Slips to the Engineer and to any of his employees or to his agent at a convenient time and place after due notice is received, or to the Employer or any other person authorized by him on his behalf.
- (i) The Employer, the Engineer or any other person authorized by them on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair Wages Clause. He shall also have the power to investigate any complaint regarding any default made by the Contractor or sub contractor in regard to such provision.
- (j) The Employer shall have the right to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non payment of the aforesaid fair wage, except on account of any deduction that may be permissible under any law for the time being in force.
- (k) (i) A workman shall be entitled to be represented in any investigation or enquiry under this Clause by:
- (a) An officer of a registered Trade Union of which he is a member.
 - (b) An officer of a federation of Trade Unions to which the Trade Union referred to in the previous sub clause is affiliated.
 - (c)
 - (i) Where the worker is not a member of any registered Trade Union, by an officer of a registered Trade Union connected with or by any other workmen employed in the industry in which the worker is employed.
 - (ii) The Contractor or sub contractor shall be entitled to be represented in any investigation or enquiry under this Clause by an officer of an Association of Employers of which he is member.
 - (iii) No party shall be represented by a legal practitioner in any investigation or enquiry under this Clause, unless all parties agree otherwise.

Safety Provision

- (l) The Contractor shall comply with all the precautions as required for the safety of the workmen by the I.L.O Convention No. 62 as far as they are applicable to the Contract. The Contractor shall provide all necessary safety appliances such as safety goggles, helmets, masks, etc. to the workmen and the staff.
- (i) Suitable scaffolds shall be provided for workmen for all work that cannot safely be done from the ground, or from solid construction except for such short period work as can be done safely from

ladders. When a ladder is used, an extra labourer shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable foot holds and hand holds shall be provided on the ladder, which shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal in 1 vertical).

- (ii) Scaffolding or staging more than 3.25 metres above the ground or floor, swung or suspended from an overhead support or erected with stationary support, shall have a guard rail properly attached, bolted, braced and otherwise secured at least 1 metre high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the support or structure.
- (iii) Working platforms, gangways, and stairways shall be so constructed that they do not sag unduly or unequally, and if the height of any platform or gangway or stairway is more than 3.25 metres above ground level or floor level, it shall have closely spaced boards, have adequate width and be suitably provided with guard rails as described in (ii) above.
- (iv) Every opening in the floor of a structure or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of one metre.
- (v) Safe means of access and egress shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length. The width between side rails in a rung ladder shall in no case be less than 30 cm for ladders up to and including 3 metres in length. For longer ladders the width shall be increased at least 6 mm for each additional 30 cm of length. Spacing of steps shall be uniform and shall not exceed 30 cm.
- (vi) Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall provide all necessary fencing and lights to protect the public from accidents and shall be bound to bear the expenses of defending every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.
- (vii) Excavation and Trenching: All trenches, 1.5 metres or more in depth, shall at all times be supplied with at least one ladder for each 20 metres in length or fraction thereof. Ladders shall be extended from the bottom of the trench to at least 1 metre above the surface of the ground. The sides of a trench, which is 1.5 metres or more in depth shall be stepped back to provide a suitable slope, or be securely held by timber bracing so as to avoid the danger of side collapse. Excavated material shall not be placed within 1.5 metres of the edge of any trench or half the depth of the trench, whichever is more. Excavation shall be made from the top to the bottom. Under no circumstances shall undermining or undercutting be done.
- (viii) Demolition: Before any demolition work is commenced and also during the process of the work:
 - A. All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - B. No electric cable or apparatus, which is liable to be a source of danger other than a cable or apparatus used by operators, shall remain electrically charged:
 - C. All practical steps shall be taken to prevent danger to persons employed by the Employer, from risk of fire or explosion, or flooding. No floor, roof or other part of a building shall be so overloaded with debris or materials as to render it unsafe.
- (ix) All necessary personal safety equipment as considered adequate by the Engineer shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use;

and the Contractor shall take adequate steps to ensure proper use of such equipment by those concerned.

- A. Workers employed on mixing asphaltic materials, cement, lime mortars, concrete etc. shall be provided with protective footwear and protective goggles.
 - B. Those engaged in handling any material, which is injurious to the eyes, shall be provided with protective goggles.
 - C. Those engaged in welding works shall be provided with welder's protective eye shield.
 - D. Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
 - E. When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that manhole covers are open and manholes are ventilated at least for an hour before workers are allowed to go into them. Manholes so open shall be cordoned off with suitable railing and provide warning signals or boards to prevent accidents to the public.
- (x) The Contractor shall not employ men below the age of 18 years and women, on the work of painting with products containing lead in any form. Whenever men above the age of 18 years are employed on the work of lead painting, the following precautions shall be taken:
- A. No paint containing lead or lead products shall be used except in the form of paste or ready-made paint.
 - B. Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
 - C. Overalls shall be supplied by the Contractor to workmen and adequate facilities shall be provided to enable workers to wash during and at the close of any day's work.
- (xi) When work is performed near any place where there is risk of drowning all necessary equipment shall be provided and kept ready for use and all necessary steps taken for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- (xii) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:
- (A) (i) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order be regularly inspected and properly maintained.
 - (ii) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from defects.
 - (B) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 shall be in charge of any hoisting machine including scaffold equipment. Only trained men over the age of 21 shall be permitted to give signals to such plant and appliance operators.
 - (C) For every hoisting machine and every chain hook, shackle, swivel and pulley block used in hoisting, lowering or as means of suspension, safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with safe working load. In case of a hoisting machine or a variable safe working load, each safe working load and conditions under which it is applicable shall be clearly indicated. No part of

any machine or any gear referred to in the paragraph above shall be loaded beyond safe working load except for the purpose of testing

(D) In case of the Employer's machine, safe working load shall be notified by the Engineer or his Representative. As regards Contractor's machines, the Contractor shall notify safe working load of each machine to the Engineer or his Representative whenever he brings it to the site of work and get it verified by him.

(xiii) Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards; hoisting appliances shall be provided with such means as will reduce the facilities shall be provided at or near places of work.

(xv) These safety provisions shall be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work location. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.

(xvi) To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer or his Representative and the Inspecting Officer as defined in the Contractor's Labour Regulation mentioned hereafter in these Documents as Annexure A of Section III.

(xvii) Notwithstanding anything contained in condition (i) to (xvi) above, the Contractor shall remain liable to comply with the provisions of all acts, rules, regulations and bylaw for the time being in force in India and applicable in this matter.

- (a) The Contractor shall be responsible for observance, by his sub contractors, of the foregoing provisions.
- (b) For work carried out in the vicinity of any wharf or quay, the Contractor shall abide by all the provisions of the Dock Workers (Safety, Health and Welfare) Scheme, 1961.

Footwear

The Contractor shall at his own expense provide footwear for all labour engaged on concrete mixing work and all other types of working involving the use of tarmacment, etc., to the satisfaction of the Engineer or his Representative, and on his failure to do so, the Employer shall be entitled to provide the same and recover the cost from the Contractor.

Local Labour

The Contractor is encouraged as far as possible to employ, in the execution of the Contract, qualified Indian citizens as workmen. Employment of expatriate personnel is subject to appropriate Indian laws and regulations. In case the Contractor wishes to employ expatriate personnel in any particular trade or skill required to execute the Contract, the Employer will assist the Contractor in obtaining permission for which the Contractor shall submit requisite data.

Model Rules for Labour Welfare

(i) Definitions:

(A) Workplace means a place at which, on an average, twenty or more workers are employed.

(B) Large workplace means a site at which, on an average, 250 or more workers are employed.

(ii) First Aid:

At every workplace, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressings and sterilized cotton wool as prescribed in the Factory Rules of the State in which the work is carried on. The appliances shall be kept in good order and, in large work places, they shall be placed under the charge of a responsible person who shall be readily available during working hours.

At large workplaces, where hospital facilities are not available within easy distance of the Works, First Aid Posts shall be established and be run by a trained Compounder.

Where large workplaces are remotely situated and far away from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.

Where large workplaces are situated in cities, towns or in their suburbs and no beds are considered necessary owing to proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to these hospitals. At other workplaces, some conveyance facilities shall be kept readily available to take an injured person or persons suddenly taken seriously ill, to the nearest hospital.

At every large workplace, there shall be provided and maintained an ambulance room containing the prescribed equipment and in the charge of such medical and nursing staff as may be prescribed. For this purpose, the relevant provisions of the Factory Rules of the State Government of the area, where the work is carried on, may be taken as the prescribed standard.

(iii) Accommodation for Labour:

The Contractor shall during the progress of the work provide, erect and maintain necessary temporary living accommodation and ancillary facilities for labour at his own expense to standards and scales approved by the Engineer.

(iv) Drinking Water:

In every workplace, there shall be provided and maintained at suitable places easily accessible to labour, a sufficient supply of cold water fit for drinking.

Where drinking water is obtained from an intermittent public water supply each workplace shall be provided with storage tanks where drinking water shall be stored.

Every water supply storage shall be at a distance of not less than 15 metres from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of any latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with a trap door, which shall be dust proof and waterproof.

A reliable pump shall be fitted to each covered well. The trap door shall be kept locked and opened only for cleaning or inspection, which shall be done at least once a month.

(v) Washing and Bathing Places:

Adequate washing and bathing places shall be provided separately for men and women. Such places shall be kept in clean and drained condition.

(vi) Scale of Accommodation in Latrines and Urinals:

There shall be provided within the precincts of every workplace, latrines and urinals in an accessible place, and the accommodation, separately for each for these, shall not be less than at the following scale:

No. of Seats

(a) Where number of persons does not exceed 50

2

- | | |
|---|---|
| (b) Where number of persons exceed 50 but does not exceed 100 | 3 |
| (c) For additional persons per 100 or part thereof | 3 |

In particular cases, the Engineer shall have the power to increase the requirement, wherever necessary.

(vii) Latrines and Urinals:

Except in workplaces provided with water flushed latrines connected with a water borne sewage system, all latrines shall be provided with dry earth system (receptacles) which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. Receptacles shall be tarred inside and outside at least once a year.

If women are employed, separate latrines and urinals, screened from those for men and marked in the vernacular in conspicuous letters "For women only", shall be provided on the scale laid down in rule (vi). Those for men shall be similarly marked "For men only". A poster showing the figure of a man and a woman shall also be exhibited at the entrance to latrines for each sex. There shall be adequate supply of water, close to latrines and urinals.

(viii) Construction of Latrines:

Inside walls shall be constructed of masonry or other non absorbent material and shall be cement washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for the purpose and kept available for inspection. Latrines shall have at least a thatched roof.

(ix) Disposal of Excreta:

Unless otherwise arranged for by the local sanitary authority, arrangement for proper disposal of excreta by incineration at the workplace shall be made by means of a suitable incinerator approved by the local medical health and municipal or cantonment authorities. Alternatively, excreta may be disposed of by putting a layer of night soils at the bottom of a pucca tank prepared for the purpose and covering it with a 15 cm layer of waste or refuse and then covering it with a layer of earth for a fortnight (when it will turn into manure).

The Contractor shall, at his own expense, carry out all instructions issued to him by the Engineer to effect proper disposal of soil and other conservancy work in respect of Contractor's work-purpose or employees on the site. The Contractor shall be responsible for payment of any charges, which may be levied by municipal or cantonment authority for execution of such work on his behalf.

(x) Provisions of shelters during rest:

At every workplace, there shall be provided, free of cost, four suitable sheds, two for meals and two others for rest, separately for use of men and women labour. The height of each shelter shall not be less than 3 metres from floor level to lowest part of roof. Sheds shall be kept clean and the space provided shall be on the basis of at least 0.5 sq.m. per head.

(xi) Creches:

At a place at which 20 or more women are ordinarily employed, there shall be provided at least one hut for use of children under the age of 6 years belonging to such women. Huts shall not be constructed to a standard lower than that of thatched roof, mud floor and wall with wooden planks spread over mud floor and covered with matting.

Huts shall be provided with suitable and sufficient openings, for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two maidservants in attendance. Sanitary utensils shall be provided to the satisfaction of local medical, health a municipal or cantonment authorities. Use of huts shall be restricted to children, their attendants and mothers of children.

Where the number of women workers is more than 25 but less than 50, the Contractor shall provide at least one hut and one maidservant to look after the children of women workers.

Size of crèche(s) shall vary according to the number of women workers employed.

Crèche(s) shall be properly maintained and necessary equipment like toys, etc. provided.

(xii) Canteen:

A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered necessary.

(xiii) Planning, siting and erection of the above mentioned structures shall be approved by the Engineer or his Representative and the whole of such temporary accommodation shall at all times during the progress of the Works be kept tidy and in a clean and sanitary condition to the satisfaction of the Engineer or his Representative and at the Contractor's expense. The Contractor shall conform generally to sanitary requirements of local medical, health and municipal or cantonment authorities and at all times adopt such precautions as may be necessary to prevent soil pollution of the Site.

On completion of the Works, the whole of such temporary structures shall be cleared away, all rubbish burnt, excreta or other disposal pits or trenches filled in and effectively sealed off and the whole of the site left clean and tidy, at the Contractor's expense, to the entire satisfaction of the Engineer.

(xiv) Anti malarial precautions:

The Contractor shall, at his own expense, conform to all anti malarial instructions given to him by the Engineer, including filling up any borrow pits which may have been dug by him.

(xv) Awareness and Education of HIV/AIDS

The civil work contractors employed under the project are required to undertake an information and education campaign on sexually transmitted diseases and HIV/AIDS for construction.

(xvi) Child Labour Prohibition

The contractor shall not use child Labour for the highway construction and ancillary work.

(xvii) Enforcement:

Inspecting Officer mentioned in the Contractor's Labour Regulations or any other officer nominated on his behalf by the Engineer shall report to the Engineer all cases of failure on the part of the Contractor and/or his sub contractor to comply with the provisions of these rules either wholly or in part and the Engineer shall impose such fines and other penalties as are prescribed in the Conditions of Contract.

(xviii) Interpretation, etc.:

On any questions as to the application, interpretation or effect of these Rules, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) shall be final and binding.

(xix) Amendments:

The Employer may, from time to time, add to, or amend these Rules and issue such directions as it may be considered necessary for the proper implementation of these Rules or for the purpose of removing any difficulty, which may arise in the administration thereof.

Annexure A 1**(Reference Clause 6)****Contractor's Labour Regulations****Regulation 1: Definition**

In these regulations, unless otherwise expressed or indicated, the following words and expressions shall have the meaning hereby assigned to them:

(a) "Labour" means workers employed by a contractor directly, or indirectly, through a sub contractor, or by an agent on his behalf on a payment not less than that as per minimum wages act.

(b) "Wages" means wages, which shall include wages for a weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighbourhood but shall not be less than the minimum rates of wages fixed under the Payment of the Minimum Wages Act;

(c) "Contractor" for the purpose of these regulations shall include an agent or sub contractor employing labour on the work taken on contract;

(d) "Inspecting Officer" means any Labour Enforcement Officer, or Assistant Labour Commissioner of the Chief Labour Commissioner's Organisation; and

(e) "Form" means a form appended to these Regulations.

Regulation 2: Notice of Commencement

The Contractor shall, within SEVEN days of commencement of the Works furnish in writing to the Inspecting Officer of the area concerned the following information.

- a) Name and situation of the work;
- b) Contractor's name and address;
- c) Particulars of the Department for which the work is undertaken;
- d) Name and address of sub contractors as and when they are appointed;
- e) Commencement and probable duration of the work;
- f) Number of workers employed and likely to be employed; and
- g) Fair wages for different categories of workers.

Regulation 3: Hours of Work and Weekly Day of Rest

1. Number of hours of work which shall constitute normal working day; The number of hours which shall constitute a normal working day for an adult shall be EIGHT hours. The working day of an adult worker shall be so arranged that, inclusive of intervals, if any, for rest, it shall not spread over more than twelve hours in one day. When an adult worker is made to work for more than eight hours on any day or for more than FORTY-EIGHT hours in a week, he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.

2. Weekly day of rest : Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day on one of the five days immediately before or after the rest day. Provided no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.

Note: The expression "ordinary rate of wages" means the fair wage the worker is entitled to.

Regulation 4: Display of Notice Regarding Wages, Weekly Day of Rest, etc.

The Contractor shall, before he commences the Works, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the Works, notices in English and in the local language, spoken by the majority of workers, stating the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notice to the Inspecting Officer.

Regulation 5: Fixation of Wage Periods

The Contractor shall fix wage periods in respect of which wages shall be payable. No wage period shall normally exceed one week.

Regulation 6: Payment of Wages

- (i) wages due to every worker shall be paid to him direct. All wages should be paid in current coins or currency or in both.
- (ii) wages of every worker employed on the Contract shall be paid where the wage period is one week, within THREE days from the end of the wage period; and in any other case before the expiry of 7th day or 10th day from the end of the wage period depending on whether the number of workers does not exceed 1,000 or exceeds 1,000.
- (iii) when employment of any worker is terminated by or on behalf of the Contractor, the wages earned by him shall be paid before expiry of the day succeeding the one on which his employment is terminated.
- (iv) payment of wages shall be made at the Work Site on a working day except when the work is completed before expiry of the wage period in which case final payment shall be made at the Work Site within 48 hours of the last working day and during normal time.

Note: The term "Working Day" means a day on which the work on which the labour is employed is in progress.

Regulation 7: Register of Workmen and Women

A register of workmen and women shall be maintained in the Form appended to the regulations and kept at the work site or as near to it as possible, and relevant particulars of every worker shall be entered therein within THREE days of their engagement.

Regulation 8: Employment Card

The Contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by a previous employer, the Contractor shall merely endorse that Employment Card with relevant entries. On termination of employment, the Employment card shall again be endorsed by the Contractor and returned to the worker.

Regulation 9: Register of Wages, etc.

- (i) A Register of Wages cum Muster Roll in the Form appended to these regulations shall be maintained and kept at the Work Site or as near to it as possible.
- (ii) A wage slip in the Form appended to these regulations shall be issued to every worker employed by the Contractor at least a day prior to disbursement of wages.

Regulation 10: Fines and Deduction, which may be made from Wages

- (i) Wages of a worker shall be paid to him without any deductions of any kind except the following:
 - (a) fines;
 - (b) deductions for absence from duty; i.e., from the place of his employment where he is required to work. The amount of deduction shall be in proportion to the period for which he was absent;
 - (c) deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which is required to be accounted for, where such damage or loss is directly attributable to his neglect or default; and
 - (d) deduction for recovery of advances or for adjustment of overpayment of wages advance granted, being entered in a register; and
 - (e) any other deductions, which the Employer may from time to time, allow.
- (ii) No fines shall be imposed on any worker save in respect of such acts and omissions on his part which have been approved by the Chief Labour Commissioner.
- (iii) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deductions.
- (iv) The total amount of fines which may be imposed in any one wage period of a worker shall not exceed an amount equal to 0.3% of the wages payable to him in respect of that wage period.
- (v) No fine imposed on a worker shall be recovered from him by instalments, or after expiry of sixty days from the date on which it was imposed. Every fine shall be deemed to have been imposed on the day of the act or omission in respect of which it was imposed.
- (vi) The Contractor shall maintain both in English and the Local language a list, approved by the Chief Labour Commissioner, clearly stating the acts and omissions for which penalty or fine may be imposed on a worker and display it in good condition in a conspicuous place on the Work Site.
- (vii) The Contractor shall maintain a register of fines and the register of deduction for damage or loss in the Forms appended to these regulations which should be kept at the place of Work.

Regulation 11 Register of Accidents

The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:

- a) Full particulars of any labourers who met with accident;
- b) Rate of Wages;
- c) Sex;
- d) Age;
- e) Nature of accident and cause of accident;

- f) Time and Date of accident;
- g) Date and Time when admitted to hospital;
- h) Date of Discharge from the hospital;
- j) Percentage of loss of earning capacity and disability as assessed by the medical officer;
- k) Claim required to be paid under Workman's Compensation Act;
- l) Date of Payment of compensation;
- m) Amount paid with details of the person to whom the compensation was paid;
- n) Authority by whom the compensation was assessed; and
- o) Remarks.

Regulation 12: Preservation of Register

The Register of workers and the Register of wages cum Master Roll required to be maintained under these regulations shall be preserved for 3 years after the date on which the last entry is made therein.

Regulation 13: Enforcement

The Inspecting Officer shall either on his own volition or on a complaint received by him carry out investigation, and send a report to the Engineer specifying the amounts representing Worker's Dues and amount of penalty to be imposed on the Contractor for breach of these regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the reason therefore. It shall be obligatory on the part of the Engineer on receipt of such a report to deduct such amounts from payments due to the Contractor.

Regulation 14: Disposal of Amounts Recovered from the Contractor

The Engineer shall arrange payment to workers concerned within FORTY-FIVE days receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these regulations. In cases where there is an appeal, payment to workers dues shall be arranged by the Engineer wherever such payments arise, within THIRTY days from the date of receipt of the decision of the Regional Labour Commissioner (RLC).

Regulation 15: Welfare Fund

All moneys that are recovered by the Engineer by way of worker's dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of workers, etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Employer for such benefit and welfare of workers employed by the Contractor as the Engineer may deem fit.

Regulation 16: Appeal against decision of Inspecting Officer

Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision of the Regional Labour Commissioner concerned within THIRTY days from the date of the decision, forwarding simultaneously a copy of this appeal to the Engineer.

The decision of the Regional Labour Commissioner shall be final and binding upon the Contractor and the Workmen.

Regulation 17: Representation of Parties

(i) A Worker shall be entitled to be represented in any investigation of enquiry under these regulations by an officer of a registered trade union of which he is a member or by an officer of a Federation of Trade Unions to which the said trade union is affiliated or where the workman is not a member of any registered trade union by an officer of a registered trade union, connected with, or by any other workmen employed in the industry in which the worker is employed.

(ii) A contractor shall be entitled to be represented in any investigation or enquiry under these regulations by an officer of an association of contractors of which he is a member or by an officer of a Federation or association of contractors to which the said association is affiliated or by an officer of an association of employees connected with, or by any other employer engaged in the industry in which the contractor is engaged.

(iii) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations unless all parties agree otherwise.

Regulation 18: Inspecting of Books and other Documents

The Contractor shall allow inspection of the registers and other documents prescribed under the regulations by Inspecting Officers and the Engineer or his authorised Representative at any time and by the worker or his agent on receipt of due notice at a convenient time.

Regulation 19: Interpretation etc.

On any question as to the application, interpretation or effect of these regulations, the decision of the Chief Labour Commissioner or Deputy Chief Labour Commissioner (Central) as the case may be, shall be final and binding.

Regulation 20 :

Contractor shall encourage participation of women worker for work of unskilled labour at construction site.

Contractor shall engage women worker in works like-

"Cleaning drains, Manual loading/unloading embankment, sweeping before black topping and watering after wards. etc."

Regulation 21: Amendments

The Employer may from time to time, add to or amend these regulations and issue such directions as he may consider necessary for the purpose of removing any difficulty which may arise in the administration thereof.

Sheet No. A 1

**REGISTRATION OF WORKMAN
(Regulation 7)**

- 1) Name and address of the Contractor : _____
- 2) Number and Date of the Contract : _____
- 3) Name and address of the
Department awarding the Contract : _____
- 4) Nature of the Contract and Location
of the work : _____
- 5) Duration of the Contract : _____

Sl. No.	Name and surname of the worker	Age & sex	Father' s/ husband' s name	Nature of employment Designation	Permanent Home Address of Employee (Village, Distt, Thana)	Present Address	Date of commencement of employment	Date of termination or leaving of employment	Signature or thumb impression of the Employee	Remarks
1	2	3	4	5	6	7	8	9	10	11

Sheet No. A-2

**EMPLOYMENT CARD
(Regulation 8)**

- i) Name and Sex of the Worker : _____
- ii) Father's / Husband's Name : _____
- iii) Address : _____
- iv) Age or Date of Birth : _____
- v) Identification Marks : _____

Particulars of next of kin (wife/husband and children, if any, or of dependent next of kin in case the worker has no wife/husband or child):

Name : _____

Full Address of Dependants : _____

(Specify Village, Distt and State) : _____

Sl.No.	Name and address of Employer (Specify whether a contractor or a sub-contractor)	Particulars of location of work site and description of work done	Total period for which the worker is employed (from...to ...)	Actual number of days worked	Leave taken (No. of days should be specified)	Nature of work done by the worker	Wage period	Wage rate with particulars of unit rate in case of piece work	Total wages earned by the worker the period shown under	Remarks	Signature of the employer
1	2	3	4	5	6	7	8	9	10	11	12

N.B : For a worker employed at one time on piece work basis and at another on daily wages, relevant extra in respect of each type of employment should be made separately.

Sheet No. A 3

REGISTER OF WAGES CUM MUSTER ROLL**(Regulation 9 (i))**

- i) Name and Address of the Contractor : _____
- ii) No. & Date of the Contract : _____
- iii) Name and address of the Department awarding the Contract : _____
- iv) Nature of the Contract and Location of the Work : _____
- v) Duration of the Contract : _____
- vi) Wage Period : _____

Fair Wages Payable	Wages Paid	Overtime worked	Deduction from wages
1	2	3	4

Not to be used as a Bid Document, Only for Reference

Sheet No. A-4

**WAGE SLIP
(Regulation 9 (ii))**

Name of Contractor:

Place:

1. Name of the Worker with father/Husband's Name
2. Nature of Employment
3. Wage Period
4. Rate of Wages Payable
5. Total attendance/ Unit of work done
6. Date (s) on which overtime worked
7. Overtime Wages
8. Gross Wages Payable
9. Total Deductions (including nature of deductions)
10. Net Wages Payable

Signature/Thumb Impression
of Contractor

Signature/Thumb Impression
of Employee

Sheet No. A 5

**REGISTER OF FINES
(Regulation No.10 (vii))**

Sl. No.	Name	Father's/ Husband's Name	Sex	Depart- ment	Nature and Date of the offence for which fine imposed	Whether workmen showed cause against fine or not, if so enter date	Rate of wages	Date and amount of fine posed	Date on which fine realised	Remarks
1	2	3	4	5	6	7	8	9	10	11

Not to be used as a Bid Document, Only for Reference

Sheet No. A 6

**REGISTER OF DEDUCTIONS FOR DAMAGES OR LOSS CAUSED TO THE CORPORATION BY THE
NEGLECT OR DEFAULT OF THE EMPLOYED PERSONS**

Sl. No.	Name	Father' s/ Husband' s Name	Sex	Department	Damage or loss caused with date	Whether worker showed cause against deductions if so, enter details	Date of amount of deduction imposed	Number of instalment if any	Date on which total amount realised	Remarks
1	2	3	4	5	6	7	8	9	10	11

Not to be used as a Bid Document, Only for Reference

Part B – Specific Provisions

Part B - Specific Provisions of the Particular Conditions of Contract are intended to address country, project, and contract specific requirements not covered by the General Conditions of Contract. Whoever drafts the specific provisions should be thoroughly familiar with the provisions of the General Conditions of Contract and with any specific requirements of the contract. Legal advice is recommended when amending provisions or drafting new ones.

Not to be used as a Bid Document, Only for Reference

APPENDIX-A (RESETTLEMENT PLAN)

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Section-8 Appendix-A

Resettlement Plan

January 2022

IND: Bihar State Highways III Project (Phase-2) SH-105 (Bettiah – Narkatiyaganj Road)

Prepared by Bihar State Roads Development Corporation Limited (BSRDCL), Government of Bihar and the Asian Development Bank.

CURRENCY EQUIVALENTS

(As of 31 December 2021)

Currency Unit	–	Indian Rupee (INR)
INR 1.00	=	0.013 USD
USD 1.00	=	INR 74.35

ABBREVIATIONS

ADB	–	Asian Development Bank
BSR	–	Basic Schedule of Rates
DC	–	District Collector
DP	–	Displaced person
EA	–	Executing Agency
GOI	–	Government of India
GRC	–	Grievance Redressal Committee
IA	–	Implementing Agency
IAY	–	Indira AwaasYojana
IPP	–	Indigenous Peoples Plan
LA	–	Land acquisition
DLAO	–	District Land Acquisition Officer
RFCT in LARR Act-2013	–	The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013
LVC	–	Land Valuation Committee
MORTH	–	Ministry of Road Transport and Highways
NGO	–	Nongovernment organization
NRRP	–	National Rehabilitation and Resettlement Policy, 2007
PD	–	Project Director
PIU	–	Project implementation unit
R&R	–	Resettlement and rehabilitation
RO	–	Resettlement Officer
ROW	–	Right-of-way
RP	–	Resettlement plan
SC	–	Scheduled caste
SH	–	State highway
SPS	–	Safeguard Policy Statement
ST	–	Scheduled tribe

This Resettlement Plan (RP) is a document of the borrower. The views expressed herein do not necessarily represent those of ADB's Board of Directors, Management, or staff, and may be preliminary in nature.

In preparing any country program or strategy, financing any project, or by making any designation of or reference to a particular territory or geographic area in this document, the Asian Development Bank does not intend to make any judgments as to the legal or other status of any territory or area.

Glossary

Cut-off Date: For titleholders in case of land acquisition, the date of publication of preliminary notification for acquisition under section 11 of the RFCT in LARR Act – 2013, is treated as the cut-off date. In case of non-titleholders, the date of start of census survey is the cut-off date.

Displaced Persons: In the context of involuntary resettlement, displaced persons are those who are physically displaced (relocation, loss of residential land, or loss of shelter) and/or economically displaced (loss of land, assets, access to assets, income sources, or means of livelihoods) as a result of (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas.

Economic Displacement: Loss of land, assets, access to assets, income sources, or means of livelihoods as a result of (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas.

Insignificant Impact: Where the impact on land is less than 10 percent of the total area or impact on structure is partial and does not required relocation.

Meaningful Consultation: A process that (i) begins early in the project preparation stage and is carried out on an ongoing basis throughout the project cycle; (ii) provides timely disclosure of relevant and adequate information that is understandable and readily accessible to affected people; (iii) is undertaken in an atmosphere free of intimidation or coercion; (iv) is gender inclusive and responsive, and tailored to the needs of disadvantaged and vulnerable groups; and (v) enables the incorporation of all relevant views of affected people and other stakeholders into decision making, such as project design, mitigation measures, the sharing of development benefits and opportunities, and implementation issues.

Physical Displacement: Relocation, loss of residential land, or loss of shelter as a result of (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas.

Vulnerable groups: include below the poverty line, the landless, the elderly, women and children, and Indigenous Peoples, and those without legal title to land.

Significant Impact: Landowners losing shelter and required relocation or losing more than 10% of their productive assets.

CONTENTS

EXECUTIVE SUMMARY	I
I. PROJECT DESCRIPTION	1
A. Introduction	1
B. Project Description	1
C. General Profile of the Project Area	3
D. Project Impacts and Benefits	4
E. Minimizing Resettlement	5
F. Scope and Objective of Resettlement Plan (RP)	5
G. Methodology for Resettlement Plan	6
II. SCOPE OF LAND ACQUISITION AND RESETTLEMENT	8
A. Land Acquisition Requirement	8
B. Resettlement Impacts	8
C. Loss of Private Structures in the Project	8
D. Type of Private Structure in the Project	9
E. Use of Private Structures affected by the Project	9
F. Type of Construction of Affected Structures	10
G. Age of the Affected Structures	10
H. Loss of Livelihoods in the Project	10
I. Loss of Community Property Resources	11
J. Loss of Private Trees	11
III. SOCIOECONOMIC INFORMATION AND PROFILE	12
A. General Socio-economic Profile of DPs	12
B. Number of DPs	12
C. Social Categories of the DPs	12
D. Vulnerable Households being Affected in the Project	12
E. Annual Income Level of the Affected Households	13
F. Educational Status of DPs	13
G. Occupational Status of DPs	14
H. Project Impact on Indigenous People	14
I. Project Impact on Women	14
IV. STAKEHOLDERS CONSULTATION AND PARTICIPATION	18
A. Stakeholders in the Project	18
B. Public Consultation in the Project	18
C. Methods of Public Consultation	18
D. Scope of Consultation and Issues	18
E. Findings of Focused Group Discussions	19

F. Consultation with Officials and Other Stakeholders	20
G. Plan for further Consultation in the Project	21
H. Information Disclosure	22
V. LEGAL FRAMEWORK	23
A. Introduction	23
B. Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act (RFCT in LARR), 2013	23
C. Legal and Policy Frameworks of Bihar State	24
D. ADB's Safeguard Policy Statement (SPS), 2009	24
E. Comparison of Government and ADB Policies	25
F. R&R Policy Framework for the Project	28
G. Valuation of Assets	30
VI. ENTITLEMENTS, ASSISTANCE AND BENEFITS	31
A. Introduction	31
B. Cut-off-Date for Entitlement	31
C. Project Entitlement	31
D. Entitlement Matrix	33
VII. RELOCATION OF HOUSING AND SETTLEMENTS	40
A. Basic Provision for Relocation	40
B. Need for Relocation	40
C. Relocation and Compensation Option by DPs	40
D. Relocation Strategy	41
E. Relocation Strategy for CPR	41
VIII. INCOME RESTORATION AND REHABILITATION	42
A. Loss of Livelihoods in the Project	42
B. Provisions for Loss of Livelihood	42
C. Income Restoration Measures	42
D. Additional Support from Ongoing Poverty Reduction Programs	43
IX. RESETTLEMENT BUDGET AND FINANCING PLAN	44
A. Introduction	44
B. Compensation	44
C. Assistance	44
D. Compensation for Community and Government Property	45
E. RP Implementation and Support Cost	45
F. R&R Budget	45
G. Source of Funding and Fund Flow Management	46
X. GRIEVANCE REDRESS MECHANISM	47
A. Introduction	47

B. Grievance Redress Mechanism	47
C. Constitution and Function of the GRC	47
XI. INSTITUTIONAL ARRANGEMENT	49
A. Institutional Requirement	49
B. Executing Agency	49
C. Resettlement Management at PIU	49
D. Nongovernment Organization (NGO)	50
E. Capacity Building on RP in the EA	51
XII. IMPLEMENTATION SCHEDULE	53
A. Introduction	53
B. Schedule for Project Implementation	53
C. Project Preparation Phase	53
D. RP Implementation Phase	53
E. Monitoring and Reporting Period	53
F. R&R Implementation Schedule	54
XIII. MONITORING AND REPORTING	55
A. Need for Monitoring and Reporting	55
B. Monitoring in the Project	55
C. Monitoring by PIU	55
D. External Monitoring	55
E. Stages of Monitoring	56
F. Preparatory Stage	56
G. Relocation Stage	57
H. Rehabilitation Stage	57
I. Monitoring Indicators	57
J. Reporting Requirements	60

APPENDIXES

APPENDIX 1: CENSUS SURVEY QUESTIONNAIRE	61
APPENDIX 2: LIST OF DISPLACED PERSONS	66
APPENDIX 3: LIST OF CPR	82
APPENDIX 4: FINDINGS OF CONSULTATIONS	84
APPENDIX 5: PHOTOGRAPHS AND LIST OF PARTICIPANTS IN FGD ALONG THE ROAD	93
APPENDIX 6: TERMS OF REFERENCE (TOR) FOR THE NGO TO IMPLEMENT THE RESETTLEMENT PLAN (RP) FOR TWO-LANE SH-105 ROAD PROJECT	111
APPENDIX 7: TERMS OF REFERENCE FOR AN EXTERNAL MONITORING AGENCY/EXPERT FOR 2-LANE SH-105 ROAD PROJECT	118

LIST OF TABLES:

Table 1: Summary Project Impacts	i
Table 2: List of Project Affected Villages	2
Table 3: List of Project Affected Villages	4

Table 4: Loss of Private Structures in the Project.....	8
Table 5: Magnitude of Impacts on Structures	9
Table 6: Type of Private Structure affected by the Project.....	9
Table 7: Use of Private Structure affected by the Project	9
Table 8: Type of Construction of Affected Structure	10
Table 9: Type of Construction of Affected Structure	10
Table 10: Loss of Livelihoods in the Project	11
Table 11 : Type of affected CPR	11
Table 12: Number of Displaced Persons	12
Table 13: Social Categories of the DPs.....	12
Table 14: Vulnerable Households being affected	13
Table 15: Annual Income Level of the Affected Households.....	13
Table 16: Educational Status of DPs.....	13
Table 17 : Occupational Status of DPs.....	14
Table 18 : Role of Women in Financial Decision Making.....	15
Table 19 : Number of Households having Women with different Assets.....	15
Table 20 : Number of Households having Women with Bank Account	15
Table 21 : Number of Households having Women as Member of SHG	16
Table 22 : Number of Households having Women with Bank Account	16
Table 23: Methods of Public Consultations	18
Table 24: Summary findings of Consultation	19
Table 25: Details of Consultation with Officials.....	20
Table 26 : Format for Public Consultation and Disclosure Plan	22
Table 27 : Comparison of ADB and GoI Policy.....	25
Table 28: Entitlement Matrix.....	34
Table 29: Loss of Private Structure	40
Table 30: DPs Choice on Relocation and Compensation	40
Table 31 : Loss of Livelihoods in the Project	42
Table 32: R&R Budget	45
Table 33 : Agencies Responsible for Resettlement implementation	50
Table 34. R&R Implementation Schedule.....	54

LIST OF FIGURES:

Figure 1: Location Map of Project Road.....	2
Figure 2: Typical Cross Section of The Road	5

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EXECUTIVE SUMMARY

A. Project Description

1. The Bihar State Road Development Corporation Limited (BSRDCL), Government of Bihar is planning to upgrade State Highway number 105(Bettiah- Narkatiyaganj Road) from existing single/intermediate lane to double lane with total road length of 35.700 km in West Champaran district and requested ADB for financing of the project. This RP for two-lane road project is prepared based on the detailed design report prepared by BSRDCL. The RP complies with the applicable State Government, Government of India, and ADB policy and legal framework. This project is considered as Category A¹ for Involuntary Resettlement (IR) per ADB's Safeguard Policy Statement (SPS 2009).

2. The proposed 2-lane road, starts at km 0.000 near Bettiah junction with Bettiah-Sewahgat-Mainatand road, and end at km 35.700 near Narkatiyaganj in West Champaran district of Bihar. Project road is running parallel to railway line which is connecting Muzaffarpur-Motihari-Narkatiyaganj-Kaptanganj-Gorakhpur upto Narkatiyaganj. The project aims to provide smooth traffic movement for the escalating traffic and enhance capacity and improved services to alleviate the likely capacity constraints to be generated after the future development in the region. The project on its implementation would increase the physical infrastructure and boost the economic growth in the region.

B. Scope of Land Acquisition and Resettlement

3. As per the technical design, the roadway width proposed for 2-lane carriageway with paved shoulder is 12.00 m. The existing Right of Way, as per the government records, is 24 mt. The proposed centerline is designed such that no land acquisition is required and thus no impact is envisaged on private land. However, the project impact assessed through project census survey includes loss of non-land assets and loss of livelihoods. It was found that 383 structures owned by 344 households will be affected. The affected households are non-titleholders i.e encroachers and squatters. A full census survey was carried out to identify the persons who would be displaced by the project and the summary findings are presented in the following Table.

Table 1: Summary Project Impacts

Sl. No.	Impacts	Number
1	Total Area of Land required (in Acres)	0
2	Area of private land to be acquired (in Acres)	0
3	Total number of private structures affected	383
4	Total number of displaced households	344
5	Total number of displaced persons	2047
6	Total number of economically displaced households	225
7	Total number of physically displaced households	119
8	Total number of vulnerable households displaced	329
9	Total number of CPR (structure) affected	31

¹ ADB Safeguard Policy Statement Operations Manual Section F1: Involuntary Resettlement Category A: Significant means 200 or more affected people will experience major impacts, which are defined as (i) being physically displaced from housing, or (ii) losing 10% or more of their productive assets (income generating). Involuntary Resettlement Category B: Not Significant include involuntary resettlement impacts that are not deemed significant as per the ADB Operational manual Involuntary Resettlement Category C: No involuntary resettlement impacts. A resettlement plan is required in case of both category A and B project.

C. Socioeconomic Information and Profile

4. The social stratification of the project area shows the dominance of other backward caste (OBC) population with 215 (62.5%) households. There are 2047 displaced persons in total, which includes 1119 (55%) males and 928 (45%) females. The average household size is 6 and the sex ratio among DPs is 829. According to project census survey there are 329 vulnerable households affected by the project. The educational status of DPs reveals that 34.6% DPs are still illiterate in the project area. Not a single scheduled tribe (ST) household is being affected due to the project.

D. Stakeholders Consultation and Participation

5. Public consultations were conducted at 5 locations attended by 142 persons (82 male and 60 female) in the project to ensure peoples' participation during the project census survey. The male and females were consulted in separate 10 consultation meetings. Aiming at promotion of public understanding and fruitful solutions of developmental problems such as local needs and problem and prospects of resettlement, various sections of DPs and other stakeholders were consulted through focus group discussions and individual interviews. Several additional rounds of consultations with DPs and communities will form part of the further stages of project preparation and implementation. The RP implementing agency will be entrusted with the task of conducting these consultations during RP implementation, which will involve disclosure on compensation, assistance options, and entitlement package and income restoration measures suggested for the project.

6. To keep more transparency in planning and for further active involvement of DPs and other stakeholders the project information will be disseminated through disclosure of resettlement planning documents. The EA will provide relevant resettlement information, including information from the above mentioned documents in a timely manner, in an accessible place and in a form and language(s) understandable to displaced persons and other stakeholders.

E. Legal Framework

7. The legal framework and principles adopted for addressing resettlement issues in the Project have been guided by the existing legislation and policies of the GOI, the Government of Bihar and Asian Development Bank. Prior to the preparation of the RP, a detailed analysis of the existing national and state policies was undertaken and an entitlement matrix has been prepared for the project. This RP is prepared based on the review and analysis of all applicable legal and policy frameworks of the country and ADB policy requirements. The gaps between the policies have been identified and addressed to ensure that the RP adheres to the SPS (2009) requirements.

8. All compensation and other assistances will be paid to all DPs prior to commencement of civil works. After payment of compensation, DPs would be allowed to take away the materials salvaged from their dismantled houses and shops and no charges will be levied upon them for the same. The value of salvaged materials will not be deducted from the overall compensation amount due to the DPs. A notice to that effect will be issued intimating that DPs can take away the materials.

F. Entitlements, Assistance and Benefits

9. For non-titleholders, the cut-off date will be the start of the census survey which is 20 September 2021 in case of SH-105. The structures affected under the project will be compensated at replacement cost. DPs who settle in the affected areas after the cut-off date will not be eligible for compensation. They, however, will be given sufficient advance notice, requested to vacate premises and dismantle affected structures prior to project implementation. Their dismantled structures materials will not be confiscated and they will not pay any fine or suffer any sanction.

G. Relocation of Housing and Settlements

10. The EA will compensate to the non-titleholders for the loss of assets other than land, such as dwellings, and also for other improvements to the land, at full replacement cost. The entitlements to the non-titleholders will be given only if they occupied the land or structures in the project area prior to the cut-off date.

H. Income Restoration and Rehabilitation

11. The project impact reveals that due to loss of commercial structures, 219 households are losing their livelihood under the project. The entitlement proposed for the project has adequate provisions for restoration of livelihood of the affected communities. The focus of restoration of livelihoods is to ensure that the DPs are able to at least achieve national minimum standards. To restore and enhance the economic conditions of the DPs, certain income generation and income restoration programs are incorporated in the RP. To begin with providing employment to the local people during the construction phase will enable them to benefit from the project, reduce the size of intrusive work forces and keep more of the resources spent on the project in the local economy. It will also give the local communities a greater stake and sense of ownership in the project.

I. Resettlement Budget and Financing Plan

12. The resettlement cost estimate for this project includes eligible compensation, resettlement assistance and support cost for RP implementation. The support cost, which includes staffing requirement, monitoring and reporting, involvement of RP implementing agency in project implementation and other administrative expenses are part of the overall project cost. Contingency provisions have also been made to take into account variations from this estimate. The total budget for the proposed project RP is Rs 55.65 million.

J. Grievance Redressal Mechanism

13. A Grievance Redressal Committee (GRC) will be established at the district level with the primary objective of providing a mechanism to mediate conflict and cut down on lengthy litigation. It will also provide people, who might have objections or concerns about their assistance, a public forum to raise their objections and through conflict resolution, address these issues adequately. The GRC will be headed by the District Collector (DC) or his designated representative. The GRC will have representative from the PIU, representative of APs, particularly of vulnerable DPs, local government representative, representative of local NGOs and other interest groups as felt necessary. All Grievances will be routed through the RP implementing agency/NGO to the GRC. The RP implementing agency/NGO will act as an in-built grievance redress body. The RP implementing agency/NGO will first of all register the

grievances and take up with VLC for redress and any grievances not redressed at VLC level will be dealt in by the GRC. Grievances will be redressed within two to four weeks from the date of lodging the complaints, depending on severity of problem. However an aggrieved person will have access to the country's judiciary at any stage of the project level grievance redress process. Taking grievances to Judiciary will be avoided as far possible and the RP implementing agency/NGO will make utmost efforts at reconciliation at the level of GRC.

K. Institutional Arrangement

14. The Executing Agency (EA) for the Project is BSRDC, Government of Bihar. The existing BSRDC has already set up a Project Implementation Unit (PIU) headed by a Deputy General Manager (DGM) assisted by Managers. This office will be functional for the whole Project duration. The PIU will hire an RP implementing agency/NGO for supporting it in implementation of R&R activities. The staffs at the PIU level will be provided with the training by the social/ resettlement specialist of the supervision consultant for implementation of the RP. Many of the BSRDCL staffs are already having prior experience of implementing RP under previous projects and further to enhance their capacity, a training/workshop will be conducted under the project involving other implementing support agencies.

L. Implementation Schedule

15. Implementation of RP mainly consists of compensation to be paid for affected structures and rehabilitation and resettlement activities. The time for implementation of resettlement plan will be scheduled as per the overall project implementation. The civil works contract for each project will only be awarded after all compensation and relocation has been completed for project and rehabilitation measures are in place. The proposed project R&R activities are divided in to three broad categories based on the stages of work and process of implementation such as Project Preparation phase, RP Implementation phase and Monitoring and Reporting phase.

M. Monitoring and Reporting

16. RP implementation for the project by the RP implementing agency/NGO will be closely monitored by the EA. Keeping in view the significance of resettlement impacts of the overall project, the monitoring mechanism for this project will have both internal monitoring by PIU and external monitoring by an external expert. PIU responsible for supervision and implementation of the RP will prepare monthly progress reports on resettlement activities and submit to PIU. PIU will submit semi-annual RP monitoring reports to ADB. The external monitoring expert responsible for monitoring of the RP implementation will submit a semi-annual review report to EA and ADB to determine whether resettlement goals have been achieved, more importantly whether livelihoods and living standards have been restored/ enhanced and suggest suitable recommendations for improvement.

PROJECT DESCRIPTION

A. Introduction

1. Bihar has experienced consistent socio-economic development over the last decade with an economic growth rate of 15.01 % at current prices in year 2018-19 which is higher than the growth rate for the Indian economy. 2 Significant improvement in road infrastructure has led to a cumulative growth in all sectors like agriculture, labour, employment, trade and manufacturing resulting in an increased per capita income from Rs. 21,750 in 2011-12 to Rs 30,617 in 2018-19. However, Bihar remains as 5th low income state of India alongwith 34% of populaton living below poverty line³

2. The aim of Sustainable Development Goal-9 (SDG 9) is to develop quality and resilient infrastructure at the regional and transborder levels. The available and accessible infrastructure is an important driver for economic development. Infrastructure complements economic growth and vice versa. For instance, the development of transport infrastructure expands the scope and size of the market and also improves productivity significantly; on the other hand, economic growth enables the state to create more infrastructure. Apart from ensuring better economic growth prospect, integration of local markets with the global market, technological innovation, and the progress in infrastructure also help in reducing poverty.

3. The economy of Bihar is mainly based on agricultural and trading activities. The industrial and agricultural developments have led to higher transport demand. With the higher transport demand and the expansion of the existing business, there is a growing mismatch between the vehicular population and availability of road infrastructure, which has resulted in traffic congestions, deteriorated level of traffic efficiency and road safety. As a result of the aforementioned growth and need to fulfill the mismatch, various new infrastructure development projects have been planned across the state. The Government of Bihar acting through Bihar State Road Development Corporation Limited (BSRDCL) has taken the needful action.

4. The road master plan⁴ prepared by State Government of Bihar under ADB-supported TA-8170 estimates that \$15.8 billion is required in capital expenditure for road improvements by 2035. Following this plan, BSRDC through the Government of Bihar, posed a proposal to ADB to take up a set of state roads for upgrading into two-lanes with paved shoulders. For the proposed sub project road, State Government of Bihar will be the Executing Agency (EA) and the Implementing Agency (IA) will be the BSRDCL. A Project Implementation Units (PIU) is established for the project and they are responsible for conducting the social assessment and formulating Resettlement Plan (RP) for the project.

B. Project Description

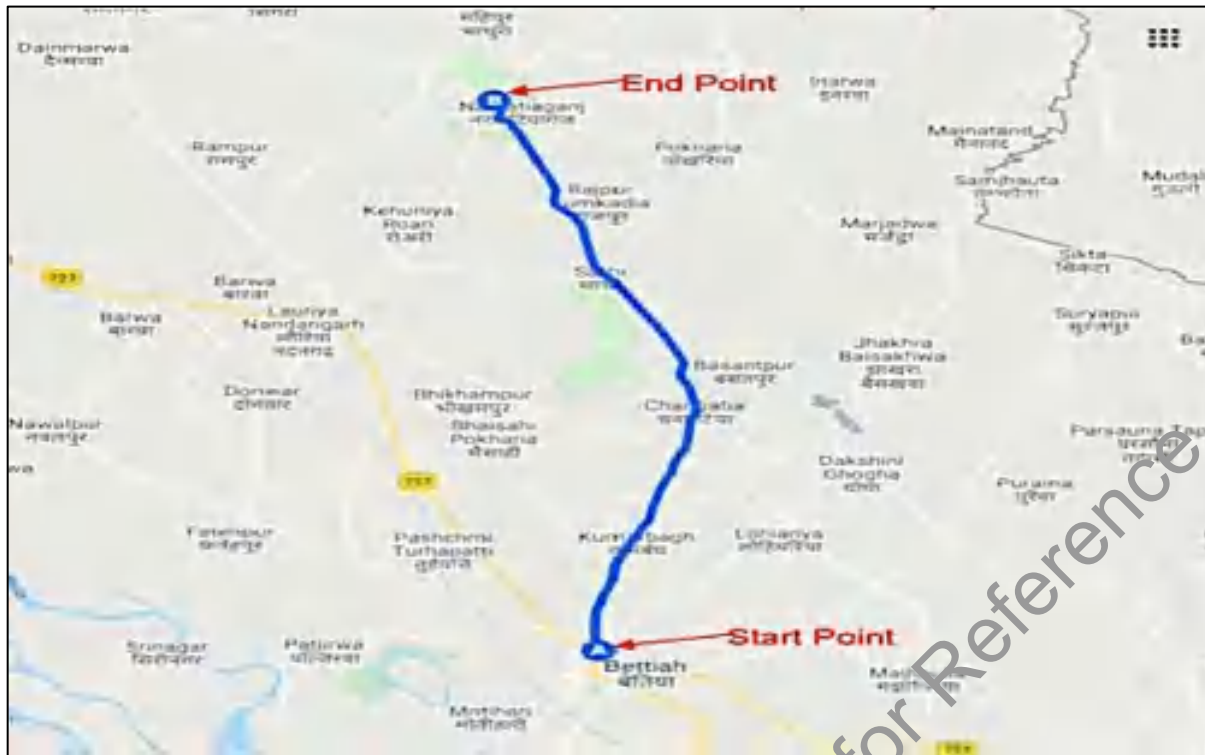
5. SH-105 (Bettiah- Narkatiyaganj) Road Project in Phase-II is located in the West Champaran district of Bihar. The Project Road predominantly traverses the plain terrain, starts from Bettiah and end at Narkatiyaganj. There is no clear physical demarcation of the existing right of way at site. As per information provided by BSRDC, existing ROW is 24m all along the project highway. The project location map is presented in **Figure 1**.

² Bihar Economic Survey 2019 – 20, Finance Department, Government of Bihar

³ Bihar: Poverty, Growth & Inequality, World Bank Group, May 2016

⁴ Road Master Plan for Bihar's State Highway Development (2015-2035). Prepared under TA-8170 with Loan 2894-IND "India: Bihar State Highways II Project — Additional Financing."

Figure 1: Location Map of Project Road



6. The total road length is 35.700 kms with single lane and intermediate (width-3.0-5.5 mtr) specification. The sub project road starts at km 0.000 near Bettiah junction with Bettiah-Sewahgat, Mainatand road, and end at km 35.700 near Narkatiagunj in West Champaran district of Bihar. Project road is running parallel to railway line upto Narkatiagunj. The project road is of single/ intermediate lane with earthen shoulder. The land use by the side of the project road includes agriculture land, residential use, and commercial areas. Project road passes through 32 settlement/villages as presented following **Table 2**.

Table 2: List of Project Affected Villages

Sl.N.	Project Villages/Settlements	District	Block	Chainage	
				From	To
1	Chhawani	West Champaran	Bettiah	0+400	0+800
2	Mehediyabadi	West Champaran	Bettiah	1+000	1+700
3	Kudhiya Kothi	West Champaran	Chanpatiya	2+400	3+500
4	Upadhya Tola	West Champaran	Chanpatiya	3+900	4+500
5	Kumar Bagh	West Champaran	Chanpatiya	5+700	7+700
6	Pakdihar	West Champaran	Chanpatiya	7+800	8+300
7	Tola pakdihar	West Champaran	Chanpatiya	7+900	7+950
8	Khardeul Mahna	West Champaran	Chanpatiya	9+000	9+750
9	Manaha kulli	West Champaran	Chanpatiya	9+600	11+300
10	Mushari	West Champaran	Chanpatiya	11+300	11+400
11	Nawakatola	West Champaran	Chanpatiya	11+700	11+900
12	Kaithwaliya	West Champaran	Chanpatiya	12+200	13+800
13	Lagunah Mushari	West Champaran	Chanpatiya	12+500	12+550

Sl.N.	Project Villages/Settlements	District	Block	Chainage	
				From	To
14	Kathiwaliya	West Champaran	Chanpatiya	12+500	12+550
15	Tikulia	West Champaran	Chanpatiya	14+000	15+000
16	Chanpatiya	West Champaran	Chanpatiya	14+000	16+700
17	Satwariya	West Champaran	Lauriya	18+000	19+400
18	Sathi	West Champaran	Lauriya	20+500	22+100
19	Raibarwa	West Champaran	Lauriya	22+100	23+300
20	Sathi	West Champaran	Narkatiyaganj	23+100	23+900
21	Nami chowk (sathi)	West Champaran	Narkatiya Ganj	23+300	23+400
22	Semri Netua toli	West Champaran	Narkatiya Ganj	23+900	23+950
23	Hichhopal	West Champaran	Narkatiyaganj	25+100	25+200
24	Harnahiya	West Champaran	Narkatiyaganj	26+200	26+900
25	Lohra Bari chowk	West Champaran	Narkatiyaganj	27+600	27+700
26	Musharwa	West Champaran	Narkatiya Ganj	28.000	28.050
27	Puran chowk	West Champaran	Narkatiyaganj	30+300	30+350
28	Koiergawa	West Champaran	Narkatiyaganj	30+300	31+500
29	Sofowa	West Champaran	Narkatiya Ganj	31+900	32+000
30	Pipra Dilwalia	West Champaran	Narkatiyaganj	32+400	33+700
31	Deuliya Pipra	West Champaran	Narkatiya Ganj	33+500	33+550
32	Deuliya	West Champaran	Narkatiya Ganj	33+600	33+700

Source: Census Survey, September- October, 2021

7. The road aims to provide smooth traffic movement for the escalating traffic and enhance capacity and improved services to alleviate the likely capacity constraints to be generated after the future development in the region. The project on its implementation would increase the physical infrastructure and boost the economic growth in the region.

8. This RP for SH-105 (Bettiah- Narkatiyaganj) Road subproject is prepared based on the detailed design report prepared by BSRDCL. The RP complies with the applicable State Government, Government of India and ADB policy and legal framework. This project is considered as Category A⁵ for Involuntary Resettlement (IR) as per the ADB Safeguard Policy Statement (SPS 2009).

C. General Profile of the Project Area

9. The project area consists of one district of Bihar i.e. West Champaran. Brief profile of the district is narrated below.

10. The district of West Champaran lies in the north-west Bihar region of the state with its headquarters at Bettiah. It is adjacent to Nepal. The area of the district is 5228 sq.mt and divided into three subdivisions viz., Bagaha, Bettiah sadar and Narkatiyaganj. The district has got eighteen Community Development Blocks. The number of villages, panchayats, towns and census towns in the district are 1483, 315, 5 and 3 respectively.

⁵ According to ADB Safeguard Policy Statement (SPS-2009), Involuntary Resettlement Category A: Significant means 200 or more affected people will experience major impacts, which are defined as (i) being physically displaced from housing, or (ii) losing 10% or more of their productive assets (income generating). Involuntary Resettlement Category B: Not Significant include involuntary resettlement impacts that are not deemed significant as per the ADB Operational manual Involuntary Resettlement Category C: No involuntary resettlement impacts. A resettlement plan is required in case of both category A and B project.

11. According to the 2011 census, West Champaran district had a population of 3,935,042 around 3.78% of total population of Bihar state. The district has a population density of 753 inhabitants per square kilometer. Its sex ratio is 909 females for every 1000 males, and around 1,759,481(55%) people are found literate. The district has 6.35% concentration of schedule tribe population.

Table 3: List of Project Affected Villages

Indicators	Bihar	West Champaran
Total Population	10,40,99,452	39,35,042
Rural Population	9,23,41,436	35,41,877
Urban Population	1,17,58,016	3,93,165
Area (Sq.mt.)	94163	5228
Population Density	1106	753
Sex Ratio	918	909
Literates	5,25,04,553	17,59,481
Schedule Tribe	1.28%	6.35%

Source: Census of India, 2011

12. The area is alluvial plain and is densely populated. There is little forest, but no mineral wealth. The economy of the area is based mainly on agriculture. Paddy, sugarcane, and cane reeds are the important crops. In spite of higher yield per hectare, the per capita income of the people is the lowest in the region. This is because of excessive pressure of population on land, inequitable distribution of land, the area being flooded every year and less than optimum level of activities in the secondary and tertiary sectors of the economy. There is a concentration of sugar mills in the region. Some giant industrial complexes (like Barauni Refineries and Fertilizers Factory etc.) have also come up in the region. It has tourism potential with popular tourist places like Valmikinagar, Bank of Triveni, Bawangarhi, Bhiknatchari, Saraiya Man, Sumeswer Fort, Brindavan, Bhitiharawa Ashram, Nandangarh and Chankigarh, and Ashoka Pillars.

D. Project Impacts and Benefits

13. The proposed project can be viewed as boosting economic growth and poverty reduction which will bring substantial social and economic development to the region. The social benefits arising due to the project will be triggered due to improved accessibility to various services such as to markets, health facilities, schools and workplace, which in turn increases the income of the local residents, and ultimately elevating their standard of living. The possible direct and indirect positive impacts of the project are listed below.

- The immediate benefits of road construction and improvement will come in the form of direct employment opportunities for the roadside communities and specially those who are engaged as wage laborers, petty contractors and suppliers of raw materials.
- Improved road network will provide for improved linkages between the village communities and urban center, which provides wider marketing facilities.
- Road network will not only link the village communities to better markets, but also open up wider work opportunities in distant places. People can shuttle to distant work sites and towns and engage in construction, factories, business as well as domestic works.
- Improved road network will encourage urban entrepreneurs to invest in far and remote areas in commercial farming and industrial activities.

- Improved road will also help people building strong institutional network with outside agencies. Essential and emergency services like schools, health center, public distribution system etc. can be availed faster.
- Increased frequency of interaction with outsiders will increase the awareness level of the people in the village with regard to their health and nutrition, living style, value of education and proper utilization of available resources.
- Interaction with the government, non-government and other development agents will help people gain new knowledge on improved farming, land development, development and maintenance of natural resources through the formation of various economic and social development groups.

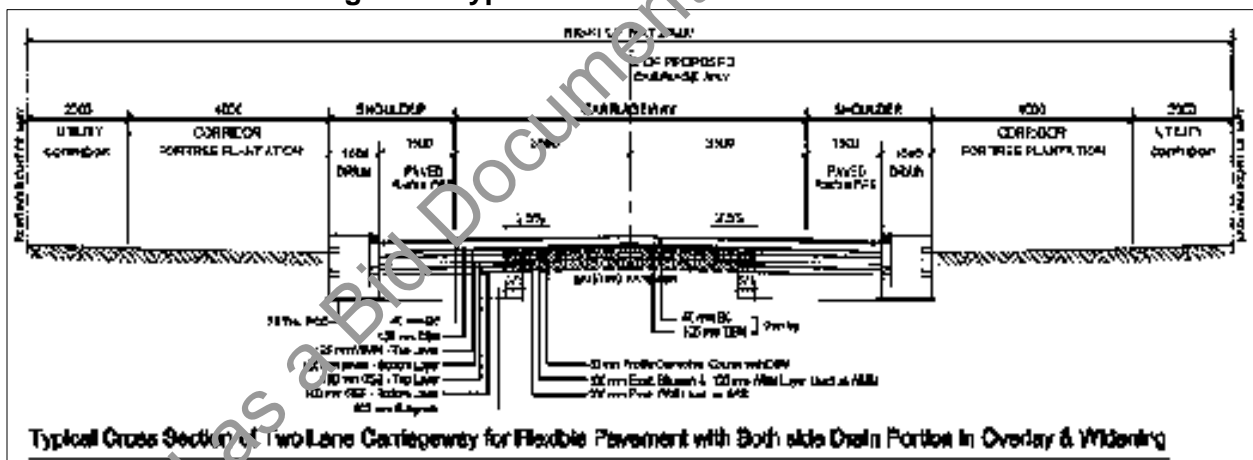
E. Minimizing Resettlement

14. Adequate attention has been given during the feasibility and detailed design phases of the project preparation to minimize the adverse impact on land acquisition and resettlement. However, technical and engineering constraints were one of the major concerns during exploration of various alternatives, especially in relations to road safety and decreasing congestion in key sections.

15. The inventory data and typical cross-sections formed the basis of determining the widening requirement. Based on this information along with presence of buildings, trees, utility services along the project road, the centerline of the alignment is designed so as to cause minimum disturbance to existing features. The existing RoW, as per the government records, is 24m. The proposed centreline is designed such that no land acquisition is required.

16. The pictorial view of the proposed 2-lane typical cross section is given in **Figure 2**. The carriage way width of 7m is proposed with 2x1.5m paved shoulder and 2x1m earthen shoulder. Lined drain of RCC is proposed in urban areas.

Figure 2: Typical Cross Section of The Road



F. Scope and Objective of Resettlement Plan (RP)

17. The aim of this Resettlement Plan (RP) is to mitigate all such unavoidable negative impacts caused due to the project and resettle the displaced persons and restore their livelihoods. This RP has been prepared on the basis of project census survey findings and consultation with various stakeholders. The plan complies with ADB Safeguard Policy

Statement, 2009 designed by ADB to protect the rights of the displaced persons and communities. The issues identified and addressed in this document are as follows:

- Type and extent of loss of non-land assets, loss of livelihood, loss of common property resources and social infrastructure;
- Impacts on indigenous people, vulnerable groups like poor, women and other disadvantaged sections of society
- Public consultation and peoples participation in the project;
- Existing legal and administrative framework and formulation of resettlement policy for the project;
- Preparation of entitlement matrix, formulation of relocation strategy and restoration of businesses/income;
- R&R cost estimate including provision for fund and;
- Institutional framework for the implementation of the plan, including grievance redress mechanism and monitoring & reporting.

G. Methodology for Resettlement Plan

18. For preparation of RP, a detailed social impact assessment of the project road was carried out including resettlement screening, land acquisition planning, project census survey of affected assets and households and public consultation meetings. The details of methodology adopted for the social impact assessment is discussed in the following section.

1. Resettlement Screening

19. A social screening exercise was performed through a reconnaissance survey to gather firsthand information on impact on land acquisition and resettlement with specific attention on land use, presence of legal and/or illegal housing, traffic patterns, cultural resources, urban settlements and other sensitive areas. The aim of reconnaissance survey was to assess the scope of land acquisition and resettlement study and accordingly the detailed plan of action was prepared for the preparation of resettlement plan.

2. Resettlement Planning

20. The alignment was finalized as per the detailed engineering design. Initially, the numbers of affected villages were identified as per the alignment and availability of government land was confirmed from the revenue department.

21. Following finalization of the road alignment, cross-sections design and land acquisition requirements, census of all displaced persons (DPs) was carried out in the project. The objective of the project census survey was to identify the persons who would be displaced by the project and to make an inventory of their assets that would be lost to the project, which would be the basis of calculation of compensation.

22. A structured census questionnaire (**Appendix 1**) was used to collect detailed information on affected households/ properties for a full understanding of impacts in order to develop mitigation measures and resettlement plan for the DPs. The survey team was selected locally including some female familiar with local languages and the team was trained by the resettlement specialist and the survey was closely monitored on a regular basis. Additionally, socio-economic data was also collected from the affected households.

23. The census survey includes the following:
- Inventory of the 100% non-land assets
 - Categorization and measurements of potential loss
 - Physical measurements of the affected assets/structures
 - Identification of trees and crops
 - Collection of information on household characteristics, including social, economic and demographic profile
 - Identification of non-titleholders
 - Assessment of potential economic and livelihood impact

3. Public Consultation

24. To ensure peoples' participation in the planning phase and aiming at promotion of public understanding and fruitful solutions of developmental problems such as local needs of road users and problem and prospects of resettlement, various sections of displaced persons (DPs) and other stakeholders were consulted through focus group discussions, individual interviews and formal and informal consultations. The vulnerable sections of DPs and women were also included in this consultation process.

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SCOPE OF LAND ACQUISITION AND RESETTLEMENT

A. Land Acquisition Requirement

25. The existing Right of Way, as verified from the government records, is 24m all along the road corridor and it is established that the legal ownership of RoW is with BSRDCL. It is proposed to develop the existing single/intermediate lane road to 2-lane carriageway with paved shoulders. The road formation width proposed for 2-lane carriageway with paved shoulder is only 12.00 m and hence, no dispute or legacy issue is envisaged under the project. Since there is no land acquisition is required and thus no impact is envisaged on private land.

B. Resettlement Impacts

26. Based on the above requirement, the project impact assessed through project census survey includes loss of non-land assets and loss of livelihoods. Other than this, non-land assets known as common properties resources (CPR) including Government, religious, and community ownership are also assessed to be affected by the proposed project.

27. A project census survey was carried out to identify the persons who would be displaced by the project and to make an inventory of their assets that would be lost due to the project, which would be the basis of calculation of compensation. The census survey of proposed SH-105 was carried out in between 20 September and 6 October 2021. Before start of census survey a videography was also done on the entire stretch on 17 September 2021 showing the existing road conditions and structures/buildings within the ROW. The start day of project census survey is the cut-off date for non-titleholders eligible for compensation and assistance under the project. The findings and magnitude of impacts are discussed in the following sections.

C. Loss of Private Structures in the Project

28. Due to the proposed project work, 383 structures, owned by 344 displaced households will be affected. Among these, 111 structures are owned by 98 encroachers and rest 272 structures are owned by 246 squatter households. The details of loss of structures are presented in the **Table 4**.

Table 4: Loss of Private Structures in the Project

Sl. No.	Ownership Status	No. of Structure	No. of DHs	No. of PAPs	%
1	Encroacher	111	98	588	28.74
2	Squatter	272	246	1458	71.26
Total		383	344	2046	100.00

29. The magnitude of impacts on private structures shows that out of 383 affected structures, 89 (23.2%) structures are affected up to 25%, 88 (23.0%) structures are affected up to 50%, 54 (14%) structures affected up to 75% and 154 (38%) structures are affected fully. The site condition suggests that the structures getting affected more than 50% will not be viable for living and need relocation. The details of magnitude of impacts on structures are summarized in the Table 5. Provisions are also included in the Entitlement Matrix that structures will be compensated at replacement cost fully, and partially if it is viable. Engineer from Building Department will assess the viability of structure during verification and valuation in consultation with the affected households.

Table 5: Magnitude of Impacts on Structures

Sl. No.	Scale of Impact	No. Structure	HH	%
1	Below 25%	89	79	23.0
2	Up to 50%	88	75	21.8
3	Up to 75%	54	49	14.2
4	100%	152	141	41.0
Total		383	344	100.0

D. Type of Private Structure in the Project

30. As per census survey, out of 344 households losing their structures in the project, 96 households are losing residential structures, 205 households are losing commercial structures, 4 are losing their residential-cum-commercial structures and 39 are losing other types of structures such as cattle shed, boundary wall, toilet, etc. The details of structures and number of displaced households are given in the **Table 6**. The list of DPs is attached as **Appendix-2**.

Table 6: Type of Private Structure affected by the Project

Sl. No.	Type of Structure	No. of Structure	DHs	%
1	Residential Structure	115	96	11.12
2	Commercial Structure	223	205	23.75
3	Resi+Commercial Structure	4	4	0.46
4	Other Private Structure	41	39	4.52
Total		383	344	39.86

E. Use of Private Structures affected by the Project

31. The structures being affected in the project are of various usages and the details are presented in the **Table 7**.

Table 7: Use of Private Structure affected by the Project

Sl. No.	Type of Structure	No. of Structure	%	HH	%
Residential					
1	House	37	32.17	33	34.38
2	Hut	73	63.48	58	60.42
3	Other Residential	5	4.35	5	5.21
Total		115	100.0	96	100.0
Commercial					
1	Shops	70	31.39	66	32.2
2	Hotel	3	1.35	2	0.98
3	Small Eatery	19	8.52	18	8.78
4	Kiosk	114	51.12	104	50.73
5	Clinic	1	0.45	1	0.49
6	Workshop	3	1.35	3	1.46
7	Private Office	4	1.79	4	1.95
8	Other Commercial	9	4.04	7	3.41
Total		223	100.0	205	100.0
Residential cum Commercial					
1	Resi+Com	4	100.00	4	100.0

Total		4	100.00	4	100.0
Other Private					
1	Boundary Wall	17	41.46	17	43.59
2	Cattle Shed	16	39.02	14	35.90
3	Other Temporary (Bathroom, toilet etc.)	8	19.51	8	20.51
Total		41	100.00	39	100.00

F. Type of Construction of Affected Structures

32. The structures being affected in the project are of various types by construction such as temporary, semi-permanent and permanent nature. Out of 366 main structures, 265(72.4%) structures are of temporary in nature, 93(25.4%) structures are of semi-permanent nature and 8(2.2%) structures are of permanent nature. Similarly, there are 25 affected boundary walls and all of them are semi-permanent in nature of construction. The details of type of constructions of the affected structures are summarized in the **Table 8**.

Table 8: Type of Construction of Affected Structure

Sl. No.	Construction Type	No. of Structure	%
Main Structure			
1	Temporary	265	72.4
2	Semi-Permanent	93	25.4
3	Permanent	8	2.2
Total		366	100.0
Boundary Wall			
1	Semi-Permanent	25	100.0
Total		25	100.0

G. Age of the Affected Structures

As shown in table-9 below out of total affected structures 62 % were constructed within last 5 years.

Table 9: Type of Construction of Affected Structure

Sl. No.	Age of Structure	No. of Structure	%
1	Up to 5 Years	237	61.88
2	Above 5 Years and below 10 Years	66	17.23
3	Above 10 Years and below 15 years	18	4.70
4	Above 15 Years and below 25 years	28	7.31
5	Above 25 Years and below 35 Years	25	6.53
6	Above 35 Years	9	2.35
Total		383	100.00

H. Loss of Livelihoods in the Project

33. As per the census survey, out of 219DPs losing livelihoods includes 205 owners of commercial structures, 4 owners of residential cum commercial structures and 10 tenants doing business activity in commercial structures. The details of impact on livelihoods in the project are presented in the **Table 10**.

Table 10: Loss of Livelihoods in the Project

Sl. No.	Category of Impact	No. of Household	%
1	Owners of Commercial Structure	205	93.61
2	Owners of Res+Commercial Structure	4	1.83
3	Tenant	10	4.57
Total		219	100.00

I. Loss of Community Property Resources

34. In terms of community property resources (CPR), 31 structures were reported to be affected. Out of 31 structures, 10 are religious structures (4 temples, one Mosque, one sacred grove, and 4 others etc), 3 community structures (sitting places) and 18 government structures like school, amenities and govt. offices. The types of affected CPRs are presented in the **Table 11**, and the list of CPR affected in the project is presented in **Appendix: 3**. CPRs will be compensated either by cash compensation at replacement cost to the community (registered trust, society or village committee as appropriate) or reconstruction of the community structure in consultation with the affected community.

35. CPR clearing and reconstruction will be undertaken by civil works contractors, and the associated costs are incorporated in their contracts.

Table 11: Type of affected CPR

Sl. No.	Type of Structure	No. of Structure	%
4	Community Structure (Sitting Place etc.)	3	9.68
5	Religious Structure (Temple, Shrine, Mosque, etc.)	10	32.26
6	Government Structure (School and govt. offices etc.)	18	58.06
Total		31	100.0

J. Loss of Private Trees

36. During census survey not a single tree belongs to private owner was reported to be affected due to proposed subproject.

SOCIOECONOMIC INFORMATION AND PROFILE

A. General Socio-economic Profile of DPs

37. Some of the socio-economic information of DPs was collected through the census survey and its findings are presented in the following sections.

B. Number of DPs

38. There are 2047 DPs in total being affected by the project which includes 1119 (55%) males and 927 (45%) females. The average household size is 6 and the sex ratio among the DPs is 829. The average household size is quite large because of many joint families and joint ownership. The details of DPs being affected in the project are presented in the **Table 12**.

Table 12: Number of Displaced Persons

Sl. No.	Categories of APs	No. of DPs	%
1	Male	1119	54.67
2	Female	928	45.33
Total		2047	100.00

C. Social Categories of the DPs

39. The social stratification of the project area shows dominance of other backward caste (OBC) population with 215(62.5%) households followed by schedule caste (SC) with 87 (25.3%) and higher caste population with 40(11.6%) households. Not a single household belong to scheduled tribe community is being affected by the project. The detail of social grouping in the project area is presented in the **Table13**.

Table 13: Social Categories of the DPs

Sl. No.	Description of the Caste	No. of Households	%
1	Scheduled Caste	87	25.29
2	Scheduled Tribe	0	0.00
3	Other Backward Caste	215	62.50
4	Higher Caste	40	11.63
5	Other/No Response	2	0.58
Total		344	64.78

D. Vulnerable Households being Affected in the Project

40. According to project census survey there are 329 households enumerated as vulnerable households. In this project vulnerable group includes 87 SC households, 17 women headed households, 16 households headed by physically handicapped persons, 170 other poor households who are living below the government poverty line and the 38 non-titleholders (only squatters) not falling under any other category of vulnerability. As per the latest Planning Commission, Government of India estimate, any person having monthly per capita consumption and expenditure (MPCE) of Rs. 778⁶ in rural area and Rs. 923 in urban area of Bihar is considered to be living below poverty line. Based on this calculation of poverty line figure,

⁶ Source: Press Note on Poverty Estimates, 2011-12, Government of India, Planning Commission, July 2013

average annual household MPCE in rural Bihar is Rs. 46,680. There is one household not falling under any other category but earning less than the average MPCE is also considered as vulnerable household in the project. The vulnerable household details are presented in the **Table 14**.

Table 14: Vulnerable Households being affected

Sl. No.	Vulnerable Categories	No. of Households	%
1	Scheduled Caste Households	87	26.44
2	Women Headed Households	17	5.17
3	PH Headed Households	16	4.86
4	Below Poverty Line Cardholders (not falling in other category)	170	51.67
5	Households below Minimum Per capita Income (not falling under any other category of Vulnerability)	1	0.30
6	Non-Titleholder not falling under any above Categories	38	11.55
Total		329	100.0

E. Annual Income Level of the Affected Households

41. There are 29(8.43%) households earning less than the official poverty level i.e. Rs. 46,680/- per year. There are 173households (50.29%) having an average monthly income of above Rs. 46,680 and up to Rs. 1,00,000. The survey reveals that 122 (35.47%) households are earning aboveRs. 1,00,000 and 19 households are earning above Rs. 2,000,00 which is a good economic indicator of their standard of living. The average income level of households in the project area is summarized in the **Table15**.

Table 15: Annual Income Level of the Affected Households

Sl. No.	Annual Income Categories in (Rs)	No. of Households	%
1	Upto 46680	29	8.43
2	Above 46680 and up to 100000	173	50.29
2	Above 100000- Below 200000	122	35.47
4	Above 200000	19	5.52
5	Not responded/found	1	0.29
Total		344	100.0

F. Educational Status of DPs

42. The educational status of DPs reveals that there are 34.6% DPs who are illiterate. Among the DPs, 58.25% are upto matric, 6.04% are graduate and only 1.1 % (24) are above graduate. This data excludes the children below 0 to 6 years. The gender segregated details of educational status of DPs are presented in the **Table 16**.

Table 16: Educational Status of DPs

S. N	Educational status	Male	%	Female	%	Total	%
1	Illiterate	285	28.85	340	41.56	625	34.61
2	Literate	145	14.68	127	15.53	272	15.06
3	Up to middle	154	15.59	110	13.45	264	14.62
4	Below metric	135	13.66	96	11.74	231	12.79

5	Metric	177	17.91	108	13.20	285	15.78
6	Graduate	74	7.49	35	4.28	109	6.04
7	Above graduate	18	1.82	2	0.24	20	1.11
Total		988	100.00	818	100.00	1806	100.0

G. Occupational Status of DPs

43. The occupational pattern of DPs excluding children below 6 years, old/inactive, students, housewife reveals that 34% DPs are earning from labour activities, 25% are in service and 23% are engaged in business activities. Among other categories, 10% DPs are doing agriculture and 8% are active in professional activities. The details of occupational status of DPs are summarized in the **Table 17**. As per ADB SPS, income will be restored, at least to the pre-project level. Additional information can be found in Chapter VII.

Table17: Occupational Status of DPs

S. N.	Occupational status	Male	%	Female	%	Total	%
1	Service	9	1.51	341	43.61	350	25.40
2	Business	193	32.38	127	16.24	320	23.22
3	Agriculture	22	3.69	110	14.07	132	9.58
4	Labor	369	61.91	96	12.28	465	33.74
5	Professional	3	0.50	108	13.81	111	8.06
Total		596	100.00	782	100	1378	100.00

H. Project Impact on Indigenous People

44. As per the 2011 census of India survey, total ST population of Bihar is about 1.28% of total and it is 6.35% in West Champaran district. Since the project road is falling mostly in semi-urban area, not a single ST household is getting affected in this sub-project.

I. Project Impact on Women

45. Improved roads will bring equal benefits to women and girls. Direct benefits include a decrease in travel time and an increase in reliable and convenient transport services. Indirect benefits include improved access to products and services, including social services such as health, education, as well as other government services. During construction, women will also benefit from the increased employment opportunities. However, road construction and improvements may also lead to potential negative impacts such as the spread of STIs (sexually transmitted infections), trafficking, and road safety issues. Potential negative impacts will be addressed through community awareness that will be implemented by the RP implementing agency/NGO who will assist the EA (see **Appendix 5** for TOR of Implementing agency/NGO). The RP implementing agency/NGO will coordinate with relevant organizations or mobilize its own short-term experts in carrying out the activities. In addition, the contractor will also carry out HIV/AIDS awareness program among worker camps and nearby community as mandated in their contract.

1. Status of Women in Subproject Area

46. Out of 344 project affected households 330 have a total 575 women above 18 years of age. Women in all 330 households were consulted separately through structured questionnaire and an analysis of the same is given in the following section.

2. Decision Making

47. Women were asked about their role in decision making on financial and social matters of the household. It was revealed that in around 88% households women responded negatively that they have no role in financial decision and the decision is taken by her male counterpart. Similarly, in case of social decision the male members of the households are dominant. The details are given in following **Table 18**.

Table 18 : Role of Women in Financial Decision Making

S.N.	Response	Financial Decision Making (HH)	%	Social Decision Making (HH)	%
1	Yes	37	11.21	44	13.33
2	No	291	88.18	284	86.06
3	No Response	2	0.61	2	0.61
Total		330	100.00	330	100.00

3. Assets owned by the Women

48. Out of total households surveyed 5.15% have women with land in their name, 3.64% have house, women in around 25% households have two-wheeler and around 87% have cell phone. Only 2% have personal computer and around 1% have four-wheeler. The details of assets possessed by the women in project area is given below.

Table 19 : Number of Households having Women with different Assets

Sl.	Type of Assets	No of Household	%
1	Land (Homestead or Farm Land)	17	5.15
2	House	12	3.64
3	Four-Wheeler (Car/tractor etc.)	3	0.91
4	Two-Wheeler (Scoter/ Cycle etc.)	82	24.85
5	Cell Phone	288	87.27
6	Personal Computer	7	2.12
7	Other assets	18	5.45
Total		330	100.00

4. Bank Account

49. The women were asked about their separate bank account at the household level and it was found that 94% households have women with their separate bank account. This is largely due to the government policies of empowering poors and especially girl child for financial securities. The details are provided in the **Table20**.

Table 20 : Number of Households having Women with Bank Account

Sl.	Bank Account	No of Household	%
1	Yes	309	93.64
2	No	19	5.76
3	No Response	2	0.61
Total		330	100.00

5. Member in Self Help Group

50. The women in affected households were asked about their participation in any self-help group as a member. As shown in **Table 21** it was revealed that women in only around 24% households were found member of a self-help group and 2 % of them had apprehension that relocation due to construction of sub project might affect their working in the SHG.

Table 21 : Number of Households having Women as Member of SHG

S	Response	Member of SHG (HH)	%	Change in Status after Relocation (HH)	%
1	Yes	79	23.94	7	2.12
2	No	249	75.45	72	21.82
3	No Response	2	0.61	251	76.06
Total		330	100.00	330	100.00

51. Women in project area have received benefits under different government schemes. It was revealed that women in around 14 % affected households have taken loan for different purposes. Women in around 4% households have received assistance for construction of house. Among others, women in around 7% households have taken training and assistance for self employment. The details are provided in table below.

Table 22 : Number of Households having Women with Bank Account

Sl.	Type of Benefits	No of Household	%
1	Loan	45	13.64
2	House	14	4.24
3	Employment	1	0.30
4	Other (Training)	23	6.97
Total		330	100.00

52. As per the findings of consultation with women group, the perceived benefits from the subprojects includes:

- Improved access to social facilities like health, education
- Increase in income generating activities
- Frequent and affordable transport
- Management of emergency situation
- Improved community relations
- Increased frequency of health workers, extension workers visits
- Improved access to market
- Increased Leisure time
- Reduced time spent on transportation of forest produces
- Side pavements will make walking easy

53. During the consultation process the negative impacts could not be easily articulated by the women apart from loss of assets. However, along with the loss of assets the following negative impacts were also recorded:

- Loss of assets as a result of the road construction
- Preference to men as wage labor over women during construction
- Discrimination in wage payment
- More dependence of mechanized techniques in road construction likely to have very little opportunity for labor for women

54. There are 17 women headed households affected in the project. The negative impacts of the sub-project on female-headed households will be taken up on a case-to-case basis and assistance to these households will be treated on a priority basis. During disbursement of compensation and provision of assistance, priority will be given to female-headed households. Additionally, women headed households are considered as vulnerable and provision for additional assistance has been made in the entitlement of the RP. Provision for equal wage and health safety facilities during the construction by the contractor will be ensured by the EA.

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STAKEHOLDERS CONSULTATION AND PARTICIPATION

A. Stakeholders in the Project

55. Consultations with various stakeholders were carried out during various phases of project preparation. The stakeholders in the project are both primary and secondary. The primary stakeholders are project displaced persons (DPs), project beneficiaries, Executing Agency, Implementing Agency especially the officials in BSRDC. The secondary stakeholder includes district magistrates and the revenue official, village heads, head of Gram Panchayat, village administrative officers, village council, district council, NGO and business communities in the area.

B. Public Consultation in the Project

56. Public consultations were arranged at the stage of project preparation to ensure peoples' participation in the planning phase of this project and to treat public consultation and participation as a continuous two-way process beneficial in projecting planning and implementation. Aiming at promotion of public understanding and fruitful solutions of developmental problems such as local needs and problem and prospects of resettlement, various sections of APs and other stakeholders were consulted through focus group discussions and individual interviews.

C. Methods of Public Consultation

57. Consultations and discussions were held along the project with the affected families and other stakeholders. All displaced households were consulted while interacting with them during the project census survey. Consultation meetings were organized to get wider public input from both the primary and secondary stakeholders. The consultation methods followed to elicit required information (their views & opinions) are detailed below in **Table23**.

Table 23: Methods of Public Consultations

Stakeholders	Consultation Method
Displaced Persons	Through Census Survey involving head of the household as respondent
Village Head/representative of APs	Through Focus Group Discussions (FGD) at affected villages
Local communities	Through Focus Group Discussions (FGD) at affected villages
Women's groups	Through Census survey and Focus Group Discussions (FGD) at affected villages
Vulnerable groups (SC, ST, BPL)	Through Focus Group Discussions (FGD) at affected villages
Executing Agency, Implementing Agency	Individual interview, discussion, joint field visit
Line Departments/Agencies	Individual meeting/interview, discussion

D. Scope of Consultation and Issues

58. All the survey and consultation meetings were organised with free and prior information to the displaced persons and participants. Women members of the survey team assisted women to present their views on their particular concerns. During the consultation process efforts were made by the survey teams to:

- Ascertain the views of the DPs, with reference to road alignment and minimization of impacts;
- Understand views of the community on land acquisition, resettlement issues and rehabilitation options;
- Identify and assess the major socio-economic characteristics of the villages to enable effective planning and implementation;
- Obtain opinion of the community on issues related to the impacts on community property and relocation of the same;
- Examine APs' opinion on problems and prospects of road related issues;
- Identify people's expectations from project and their absorbing capacity;
- Finally, to establish an understanding for identification of overall developmental goals and benefits of the project.

E. Findings of Focused Group Discussions

59. During the resettlement survey, FGDs were conducted in affected villages along the project road. The participants in these FGDs are not limited to the place of meeting or DPs only but also included the other interested parties from the affected villages as all of them road users and beneficiaries under the Project. Further detailed analysis is included in the report of Poverty and Social Assessment (PSA).

60. In addition to the individual consultation with all displaced households during census survey, a total of 82 male and 60 females were consulted separately in 10 consultation meetings/focused group discussions. Some of the major issues that were discussed and feedback received from the villagers during the course of the consultations and measures taken are summarized in the **Table 24**. A detail of consultation is provided in **Annexure-4** and the list of participants and consultation photographs are presented in the **Appendix-5**. Summary of DP's concerns and preferences toward relocation and resettlement were discussed and are recorded in Chapter VII: Relocation of Housing and Settlements.

Table 24: Summary findings of Consultation

Issue	Discussion/Suggestion	Measures Taken
Existing Road Condition	Existing road condition is bad and not sufficient to bear current traffic load. Road is narrow and accident prone due to heavy traffic and high speed of vehicles	The proposed road will have 2 lane specifications, provide all weather connectivity to people living in village along the corridor
Transport and communication problem	Existing road is narrow and congested and traffic jam is very common in this area.	The project road will provide better connectivity and a faster transportation to distance places
Positive project impact	The positive project impacts perceived by the local people are all weather road, direct access to many facilities, transportation of their agricultural produce, business and employment opportunities, appreciation of land value etc.	The alignment and widening is planned to provide maximum connectivity to the area and benefits to the local people
Negative	Loss of residential/commercial	All loss of structure will be

Issue	Discussion/Suggestion	Measures Taken
project impacts	structures, loss of livelihood, increase of accidents, pollution.	compensated at replacement cost. Loss of livelihoods will also be compensated and assisted by the project including opportunity for laborer in construction work
Rate of compensation	Compensation at replacement cost.	The rate of compensation will be decided as per market value and replacement cost will be given.
Option for relocation	Willingness for self relocation and cash compensation. Majority of the DPs want cash compensation.	The affected people will be given cash compensation for loss of their assets. The implementing NGO will assist the DPs during the process.
Income Restoration	Additional assistance for income restoration	NGO will assist in loan from bank, preference will be given to locals in road construction work
Consultation and participation	People want more consultation during project implementation and want to participate in the project	Public consultation will continue throughout the project cycle. Implementing NGO will assist people in participation at various stages.
Road safety	The proposed two-lane road may be concern for safety specifically for women and children, accident risk will increase	Proper road safety measures are incorporated in the project design. Special measures like signage, speed breakers at schools, hospitals and market places will provided by the project.
Transparency in Project Implementation	The project should ensure transparency in implementation and quality control	There are provisions like GRC, VLC and direct access to Implementation Office for any complain or grievances
Any ther ocritical issue	Speed breaker, road crossing, joint drainage and bus stand should be given in habitation areas.	The features are already included in the road design at appropriate locations.

F. Consultation with Officials and Other Stakeholders

61. Other stakeholders in the project such as Executing Agency especially the officials in BSRDCL, PIU staff and the concerned district administration and the revenue officials were also consulted on various issues. The details of some of such consultations are summarized in the **Table25**.

Table 25: Details of Consultation with Officials

Sl. No.	Name and Designation	Issue discussed	Contact Information
1	Mr. Sanjay Kumar GGM, BSRDCL	Overall Pproject planning, Coordination,	9431005710
2	Mr. P.C. Gupta GM, BSRDCL	Project proposal, alignment, detailed design report, LA and R&R issue,	9431005702
3	Mr. Premnath DGM	DPR, Land acquisition	9431005716

Sl. No.	Name and Designation	Issue discussed	Contact Information
	(LA) -BSRDCL	planning, collection of revenue map and landholder's details, site visit, coordination with line department	
4	Mr. Rajnish Raman DGM- PIU- Muzaffarpur- BSRDCL	Land acquisition planning, collection of revenue map and landholder's details, site visit, coordination with line department	9431005704
5	Mr. Akash kumar Manager Tech-PIU- Muzaffarpur- BSRDCL	Drawing, map, data and site verification.	7985236400
6	Mr. Gokhula Prasad JE - RCD- Bettiah	Site visit, site verification, coordination with line departments etc.	7004016822

G. Plan for further Consultation in the Project

62. The effectiveness of the R&R program is directly related to the degree of continuing involvement of those affected by the Project. Several additional rounds of consultations with DPs will form part of the further stages of project preparation and implementation. The RP implementing agency/NGO will be entrusted with the task of conducting these consultations during RP implementation, which will involve disclosure on compensation, assistance options, and entitlement package and income restoration measures suggested for the project. The consultation will continue throughout the project implementation period. The following set of activities will be undertaken for effective implementation of the RP:

- In case of any change in engineering alignment planning the DPs and other stakeholders will be consulted in selection of road alignment for minimization of resettlement impacts, development of mitigation measures etc.
- Together with the RP implementing agency/NGO, the PIU will conduct information dissemination sessions in the project area and solicit the help of the local community/ leaders and encourage the participation of the DP's in Plan implementation.
- During the implementation of RP, RP implementing agency/NGO will organize public meetings, and will appraise the communities about the progress in the implementation of project works, including awareness regarding road construction.
- Consultation and focus group discussions will be conducted with the vulnerable groups like women, SC, ST, and OBC's to ensure that the vulnerable groups understand the process and their needs are specifically taken into consideration.
- To make reasonable representation of women in the project planning and implementation they will be specifically involved in consultation.

63. A Public Consultation and Disclosure Plan will be prepared by PIU and RP implementing agency/NGO for the project as per the format below in **Table 26**.

Table 26 :Format for Public Consultation and Disclosure Plan

Activity	Task	Timing (Date/Period)	Agencies	Remarks
Public Notification	Notify eligibility cut-off date for NTH	March 2021	PIU/ RP implementing agency/NGO	
Disclosure of RP	Translate RP in Hindi and disclose at PIU Office and Panchayat	March 2021	PIU / RP implementing agency/NGO	
Distribution of R&R information leaflet	Prepare R&R information leaflet and distribute to DPs	May 2021	PIU/ RP implementing agency/NGO	
Internet disclosure of the RP	Post RP on ADB and EA website	May 2021	ADB/ RP implementing agency/PIU	
Consultative meetings during joint measurement survey	Face to face meetings with DPs	June 2021	PIU / RP implementing agency/NGO	
Disclosure of updated RP	Disclosure after joint measurement survey	July 2021	PIU / RP implementing agency/NGO	
Disclosure of the final or updated RP	RP disclosed on ADB and EA website and to affected households and other stakeholders at PIU and/or Panchayat offices	August 2021	ADB/PIU	

H. Information Disclosure

64. To keep more transparency in planning and for further active involvement of DPs and other stakeholders the project information will be disseminated through disclosure of resettlement planning documents. The EA will submit the following documents to ADB for disclosure on ADB's website:

- i. the final resettlement plan endorsed by the EA after the census of displaced persons has been completed;
- ii. a new resettlement plan or an updated resettlement plan, and a corrective action plan prepared during project implementation, if required; and
- iii. the resettlement monitoring reports.

65. The EA will translate the RP in Hindi and disclose it at PIU office and panchayat office. A resettlement information leaflet containing information on compensation, entitlement and resettlement management adopted for the project will be made available in Hindi language and distributed to DPs by the RP implementing agency/NGO during initial consultation after verification of DPs. For DPs who are illiterate, appropriate and implementable method will be followed in order for the DPs to be notified and informed. RP implementing agency/ NGO will disseminate relevant information through public consultations and other channels and will pay specific attention to ensure those who are illiterate receive information on a timely basis.

LEGAL FRAMEWORK

A. Introduction

66. The legal framework and principles adopted for addressing resettlement issues in the project have been guided by the existing legislation and policies of the Government of India (GOI), the Government of Bihar and Asian Development Bank. Prior to the preparation of the RP, a detailed analysis of the existing national and state policies was undertaken and the section below provides details of the various national and state level legislations studied and their applicability for the project. This RP is prepared based on the review and analysis of all applicable legal and policy frameworks of the country and ADB policy requirements.

B. Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act (RFCT in LARR), 2013

67. The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (RFCT in LARR Act - 2013) has been effective from January 1, 2014 after receiving the assent of the President of Republic of India. This Act extends to the whole of India except the state of Jammu and Kashmir. The Act replaced the Land Acquisition Act, 1894.

68. The aims and objectives of the Act include: (i) to ensure, in consultation with institutions of local self-government and Gram Sabhas established under the constitution of India, a humane, participative, informed and transparent process for land acquisition for industrialization, development of essential infrastructural facilities and urbanization with the least disturbance to the owners of the land and other affected families; (ii) provide just and fair compensation to the affected families whose land has been acquired or proposed to be acquired or are affected by such acquisition; (iii) make adequate provisions for such affected persons for their rehabilitation and resettlement; (iv) ensure that the cumulative outcome of compulsory acquisition should be that affected persons become partners in development leading to an improvement in their post-acquisition social and economic status and for matters connected therewith or incidental thereto.

69. Section 27 of the Act defines the method by which market value of the land shall be computed under the proposed law. Schedule I outlines the proposed minimum compensation based on a multiple of market value. Schedule II through VI outline the resettlement and rehabilitation entitlements to land owners and livelihood losers, which shall be in addition to the minimum compensation per Schedule I.

70. The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Amendment) Second Ordinance, 2015: With an intention to overcome the procedural difficulties in land acquisition for important national projects, President of India has issued an amendment ordinance on 30th May 2015. Three main features of the ordinance among others are as following:

- (i) The Chapter II and III of the RFCT in LARR Act - 2013 regarding *determination of social impact assessment and public purpose and special provision to safeguard food security* shall not apply to the project such as (a) vital to national security or defence of India and every part thereof, including preparation for defence or defence production; (b) rural infrastructure including electrification; (c) affordable housing and housing for the poor people; (d) industrial corridors ; and (e) infrastructure and social infrastructure projects

including projects under public private partnership where the ownership of land continues to vest with the Government.

(ii) The five-year period set by the principal Act in Section 24 under sub-section (2), for lapse of 1894 Act shall exclude the cases where acquisition process is held up on account of any stay or injunction issued by any court or the period specified in the award of a Tribunal for taking possession.

(iii) The five-year period set by the principal Act for any land acquired and unused is now will be *a period specified for the setting up of any project or five years, whichever is later.*

C. Legal and Policy Frameworks of Bihar State

71. The legislations and policy concerning the land acquisition and resettlement by State Government of Bihar are discussed in the following section.

1. Bihar Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Rules, 2014 (Government of Bihar Department of Revenue and Land Reforms Notification No-1401, Dated-27/10/2014)

72. In exercise of the powers conferred by sub-section (2) of Section 109 of the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (30 of 2013), the Governor of the State of Bihar notified the rules to apply for land acquisition in the state where the State Government will be the requiring body as defined by the prime Act.

2. Appointment of Social Impact Assessment Unit by Government of Bihar (Government of Bihar Department of Revenue and Land Reforms Notification No-647, Dated-09/05/2014)

73. The Government of Bihar has authorized Lalit Narayan Mishra Institute of Economic Development & Social Change, Patna and A N Sinha Institute of Social Studies, Patna as Social Impact Assessment Unit under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013.

3. Bihar Raiyati Land Lease Policy 2014 (No. 14/D.L.A (Lease) – Policy – 69/2014 – 1440/R) with Amendment Rules April-2018.

74. In exercise of the powers conferred under section 104 of The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, the State Government of Bihar has announced its state policy for taking land on perpetual lease from the raiyats for the works of public purposes as an option for public projects of infrastructure and public purposes. The subsequent amendment of this policy in April 2018 specifies the limit of purchase of land under this policy by Road Construction Department is up to 25 Acres and empowers the Executive Engineers to register the land in their name.

D. ADB's Safeguard Policy Statement (SPS), 2009

75. The objectives of ADB's SPS (2009) with regard to involuntary resettlement are: (i) to avoid involuntary resettlement wherever possible; (ii) to minimize involuntary resettlement by exploring project and design alternatives; (iii) to enhance, or at least restore, the livelihoods of

all displaced persons in real terms relative to pre-project levels; and (iv) to improve the standards of living of the displaced poor and other vulnerable⁷ groups.

76. ADB's SPS (2009) covers physical displacement (relocation, loss of residential land, or loss of shelter) and economic displacement (loss of land, assets, access to assets, income sources, or means of livelihoods) as a result of; (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas. It covers displaced persons whether such losses and involuntary restrictions are full or partial, permanent or temporary.

77. The three important elements of ADB's SPS (2009) are: (i) compensation at replacement cost for lost assets, livelihood, and income prior to displacement; (ii) assistance for relocation, including provision of relocation sites with appropriate facilities and services; and (iii) assistance for rehabilitation to enhance, or at least restore, the livelihoods of all displaced persons relative to national minimum standard of living.

E. Comparison of Government and ADB Policies

78. The new act 'The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013', which has integrated provisions of National Rehabilitation and Resettlement Policy (2007) with that of The Land Acquisition Act (LAA) of 1894 (as amended in 1984), recognizes titleholders and non-titleholders affected by land acquisition area notified under the Act. Whereby, squatters and encroachers on existing government land are excluded from the purview of the act.

79. RFCT in LARR Act – 2013 has come into effect from January 1, 2014. This Act is both complement the revision of the NRRP (2007) and decrease significantly the gaps between the LAA and ADB's SPS, 2009. The Act also expands compensation coverage of the principal act by requiring that the value of trees, plants, or standing crops damaged must also be included and solatium being 100% of the all amounts inclusive. The Act furthermore has match ADB requirements for all compensation to be paid prior to project taking possession of any land.

80. Therefore, the RFCT in LARR Act - 2013 has established near equivalence of the government's policies with those of ADB's SPS, 2009. Adoption of the below principles for the project has ensured that both are covered in their application to this project. A comparison of ADB and GoI policy and measures to fill the gaps is presented in the Table: 27.

Table 27: Comparison of ADB and GoI Policy

	Aspect	ADB Safeguard Requirement	Fair Compensation and Transference in Land Acquisition, Rehabilitation and Resettlement Act, 2013	Measures to Bridge the GAP
1	Screen the project	Screen the project to identify past, present, and future involuntary resettlement impacts and risks. Conduct survey and/or census of displaced persons, including a gender analysis, specifically	4 (I) it is obligatory for the appropriate Government intends to acquire land for a public purpose to carry out a Social Impact Assessment study in consultation with concern Panchayat, Municipality or Municipal Corporation, as the case may be, at village level or ward level in the affected area. The Social Impact Assessment study report shall be made available to the public	Screening of all sub-projects in line with the IR checklist of ADB, towards enabling identification of the potential resettlement impacts and

⁷vulnerable groups includes: especially those below the poverty line, the landless, the elderly, women and children, and Indigenous Peoples, and those without legal title to land

	Aspect	ADB Safeguard Requirement	Fair Compensation and Transference in Land Acquisition, Rehabilitation and Resettlement Act, 2013	Measures to Bridge the GAP
		related to resettlement	in the manner prescribed under section 6.	associated risks.
2	Consultation with stake holders and establish grievance redress mechanism	Carryout consultations with displaced persons, host communities and concerned NGOs. Inform all displaced persons of their entitlements and resettlement options	Whenever a Social Impact Assessment is required to be prepared under section 4, the appropriate Government shall ensure that a public hearing is held at the affected area, after giving adequate publicity about the date, time and venue for the public hearing, to ascertain the views of the affected families to be recorded and included in the Social Impact Assessment Report. The Land Acquisition Rehabilitation and Resettlement Authority shall be established in each State by the concerned State Government to hear disputes arising out of projects where land acquisition has been initiated by the State Government or its agencies.	No gap between SPS and FCTLARR.
3.	Improve, or at least restore, the livelihoods of all displaced, and payment at replacement cost	Improve or restore the livelihoods of all displaced persons through: (i) land-based resettlement strategies; (ii) prompt replacement of assets with access to assets of equal or higher value, (iii) prompt compensation at full replacement cost for assets that cannot be restored, and (iv) additional revenues and services through benefit sharing schemes where possible.	The Collector having determined the market value of the land to be acquired shall calculate the total amount of compensation to be paid to the land owner (whose land has been acquired) by including all assets attached to the land. Livelihood losers are eligible for various rehabilitation grants	No gap between SPS and FCTLARR. Assets to be compensated at replacement cost without depreciation and other Livelihood assistances and income restoration measures will be included.
4.	Assistance for displaced persons	Provide physically and economically displaced persons with needed assistance	Schedule I, provides market value of the land and value of the assets attached to land. Schedule II provides R&R package for land owners and for livelihood losers including landless and special provisions for Scheduled Tribes.	No gap between SPS and FCTLARR. Entitlement Matrix outlines compensation and assistance for DPs.
5.	Improve standard of living of displaced vulnerable groups	Improve the standards of living of the displaced poor and other vulnerable groups, including women, to at least national minimum standards	FCTLARR only provide special provisions scheduled tribe..	Provisions outlined in ADB SPS will be followed for the project
6.	Negotiated Settlement	Develop procedures in a transparent, consistent, and equitable manner if land acquisition is through negotiated settlement to ensure that those people who enter into negotiated settlements	FCTLARR only apply in case of land acquired/purchased for PPP projects and for Private Companies. Section: 2. (2), and 46.	Provisions outlined in ADB SPS will be followed for the project.

	Aspect	ADB Safeguard Requirement	Fair Compensation and Transference in Land Acquisition, Rehabilitation and Resettlement Act, 2013	Measures to Bridge the GAP
		will maintain the same or better income and livelihood status		
7.	Compensation For non-title holders	Ensure that displaced persons without titles to land or any recognizable legal rights to land are eligible for resettlement assistance and compensation for loss of non-land assets.	Non-titleholders on acquired land area is only included but not clear about non-titleholders in existing govt. land	Provisions outlined in ADB SPS will be followed for the project.
8.	Requirement of RP	Prepare a resettlement plan / indigenous peoples plan elaborating on displaced persons' entitlements, the income and livelihood restoration strategy, institutional arrangements, monitoring and reporting framework, budget, and time-bound implementation schedule.	Preparation of Rehabilitation and Resettlement Scheme including time line for implementation. <i>Section: 16. (1) and (2).</i> Separate development plans to be prepared. <i>Section 41</i>	No gap between SPS and FCTLARR. RP will be prepared for project with impact
9.	Public disclosure	Disclose a draft resettlement plan, including documentation of the consultation process in a timely manner, before project appraisal, in an accessible place and a form and language(s) understandable to displaced persons and other stakeholders. Disclose the final resettlement plan and its updates to displaced persons and other stakeholders.	Under clause 18, the Commissioner shall cause the approved Rehabilitation and Resettlement Scheme to be made available in the local language in the <i>Panchayat</i> , Municipality or Municipal Corporation. As the case may be, and the offices of the District Collector, the Sub-Divisional Magistrate and the <i>Tehsil</i> , and shall be published in the affected areas, in such manner as may be prescribed and uploaded on the website of the appropriate Government.	In addition to the publishing of the approved resettlement plan, the RF includes provision for disclosure of the various documents pertaining to RP implementation.
10.	Cost of resettlement	Include the full costs of measures proposed in the resettlement plan and indigenous peoples plan as part of project's costs and benefits. For a project with significant involuntary resettlement impacts and / or indigenous peoples plan, consider implementing the involuntary resettlement component of the project as a stand-alone operation.	16. (l) Upon the publication of the preliminary notification under sub-section (l) of section 11 by the Collector, the Administrator for Rehabilitation and Resettlement shall conduct a survey and undertake a census of the affected families, in such manner and within such time as may be Prescribed, which shall include: (a) particulars of lands and immovable properties being acquired of each affected family; (b) livelihoods lost in respect of land losers and landless whose livelihoods are primarily dependent on the lands being acquired; (c) a list of public utilities and Government buildings which are affected or likely to be affected, where	No gap between SPS and FCTLARR. Cost of resettlement will be covered by the EA.

	Aspect	ADB Safeguard Requirement	Fair Compensation and Transference in Land Acquisition, Rehabilitation and Resettlement Act, 2013	Measures to Bridge the GAP
			resettlement of affected families is involved; (d) details of the amenities and infrastructural facilities which are affected or likely to be affected, where resettlement of affected families is involved; and (e) details of any common property resources being acquired'	
11.	Taking over possession before Payment of compensation	Pay compensation and provide other resettlement entitlements before physical or economic displacement. Implement the resettlement plan under close supervision throughout project implementation.	38 (l) The Collector shall take possession of land after ensuring that full payment of compensation as well as rehabilitation and resettlement entitlements are paid or tendered to the entitled persons within a period of three months for the compensation and a period of six months for the monetary part of rehabilitation and resettlement entitlements listed in the Second Schedule commencing from the date of the award made under section 30.	No gap between SPS and FCTLARR.
12.	Monitoring	Monitor and assess resettlement outcomes, their impacts on the standards of living of displaced persons, and whether the objectives of the resettlement plan have been achieved by taking into account the baseline conditions and the results of resettlement monitoring. Disclose monitoring reports.	48 (l)The Central Government may, whenever necessary for national or inter-State projects, constitute a National Monitoring Committee for reviewing and monitoring the implementation of rehabilitation and resettlement schemes or plans under this Act.	For project, monitoring mechanism and frequency will follow ADB SPS based on categorization.

F. R&R Policy Framework for the Project

81. Based on the above analysis of government provisions and ADB policy, the following resettlement principles are adopted for this Project:

- (i) Screen the project early on to identify past, present, and future involuntary resettlement impacts and risks. Determine the scope of resettlement planning through a survey and/or census of displaced persons, including a gender analysis, specifically related to resettlement impacts and risks. Measures to avoid and minimize involuntary resettlement impacts include the following: (i) explore alternative alignments or locations which are less impacting, (ii) ensure the appropriate technology is used to reduce land requirements, (iii) modify the designs, cross sections, and geometrics of components to minimize the ROW and ensure involuntary resettlement is avoided or minimized.
- (ii) Carry out meaningful consultations with displaced persons, host communities, and concerned nongovernment organizations. Inform all displaced persons of their entitlements and resettlement options. Ensure their participation in planning, implementation, and monitoring and evaluation of resettlement programs. Pay particular attention to the needs of vulnerable groups, especially those below the poverty line, the landless, the elderly, women and children, and indigenous peoples, and those without legal title to land, and ensure their participation in

consultations. Establish a grievance redress mechanism to receive and facilitate resolution of the concerns of displaced persons. Support the social and cultural institutions of displaced persons and their host population. Where involuntary resettlement impacts and risks are highly complex and sensitive, compensation and resettlement decisions should be preceded by a social preparation phase.

- (iii) Improve, or at least restore, the livelihoods of all displaced persons through; (i) land-based resettlement strategies when affected livelihoods are land based where possible or cash compensation at replacement cost for land when the loss of land does not undermine livelihoods, (ii) prompt replacement of assets with access to assets of equal or higher value, (iii) prompt compensation at full replacement cost for assets that cannot be restored, and (iv) additional revenues and services through benefit sharing schemes where possible.
- (iv) Provide physically and economically displaced persons with needed assistance, including the following: (i) if there is relocation, secured tenure to relocation land, better housing at resettlement sites with comparable access to employment and production opportunities, integration of resettled persons economically and socially into their host communities, and extension of project benefits to host communities; (ii) transitional support and development assistance, such as land development, credit facilities, training, or employment opportunities, and (iii) civic infrastructure and community services, as required.
- (v) Improve the standards of living of the displaced poor and other vulnerable groups, including women, to at least national minimum standards. In rural areas provide them with legal and affordable access to land and resources, and in urban areas provide them with appropriate income sources and legal and affordable access to adequate housing.
- (vi) Ensure that displaced persons without titles to land or any recognizable legal rights to land are eligible for all compensation, relocation and rehabilitation measures, except land.
- (vii) Prepare a resettlement plan elaborating on the entitlements of displaced persons, the income and livelihood restoration strategy, institutional arrangements, monitoring and reporting framework, budget, and time-bound implementation schedule. This resettlement plan will be approved by ADB prior to contract award.
- (viii) Disclose a draft resettlement plan, including documentation of the consultation process in a timely manner, before project appraisal, in an accessible place and a form and language(s) understandable to displaced persons and other stakeholders. Disclose the final resettlement plan and its updates to displaced persons and other stakeholders.
- (ix) Conceive and execute involuntary resettlement as part of a development project or program. Include the full costs of resettlement in the presentation of project's costs and benefits. For a project with significant involuntary resettlement impacts, consider implementing the involuntary resettlement component of the project as a stand-alone operation.
- (x) Pay compensation and provide other resettlement entitlements before physical or economic displacement. Implement the resettlement plan under close supervision throughout project implementation.
- (xi) Monitor and assess resettlement outcomes, their impacts on the standard of living of displaced persons, and whether the objectives of the resettlement plan have been achieved by taking into account the baseline conditions and the results of resettlement monitoring. Disclose monitoring reports.

G. Valuation of Assets

82. The valuation of affected structures will be governed by the following process:

1. Valuation of Building and Structure:

83. The cost of buildings will be estimated based on updated Basic Schedule of Rates (BSR) as on date without depreciation. Since, all the affected structures belong to non-titleholders, no Solatium will be added to the estimated market value of the structure as it is provided to only the titleholders under the provision of RFCT in LARR Act -2013. During valuation of structure/building following parameters should be taken in to account:

- From where they use to buy materials
- Type of shops
- Distance to be traveled
- Sources (local or foreign) and the cost of various materials
- Who will built the structures (owner or contractor) and whether they will use the hired labor or their own labor;
- Obtaining cost estimates by meeting at least three contractors/suppliers in order to identify cost of materials and labor
- Identifying the cost of different types of houses of different categories and compare the same with district level prices.
- Calculation of the labor cost even if the structure is constructed by the household only without hiring any labour.

84. Even after payment of compensation, DPs would be allowed to take away the materials salvaged from their dismantled houses and shops and no charges will be levied upon them for the same. In case of any structures not removed by the DPs in stipulated 60 days period, a notice to that effect will be issued intimating that DPs can take away the materials so salvaged within 48 hours of their demolition; otherwise, the same will be disposed by the project authority without giving any further notice.

b. Valuation of Trees:

85. Compensation for trees will be based on their full replacement cost. The District Collector/Deputy Commissioner for the purpose of determining the market value of trees and plants attached to the land acquired, use the services of experienced persons/agencies in the field of agriculture, forestry, horticulture, sericulture, or any other field, as may be considered necessary by him.

86. Trees standing on the land owned by the government will be disposed off through open auction by the concerned Revenue Department/ Forest Department. DPs will be provided with an advance notice of three months prior to relocation. Further, all compensation and assistance will be paid to DPs at least 60 days prior to displacement or dispossession of assets.

87. For temporary impact on land and common resources, any land required by the project on a temporary basis will be compensated in consultation with landowners and will be restored to previous or better quality. Implementation issues can be found in the Entitlement Matrix.

ENTITLEMENTS, ASSISTANCE AND BENEFITS

A. Introduction

88. The project will have displaced persons who have neither formal legal rights nor recognized or recognizable claims to such land. The involuntary resettlement requirements apply to these displaced persons and the RP describes provision for the DPs and accordingly formulated the entitlement matrix.

B. Cut-off-Date for Entitlement

89. In case of non-titleholders, the cut-off date will be the start of the census survey which is 20 September 2021. DPs who settle in the affected areas after the cut-off date will not be eligible for compensation. The cut-off date for non-titleholders will be officially declared by the EA along with the disclosure of RP and notified in the project area through newspaper and other methods to ensure people who are illiterate are made aware. They, however, will be given sufficient advance notice, requested to vacate premises and dismantle affected structures prior to project implementation. Their dismantled structures materials will not be confiscated and they will not pay any fine or suffer any sanction.

C. Project Entitlement

90. In accordance with the R&R measures outlined in the previous chapter, all displaced households and persons will be entitled to a combination of compensation packages and resettlement assistance depending on the nature of ownership rights on lost assets and scope of the impacts including socio-economic vulnerability of the displaced persons and measures to support livelihood restoration if livelihood impacts are envisaged. The displaced persons will be entitled to the following five types of compensation and assistance packages:

- a) Compensation for structures (residential/ commercial) and other immovable assets at their replacement cost;
- b) Assistance in lieu of the loss of business/ wage income and income restoration assistance;
- c) Assistance for shifting and provision for the relocation site (if required), and
- d) Rebuilding and/ or restoration of community resources/facilities.
- e) Compensation for the loss of trees at their replacement cost;

91. **Loss of land** is not envisaged under the Project as there is no private land acquired hence, no cost for land acquisition is involved in this project.

92. **Loss of Structures** will be compensated at replacement value with other assistance to the non-titleholders. The details of entitlement will be as:

- (i) Compensation for structure at the replacement cost to be calculated as per latest prevailing basic schedules of rates (BSR) without depreciation.
- (ii) Right to salvage materials from structure and other assets with no deductions from replacement value.
- (iii) One-time Resettlement allowance of Rs. 50,000
- (iv) One-time financial assistance of Rs. 25,000 to the families losing cattle sheds for reconstruction
- (v) One time shifting assistance of Rs. 50,000 towards transport costs etc.

93. **Loss of livelihood due to loss of primary source of income** will be compensated through rehabilitation assistances. There are only non-titleholders in this project losing primary source of income. Details of entitlements for the above categories are described below:

- (i) One-time financial assistance of minimum Rs. 25,000.
- (ii) Skill up-gradation training to DPs opted for (one member of the affected family) income restoration.
- (iii) Preference in employment under the project during construction and implementation.
- (iv) Monthly Subsistence allowance of Rs. 3,000 for one year (total Rs. 36,000) from the date of award

94. **Loss trees and crops** will be compensated by cash compensation. The entitlements to the DPs losing trees will be compensated for trees based on timber value at market price, and compensation for perennial crops and fruit trees at annual net product market value multiplied by remaining productive years; to be determined in consultation with the Forest Department for timber trees and the Horticulture Department for other trees/crops. Since there is no land acquisition under the subproject, no loss of trees is envisaged.

95. **Additional assistance to vulnerable households** (Vulnerable households includes BPL, SC, ST, WHH, disabled and elderly and non-titleholders DPs) will be paid with special assistance as detailed below. The following provision in addition to the compensation for lost assets will ensure that the vulnerable people affected under the Project will be able to improve their standard of living or attain at least national minimal level.

- (i) One-time lump sum assistance of Rs. 25,000 to vulnerable households. This will be paid above and over the other.
- (ii) Receive preference in income restoration training program under the project.
- (iii) Preference in employment under the project during construction and implementation according to their acquired skills.
- (iv) Access to basic utilities and public services.

96. **Loss of community infrastructure/common property resources** will be compensated either by cash compensation at replacement cost to the community (registered trust, society or village committee as appropriate) or reconstruction of the community structure in consultation with the affected community. CPR clearing and reconstruction including any ceremonial/religious expenses to relocate such structures will be undertaken by civil works contractors, and the associated costs are incorporated in their contracts.

97. **Temporary Impacts** on agricultural land due to plant site for contractor etc will be eligible for cash compensation for loss of income potential including:

- (i) Any land required by the Project on a temporary basis will be compensated in consultation with the landholders.
- (ii) Rent at market value for the period of occupation
- (iii) Compensation for assets at replacement cost
- (iv) Restoration of land to previous or better quality
- (v) Location of construction camps will be fixed by contractors in consultation with Government and local community.
- (vi) 60 days advance notice regarding construction activities, including duration and type of temporary loss of livelihood.

- (vii) Cash assistance based on the minimum wage/average earnings per month for the loss of income/livelihood for the period of disruption, and contractor's actions to ensure there is no income/access loss consistent with the EMP.
- (viii) Assistance to mobile vendors/hawkers to temporarily shift for continued economic activity.

98. **Any unanticipated impacts** due to the project will be documented during the implementation phase and mitigated based on provision made in the Entitlement Matrix of this RP.

D. Entitlement Matrix

99. An Entitlement Matrix has been developed for the entire Bihar State Highways III Project and is applicable to phase II also. It summarizes the types of losses and the corresponding nature and scope of entitlements; and is in compliance with National/ State Laws and ADP SPS-2009 (**refer to Table 28**). Appropriate compensation and assistance will be fully paid prior to any physical or economic displacement.

100. All compensation and other assistances⁸ will be paid to all DPs prior to commencement of civil works. After payment of compensation, DPs would be allowed to take away the materials salvaged from their dismantled houses and shops and no charges will be levied upon them for the same. The cost of salvaged materials will not be deducted from the overall compensation amount due to the DPs. A notice to that effect will be issued intimating that DPs can take away the materials.

⁸ While compensation is required prior to dispossession or displacement of affected people from their assets, the full resettlement plan implementation, which may require income rehabilitation measures, might be completed only over a longer period of time after civil works have begun. Displaced people will be provided with certain resettlement entitlements, such as land and asset compensation and transfer allowances, prior to their displacement, dispossession, or restricted access.

Table 28: Entitlement Matrix

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
Land						
1	Loss of Government land	Vacant plot, Agricultural land, homestead land, RoW of road	Non-titleholders/Squatters ⁹ , Encroachers ¹⁰	<ul style="list-style-type: none"> At least 60 days advance notice to shift from occupied land. Notice to harvest standing seasonal crops and compensation. Additional assistance to Vulnerable Households 	<ul style="list-style-type: none"> Vulnerable households will be identified/verified during the RP implementation. 	PIU will ensure provision of notice. PIU will identify vulnerable households.
Residential Structures¹¹						
2	Loss of residential structure	Residential structure and other assets	Non-titleholders	<ul style="list-style-type: none"> At least 60 days advance notice to shift. Replacement cost¹² of structure without depreciation Right to salvage materials from structure and other assets without any cost One time Resettlement allowance of Rs. 50,000 per affected family All displaced families (squatters only) will receive one time shifting assistance of Rs. 50,000 towards transport 	Vulnerable households will be identified/verified during the RP implementation.	PIU will verify the extent of impacts through a 100% survey of DHs determine assistance, verify and identify vulnerable households.

⁹ Squatters are those who have no recognizable rights on the land that they are occupying.

¹⁰ Encroachers are those who build a structure which is in whole or is part of an adjacent property to which he/she has no title. The vulnerability of these encroachers will be based on their other criteria except their NTH status..

¹¹ Some of the some entitlements under section are the same as previous rows as it is structured separately for each affected category and should not be duplicated in reading.

¹² Replacement cost will be based on the following elements: (i) fair market value; (ii) transaction costs; (iii) interest accrued, (iv) transitional and restoration costs; and (v) other applicable payments, if any. Where market conditions are absent or in a formative stage, the borrower/client will consult with the displaced persons and host populations to obtain adequate information about recent land transactions, land value by types, land titles, land use, cropping patterns and crop production, availability of land in the project area and region, and other related information.

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
				costs etc. <ul style="list-style-type: none"> Additional assistance to Vulnerable Households 		
Commercial Structures						
3	Loss of commercial structure	Commercial structure and other assets	Non-titleholders	<ul style="list-style-type: none"> At least 60 days advance notice to shift. Replacement cost of structure without depreciation Right to salvage materials from structure and other assets without any cost One time Resettlement allowance of Rs. 50,000 per affected family All displaced families (squatters only) will receive one time shifting assistance of Rs. 50,000 towards transport costs etc. Additional assistance to Vulnerable Households 	Vulnerable households will be identified/verified during the RP implementation.	PIU will verify the extent of impacts through 100% surveys of DHs determine assistance, verify and identify vulnerable households.
Livelihood						
4	Loss of livelihood	Livelihood	<p>Legal titleholder losing business/ commercial establishment</p> <p>Family with traditional land right</p> <p>Commercial tenant</p> <p>Commercial leaseholder</p> <p>Employee in</p>	<ul style="list-style-type: none"> One-time financial assistance of minimum Rs. 25,000. Skill up-gradation training to APs opted for (one member of the affected family) income restoration. Preference in employment under the project during construction and implementation. Monthly Subsistence allowance of Rs. 3,000 for one 	Vulnerable households will be identified/verified during the RP implementation.	<p>PIU will verify the extent of impacts through a 100% survey of DHs determine assistance, verify and identify vulnerable households.</p> <p>For Agricultural laborer (long timer) Only those who are in fulltime / permanent</p>

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
			commercial establishment Agricultural laborer (long term) Artisans Commercial Squatters and Encroachers	year (total Rs. 36,000) from the date of award • Additional assistance to Vulnerable Households		employment of the land owner will be eligible for this assistance. Seasonal agricultural laborers will not be entitled for this assistance.
Trees and Crops						
5	Loss of trees and crops	Standing trees and crops	Legal titleholder Family with traditional land right Agricultural tenant/ leaseholder Sharecroppers Non-titleholders	<ul style="list-style-type: none"> • Advance notice of 60 days to harvest crops, fruits, and timbers. • Compensation for standing crops in case of such loss, based on an annual crop cycle at market value • Compensation for trees based on timber value at market price, and compensation for perennial crops and fruit trees at annual net product market value multiplied by remaining productive years; to be determined in consultation with the Forest Department for timber trees and the Horticulture Department for other trees/crops. 	<ul style="list-style-type: none"> • Harvesting prior to acquisition will be accommodated to the extent possible • Work schedules will avoid harvest season. • Seasonal crops will be given at least 60 days' notice. If notice cannot be given, compensation for standing crops will be compensated at market value. • Market value of trees/crops has to be determined. 	PIU will ensure provision of notice. Valuation Committee will undertake valuation of standing crops, perennial crops and trees, and finalize compensation rates in consultation with APs.
Vulnerable						
6	Impacts on vulnerable APs	All impacts	Vulnerable APs	<ul style="list-style-type: none"> • One-time lump sum assistance of Rs. 25,000 to vulnerable households. This will be paid above and over 	Vulnerable households will be identified/verified during the RP	PIU will verify the extent of impacts through 100% surveys of DHs determine assistance, verify and

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
				<p>the other assistance provided in items 1, 2, 3, 4 and 5.</p> <ul style="list-style-type: none"> • Receive preferential in income restoration training program under the project • Preference in employment under the project during construction and implementation. • Access to basic utilities and public services 	implementation.	<p>identify vulnerable households.</p> <p>The PIU with support from the PMAE and NGO¹³ will conduct a training need assessment in consultations with the displaced persons so as to develop appropriate income restoration schemes.</p> <p>Suitable trainers or local resources will be identified by PIU and NGO in consultation with local training institutes.</p>
Temporary Loss						
8	Temporary loss of land ¹⁴	Land temporarily required for sub-project construction	<p>Legal titleholders</p> <p>Family with traditional land right</p>	<ul style="list-style-type: none"> • Any land required by the Project on a temporary basis will be compensated in consultation with the landholders. • Rent at market value for the period of occupation • Compensation for assets at replacement cost • Restoration of land to previous or better quality¹⁵. 	<p>Assessment of impacts if any on structures, assets, crops and trees due to temporary occupation.</p> <p>Site restoration.</p>	<p>Valuation Committee will determine rental value and duration of construction survey and consultation with DPs. PIU will ensure compensation is paid prior to site being taken-over by contractor. Contractor will be responsible for site restoration.</p>

¹³When suitable NGO is not available, the PIU will be staffed with qualified and experienced social workers to assist the IA in RP implementation

¹⁴Temporary possession of land for project purpose can be taken only for three years from the date of commencement of such possession/occupation.

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
				<ul style="list-style-type: none"> Location of construction camps will be fixed by contractors in consultation with Government and local community 		
9	Temporary disruption of livelihood		Legal titleholders, non-titled APs	<ul style="list-style-type: none"> 60 days advance notice regarding construction activities, including duration and type of disruption. Cash assistance based on the average earnings per month for the loss of income/livelihood for the period of disruption, and contractor's actions to ensure there is no income/access loss consistent with the EMP.¹⁶ Assistance to mobile vendors/hawkers to temporarily shift for continued economic activity.¹⁷ 	Identification of alternative temporary sites to continue economic activity.	<p>Valuation Committee will determine income lost.</p> <p>Contractors will perform actions to minimize income/access loss.</p>
Common Resources						
10	Loss and temporary impacts on common resources	Common resources	Communities	<ul style="list-style-type: none"> Replacement or restoration of the affected community facilities – including public water stand posts, public utility posts, temples, shrines, 	Follow ADB SPS	PIU and Contractor.

¹⁵ If the land has become permanently unfit to be used for the purpose for which it was used immediately before the commencement of such term, and if the persons interested shall so require, the appropriate Government shall proceed under the Act to acquire the land as if it was needed permanently for a public purpose.

¹⁶ This includes: leaving spaces for access between mounds of soil, providing walkways and metal sheets to maintain access across trenches for people and vehicles where required, increased workforces to finish work in areas with impacts on access, timing of works to reduce disruption during business hours, phased construction schedule and working one segment at a time and one side of the road at a time.

¹⁷ For example assistance to shift to the other side of the road where there is no construction.

S.N.	Type of Loss	Application	Definition of Entitled Person	Compensation Policy	Implementation Issues	Responsible Agency
				etc.		
Other						
11	Any other loss not identified	-	-	<ul style="list-style-type: none"> Unanticipated involuntary impacts will be documented during the implementation phase and mitigated. 	-	PIU will finalize the entitlements in line with ADB's SPS, 2009.

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RELOCATION OF HOUSING AND SETTLEMENTS

A. Basic Provision for Relocation

101. The EA will provide adequate and appropriate replacement of structures or cash compensation at full replacement cost for lost structures, adequate compensation for partially damaged structures, and relocation assistance, according to the Entitlement Matrix. The EA will compensate to the non-titleholders for the loss of assets other than land, such as dwellings, and also for other improvements to the land, at full replacement cost.

B. Need for Relocation

102. Despite being a linear project and efforts made to minimize the resettlement impacts, the proposed project will affect residential and commercial structures as a result of which both physical and economic displacement will arise and need of relocation in the project. Efforts are made through various provisions in this resettlement plan to mitigate negative social impacts caused up on displaced persons and communities by supporting relocation of affected households and by restoration of income to national minimum standard.

103. In the project 115 residential structures owned by 96 households, 223 commercial structures owned by 205 households, 4 residential-cum-commercial structures owned by 4 households and 41 other private structure owned by 39 households are being affected as shown in table below.

Table 29: Loss of Private Structure

SI. No.	Type of Structure	No. of Structure	DHs
1	Residential Structure	115	96
2	Commercial Structure	223	205
3	Resi+Commercial Structure	4	4
4	Other Private Structure	41	39
Total		383	344

C. Relocation and Compensation Option by DPs

104. To understand and know the relocation options, DPs were consulted during the census survey and out of 344 households losing structures 315 (91.57%) have opted for self-relocation and only 8% have opted for project-based relocation. The choice of DPs is further supported by their compensation option as all opted for self relocation also opted for cash compensation against loss of their structure. The details are given in **Table 30**.

Table 30: DPs Choice on Relocation and Compensation

SI. No.	Relocation Options	No. of Households	%	Compensation Option	No. of Households	%
1	Self Relocation	315	91.57	Structure for Structure loss	29	8.43
2	Project Assisted Relocation	29	8.43	Cash for Structure loss	315	91.57
Total		344	100.00	Total	344	100.0

D. Relocation Strategy

105. With the scattered nature of resettlement impacts the residential structures affected in the project are spread all along the supproject road. Most of the DPs preferred for cash compensation and self-relocation and during the focused group discussion, while discussing about relocation options people were very much in favour of resettlement within the village to avoid disruption of community life and problem with host community. Therefore, cash compensation at market rate along with relocation assistances is adopted as more practical solution in this case.

106. All the structures affected in the project as per provisions made in the entitlement matrix will be eligible for the following:

- (i) Compensation for structure will be paid at the replacement cost to be calculated as per latest prevailing basic schedules of rates (BSR) without depreciation.
- (ii) One-time Resettlement allowance of Rs. 50,000 per affected household
- (iii) Shifting assistance to all structures at @ of Rs. 50,000 per structure,
- (iv) Right to salvage materials from structure and other assets with no deductions from replacement value, and

107. To help the DPs losing structures in getting all above entitlements and relocating themselves, following relocation strategy will be adopted in the project:

- a) At least 60 days advance notice before demolition of structure.
- b) Their dismantled structures materials will not be confiscated and they will not pay any fine or suffer any sanction.
- c) The RP implementing agency/NGO engaged for RP implementation will assist DPs during verification of assets and will provide necessary counseling on payment of compensation and assistance.
- d) The RP implementing agency/NGO will assist the project authorities in ensuring a smooth transition (during the part or full relocation of the DPs), helping the DPs to take salvaged materials and shift.
- e) In close consultation with the DPs, the RP implementing agency/NGO will fix the shifting dates agreed with the DPs in writing and the arrangements desired by the DPs with respect to their entitlements.
- f) In case of self-relocation also, the RP implementing agency/NGO will assist the DPs in finding alternative land within the village if so desired by the DPs in consultation with village committee and other beneficiaries in the villages.

E. Relocation Strategy for CPR

108. There are 31 common property resources reported to be affected under the sub-project as provided in table 21 of this RP. The CPRs will be compensated either by cash compensation at replacement cost to the community (registered trust, society or village committee as appropriate) or reconstruction of the community structure in consultation with the affected community. CPR clearing and reconstruction including any ceremonial/religious expenses to relocate such structures will be undertaken by civil works contractors, and the associated costs are incorporated in their contracts.

INCOME RESTORATION AND REHABILITATION

A. Loss of Livelihoods in the Project

109. The project impacts reveal that due to loss of commercial structures 219 households will be getting economically displaced. As per the findings of census survey, 205 owners of commercial structures, 4 owners of residential-cum-commercial structures and 10 tenants doing business activity in commercial establishment will be losing their livelihood due to the project. The details of impact on livelihoods in the project are summarized in the **Table 31**.

Table 31 : Loss of Livelihoods in the Project

Sl. No.	Category of Impact	No. of Household
1	Owners of Commercial Structure	205
2	Owners of Res+Commercial Structure	4
3	Tenant	10
Total		219

110. The above table shows that out of total DPs about 63.6% households are losing livelihood under the project. Income losses due to loss of commercial structure will be restored in a sustainable manner; in addition to subsistence allowance and livelihood allowance, DPs will be provided with skill up-gradation and training.

B. Provisions for Loss of Livelihood

111. The DPs losing their livelihoods includes non-titleholders having commercial structures, and commercial tenants in affected commercial structures under the project. In the case of economically displaced persons, regardless of whether or not they are physically displaced, the EA will promptly compensate for the loss of income or livelihood sources at full replacement cost. The EA will also provide assistance such as credit facilities, training, and employment opportunities so that they can improve, or at least restore, their income-earning capacity, production levels, and standards of living to national minimum standard. The RP implementing agency/NGO will prepare the micro plan with specific income restoration activities for each DPs at such appropriate time to enable the DPs to initiate restore their income in line with the construction schedule.

112. Non-titleholder households losing business structure and livelihood will be compensated for the structure loss and receive transitional assistance as well. The EA will ensure that no physical displacement or economic displacement will occur until:

- (i) compensation at full replacement will be paid to each displaced person for project components or sections that are ready to be constructed;
- (ii) other entitlements listed in the resettlement plan have been provided to displaced persons; and
- (iii) a comprehensive income and livelihood rehabilitation program, supported by an adequate budget, is in place to help displaced persons improve, or at least restore, their incomes and livelihoods.

C. Income Restoration Measures

113. The entitlement proposed for the project has adequate provisions for restoration of livelihood of the affected communities. The focus of restoration of livelihoods is to ensure that

the DPs are able to at least regain national minimum standards. To restore and enhance the economic conditions of the DPs, certain income generation and income restoration programs are incorporated in the RP. To begin with providing employment to the local people during the construction phase will enable them to benefit from the project, reduce the size of intrusive work forces and keep more of the resources spent on the project in the local economy. It will also give the local communities a greater stake and sense of ownership in the project.

114. Among specific rehabilitation measures, capacity building of all the economically displaced persons will be carried out by the project authority. The RP implementing agency/NGO to be engaged under the Project will identify the eligible and most suitable candidate from the family by carry out training need assessment and prepare micro plan for rehabilitation of DPs. The RP implementing agency/NGO will impart training to the selected/eligible DPs for income restoration and skill up-gradation as per the micro plan. The EA will also provide opportunities to displaced persons to derive appropriate development benefits from the project. The vulnerable DPs will be given preference in availing employment opportunities in project construction work. The women headed households also will be taken care of in a case-to-case basis and the RP implementing agency/NGO will help them in forming Self-help Groups (SHGs), establish linkages to available credit facilities, special trainings, and linking them with ongoing govt. schemes. Budget for training in terms of assistance is provided to DPs losing livelihoods and the RP implementing agency/NGO will either organize training programs by employing appropriate resource persons or link the DPs to various ongoing training schemes. Fund for training is provided in the R&R budget keeping in view the average expenditure for ongoing training programs in the project area.

D. Additional Support from Ongoing Poverty Reduction Programs

115. In addition to project-sponsored programs, the RP implementing agency/NGO will play a proactive role to mobilize DPs to get benefits from various government schemes and ensure their accessibility particularly of vulnerable groups. In India, panchayat government systems at the village, block and district levels are now responsible for planning and implementation of all anti-poverty programs funded by the central and state governments. The RP implementing agency/NGO will work with the panchayat governments to make available to the DPs benefits of some of the ongoing pro-poor programs for poverty reduction.

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RESETTLEMENT BUDGET AND FINANCING PLAN

A. Introduction

116. The resettlement cost estimate for this project includes eligible compensation, resettlement assistance and support cost for RP implementation. The support cost, which includes staffing requirement, monitoring and reporting, involvement of RP implementing agency/NGO in project implementation and other administrative expenses are part of the overall project cost. The unit cost for structures and other assets in this budget has been derived through field survey, consultation with affected families, relevant local authorities and reference from old practices. Contingency provisions have also been made to take into account variations from this estimate. Some of the major items of this R&R cost estimate are outlined below:

- compensation for structures (residential/ commercial) and other immovable assets at their replacement cost
- Transitional assistance in lieu of the loss of business and livelihood
- Assistance in lieu of the loss of business/ wage income/ employment and livelihood
- Assistance for shifting of the structures
- Resettlement and Rehabilitation Assistance in the form of Training allowance
- Special assistance to vulnerable groups for their livelihood restoration
- Cost for implementation of RP.

B. Compensation

117. Residential/ Commercial and other structures: For the purpose of cost estimate, average rates of various types of structures are estimated on the basis of latest BSR and market assessment. The average rate for permanent structures without land has been calculated at Rs. 15,000/m², semi-permanent structures have been calculated at Rs. 10,000/m², and temporary structures have been calculated at the rate of Rs. 5,000/m². However, the actual compensation will be calculated by the professional valuer taking into account the latest BSR without depreciation.

118. Compensation for tree: Since private trees are not being affected no cost has been computed.

C. Assistance

119. All non-titleholder DPs losing structures will be eligible for onetime resettlement allowance of Rs. 50,000/- (Rupees Fifty Thousand Only) per affected family.

120. Non-titleholder DPs losing structures (squatters only) and tenants will be eligible for onetime shifting assistance of Rs. 50,000/- (Rupees Fifty Thousand Only) towards transport costs.

121. DPs losing cattle shed will be eligible for Rs. 25,000/- (Rupees Twenty-Five Thousand Only) as assistance for reconstruction of cattle shed.

122. Skill up-gradation training to DPs (one member of the affected family) opted for income restoration. Based on the prevailing training expenditure Rs. 10,000/- (Rupees Ten Thousand Only) per families losing livelihood.

123. Additional onetime assistance of Rs. 25,000 (Rupees Twenty-Five Thousand Only) per affected vulnerable family.

D. Compensation for Community and Government Property

124. The inventory of CPR was conducted under the census survey and the list of the affected CPRs are provided in Appendix3.CPR clearing and reconstruction including any ceremonial/religios expenses to relocate such structures will be undertaken by civil works contractors, and the associated costs are incorporated in their contracts.

E. RP Implementation and Support Cost

125. The unit cost for hiring of the RP implementing agency/NGO has been calculated on a lump sum basis for Rs. 30,00,000/- (Rupees thirtyLakhs Only). The service of RP implementing agency/NGO will be required for 2 to 3 years period. Costs will be updated during implementation if required. A 10% contingency has been added in order to adjust any cost escalation during project implementation. For grievance redress process and carrying out consultation during project implementation a lump sum of Rs. 5,00,000/- (Rupees FiveLakhs only) is provided. The other cost of RP implementation and administrative activities will be a part of existing departmental expenditure. For hiring of an external monitoring agency/expert a lump sum Rs. 5,00,000 (Rupees FiveLakhs only) has been made.

F. R&R Budget

126. The total R&R budget for the proposed project RP works out to Rs. 55.65 million. A detailed indicative R&R cost is given in **Table32**.

Table 32: R&R Budget

Sl. No.	Item	Unit	Rate	Amount in Rupees
A	Compensation for Land	in Acre	Rupees	
1	Compensation for Private Land	0	0	0
			Subtotal A	0
B	Compensation for Structure	in Sq. mtr.		
1	Compensation for Permanent Structure	65	15000	975000
2	Compensation for Semi-Permanent Structure	642	10000	6420000
3	Compensation for Temporary Structure	1322	5000	6610000
			Subtotal B	14005000
C	Compensation for Trees	Number		
1	Fruit Bearing Tree	0	15000	0
2	Timber Tree	0	8000	0
			Subtotal C	0
D	Assistance	Number		

1	Resettlement allowance to all DPs	344	50000	17200000
2	Shifting assistance to DPs losing structure & Tenants	71	50000	3550000
3	Training Assistance	321	10000	3210000
4	Special assistance to Vulnerable DPs	329	25000	8225000
5	Assistance for reconstruction of cattle shed	16	25000	400000
			Subtotal D	32585000
E	RP Implementation Support Cost	Number		
1	Hiring of NGO for RP Implementation	1	2500000	2500000
2	Grievance Redressal Cost	Lump sum	500000	500000
3	Hiring External Monitoring Agency/Expert	1	1000000	1000000
			Subtotal E	4000000
			Total (A+B+C+D+E)	50590000
			Contingency (10%)	5059000
			GRAND TOTAL	55649000

G. Source of Funding and Fund Flow Management

127. The cost related to resettlement will be borne by the EA. The EA will ensure allocation of funds and availability of resources for smooth implementation of the project R&R activities. The EA will, in advance, initiate the process and will try to keep the approval for the R&R budget in the fiscal budget through the ministry of finance. In the case of assistance and other rehabilitation measures, the EA will directly pay the money or any other assistance as stated in the RP to DPs. The RP implementing agency/NGO will be involved in facilitating the disbursement process and rehabilitation program.

GRIEVANCE REDRESS MECHANISM

A. Introduction

128. In the project RP implementation, there is a need for an efficient grievance redress mechanism that will assist the DPs in resolving their queries and complaints. Therefore, formation of Grievance Redress Committee (GRC) will be most important for grievance redress and it is anticipated that most, if not all grievances, would be settled by the GRC.

B. Grievance Redress Mechanism

129. A project-specific grievance redress mechanism (GRM) will be established to receive, evaluate and facilitate the resolution of displaced people's concerns, complaints and grievances about the social and environmental performance at the level of the Project. The GRM will aim to provide a time-bound and transparent mechanism to voice and resolve social and environmental concerns linked to the project. The project-specific GRM is not intended to bypass the government's own redress process, rather it is intended to address displaced people's concerns and complaints promptly, making it readily accessible to all segments of the displaced people and is scaled to the risks and impacts of the project.

130. During project preparation, information regarding GRCs will be disclosed as part of the public consultation process. Grievances related to the implementation of the project will be acknowledged, evaluated, and responded to the complainant with corrective action proposed. The outcome shall also form part of the semi-annual monitoring report that will be submitted to ADB. The decision of the GRCs is binding, unless vacated by the court of law. The GRC will continue to function, for the benefit of the DPs, during the entire life of the project including the maintenance period.

C. Constitution and Function of the GRC

131. The GRC will be headed by the District Collector (DC) or his designated representative. The GRC will have representative from the PIU office, representatives of DPs, particularly of vulnerable DPs, local government representatives, representative of local NGOs and other interest groups. The GRC will meet at least once in each 15 days. Other than disputes relating to ownership rights under the court of law, GRC will review grievances involving all resettlement benefits, compensation, relocation, and other assistance. At least one member from each Panchayat will be a woman. The Committee will co-opt a member from each of the affected Panchayat institution when dealing with matters coming from a particular panchayat. Some of the specific functions of the GRC will be as following:

- To provide support for the DPs on problems arising out of land/property acquisition like award of compensation and value of assets;
- To record the grievances of the DPs, categorize and prioritize the grievances that needs to be resolved by the Committee and solve them within a month;
- To inform PIU of serious cases within an appropriate time frame; and
- To report to the aggrieved parties about the development regarding their grievance and decision of PIU.

132. It is proposed that GRC will meet regularly (at least twice in a month) on a pre-fixed date. The committee will look into the grievances of the people and will assign the responsibilities to implement the decisions of the committee. The claims will be reviewed and

resolved within 15 days from the date of submission to the committee. All Grievances will be routed through the RP implementing agency/NGO to the GRC. Through public consultations, the DPs will be informed that they have a right to grievance redress. The DPs can call upon the support of the RP implementing agency/NGO to assist them in presenting their grievances or queries to the GRC. The RP implementing agency/NGO will act as an in-built grievance redress body. The DPs, who would not be satisfied with the decision of the GRC, will have the right to take the grievance to the BSRDC Head Office for its redress. Failing the redressal of grievance at BSRDC, the DPs may take the case to Judiciary. Taking grievances to Judiciary will be avoided as far possible and the RP implementing agency/NGO will make utmost efforts at reconciliation at the level of GRC. All grievances received (written or oral) and their redress will be recorded and documented properly. The EA will ensure that, such records will be made available to the external monitor or ADB review mission on request. All the GRC related expenses will be borne by the project.

133. People who are, or may in the future be, adversely affected by the project may submit complaints to ADB's Accountability Mechanism. The Accountability Mechanism provides an independent forum and process whereby people adversely affected by ADB-assisted projects can voice, and seek a resolution of their problems, as well as report alleged violations of ADB's operational policies and procedures. Before submitting a complaint to the Accountability Mechanism, affected people should make a good faith effort to solve their problems by working with the concerned ADB operations department. Only after doing that and if they are still dissatisfied, should they approach the Accountability Mechanism.¹⁸

¹⁸

For further information see: <http://www.adb.org/Accountability-Mechanism/default.asp>.

INSTITUTIONAL ARRANGEMENT

A. Institutional Requirement

134. For implementation of RP there will be a set of institutions involve at various levels and stages of the project. For successful implementation of the RP the proposed institutional arrangement with their role and responsibility has been outlined in this section. The primary institutions, who will be involved in this implementation process, are the following:

- Bihar State Road Development Corporation (BSRDC), Government of Bihar
- Project Implementation Unit (PIU)
- RP implementing agency/NGO
- Village Level Committee (VLC)
- District Grievance Redress Committee (GRC)
- Construction Supervision Consultant (CSC)/Authority Engineer (AE)

B. Executing Agency

135. The Executing Agency (EA) for the Project is BSRDC, Government of Bihar. The EA, headed by MD will have overall responsibility for implementation of loan and will also be responsible for the overall coordination among ADB, Government of Bihar. BSRDC has already set up a Project Implementation Unit (PIU) for implementation for the project which will be functional for the whole Project duration.

C. Resettlement Management at PIU

136. For resettlement activities, PIU will do the overall coordination, planning, implementation, and financing and monitoring. The PIU is headed by Deputy General Manager (DGM) and assisted by two Managers. Each of the Managers will be responsible for looking after the Land Acquisition and R&R activities of respective sections i.e. North and South sections. The PIU will hire an RP implementing agency/NGO for supporting implementation of resettlement activities in the project. The PIU will maintain all databases, work closely with DPs and other stakeholders and monitor the day today resettlement activities. Some of the specific functions of the PIU with regards to resettlement management will include:

- Overall responsibility of implementation and monitoring of R&R activities in the Project;
- Ensure availability of budget for R&R activities;
- Liaison lined agencies support for land acquisition and implementation of RP;
- Selection and appointment of the RP implementing agency/NGO.
- Coordinating with line Departments, PIU, RP implementing agency/NGO and CSC/AE.
- Monitor physical and financial progress on land acquisition and R&R activities;
- Participate in regular meetings in GRC; and
- Organize monthly meetings with the RP implementing agency/NGO to review the progress on R&R

D. RP implementing agency/NGO

137. Involuntary resettlement is a sensitive issue and strong experience in R&R matters along with community related skills will be required by the PIU in order to build a good rapport with the affected community and facilitate satisfactory R&R of the DPs. To overcome this deficiency, experienced and well-qualified RP implementing agency/NGO in this field will be engaged to assist the PIU in the implementation of the RP. The RP implementing agency/NGO would play the role of a facilitator and will work as a link between the PIU and the affected community. RP implementing agency/NGO will assist DPs in income restoration by preparing micro plan and guiding to access into various ongoing government development schemes and agencies providing financial assistance and loan. Taking into account the significant role of the RP implementing agency/NGO in RP implementation, it is extremely important to select NGO that are capable, genuine and committed to the tasks assigned in order to ensure the success of the Plan. The Terms of Reference for the RP implementing agency/NGO is appended as **Appendix:6**.

138. The roles and responsibilities of various agencies to be involved in resettlement planning process and implementation of resettlement activities are summarized in **Table33**.

Table 33 : Agencies Responsible for Resettlement Implementation

Key Agency	Responsibility
EA (BSRDC)	<ul style="list-style-type: none"> • Make final decision on roads to be included under the project • Overall responsibility for project design, feasibility, construction and operation and guide PIU • Ensure that sufficient funds are available to properly implement all agreed social safeguards measures • Ensure that all project comply with the provisions of ADB's SPS 2009 and Gol's policies and regulations • Submit semi-annual safeguards monitoring reports to ADB
Project Implementation Unit (PIU)	<p>(a) District Level</p> <ul style="list-style-type: none"> • Disseminate project information to the project affected community with assistance from DPR Consultants • Ensure establishment of Grievance Redress Committee at the district level for grievance redress with assistance from DPR Consultants <p>(b) Field Level</p> <ul style="list-style-type: none"> • Disclosure of project information in public spaces and through relevant media. • Disseminate project information to the community in coordination with DPR Consultants • Facilitate the socioeconomic survey and census • Facilitate consultation by the civil works contractor with community throughout implementation • Oversee land acquisition and coordinate with Deputy Commissioner • Supervise the mitigation measures during implementation and its progress • Conduct internal monitoring and prepare reports
Detailed Project Report (DPR) Consultants	<ul style="list-style-type: none"> • Undertake consultations involving community and DPs • Prepare due diligence report if no land acquisition • Encourage community/ DPs to voluntarily participate during the implementation
RP Implementing agency/NGO	<ul style="list-style-type: none"> • Assist in the implementation of the RP if involuntary resettlement is identified.

Key Agency	Responsibility
Construction Supervision Consultant (CSC)/ Authority Engineer (AE)	<ul style="list-style-type: none"> • Provide technical support and advise to the IAs in the implementation of the RP specifically for addressing complaints and grievances and participate in resolving issues as a member of the GRC • Monitor and assist the RP implementing agency/NGO by providing Technical Support and advice during implementation of RP. • Provide technical advice and on the job training to the contractors as necessary • Preparation of semi-annual monitoring reports based on the monitoring checklists and submission to RDA for further submission to ADB • Act as External Monitor for project with significant impact
Contractor	<ul style="list-style-type: none"> • Consult community and PIU regarding location of construction camps • Sign agreement with titleholder for temporary use of land and restore the land to equal or better condition upon completion • Commence construction only when alignment is free of encumbrance • Respond in a timely fashion to recommendations from GRCs
District level officials	<ul style="list-style-type: none"> • Provide any existing socioeconomic information, maps and other related information to DPR Consultant prior to the field data/information collection activities. • Act as the local focal point of information dissemination • Execute land acquisition process
Community Based Organizations	<ul style="list-style-type: none"> • Ensure the community participation at various stages of the project • Coordination with stakeholder organizations • Assist in Monitoring of the project • Providing indigenous knowledge as required
Village Level Committee	<ul style="list-style-type: none"> • Provide correct and accurate data and information from project formulation stage • Assist the project team to implement the project smoothly • Arrange proper community participation
ADB	<ul style="list-style-type: none"> • Review due diligence report/RP and endorse or modify the project classification • Review planning documents and disclose the draft and final reports on the ADB's website as required • Monitor implementation through review missions • Provide assistance to the EA and IA of project, if required, in carrying out its responsibilities and for building capacity for safeguard compliance • Monitor overall compliance of the project to ADB SPS

E. Capacity Building on RP in the EA

139. The BSRDC has already established a PIU headed by a DGM dealing with the land acquisition and resettlement for other projects. These officers have been working closely with the consultant team for the preparation of RP. The designated officials from BSRDC were also actively participated during the preparation of LA Plan and census survey. Capacity building training was also initiated through a series of consultations and informal orientation sessions in the local administration level especially in the local revenue offices. The concerned district collector was also informed about the project and the local revenue officials were consulted for collection of relevant land data and land holders' details. During, the preparation of RP and especially, during the land acquisition and resettlement survey, concerned officials were informed about their role during the implementation of RP particularly during the disbursement of compensation, assistance and relocation etc.

140. To allow an effective execution of all RP related tasks some expansion of the capacity on RP currently available at EA/PIU may be needed. As soon as the project will become effective BSRDC will carry out a capacity need assessment and will define the capacity building activities and if needed the additional experts required. All concerned staff at PIU level involved in land acquisition and resettlement activities will undergo an orientation and training in ADB resettlement policy and management. The ADB's PPTA consultant's resettlement specialist will organize a training workshop and provide training to the PIU staff. Broadly, the training will cover various topics such as (i) Principles and procedures of land acquisition; (ii) Public consultation and participation; (iii) Entitlements and compensation & assistance disbursement mechanisms; Grievance redress; and (iv) Monitoring of resettlement operations. These will be covered through a formal workshop by the consultant under the ongoing technical assistance program. The specific components under the training will cover the following:

- Understanding of the ADB Policy Guidelines and requirements and differences between country policy and laws
- Understanding of the policy and procedure adopted for the Project
- Understanding of the Implementation Schedule activities step-by-step
- Understanding of the Monitoring and reporting mechanism
- Understanding of the economic rehabilitation measures

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IMPLEMENTATION SCHEDULE

A. Introduction

141. Implementation of RP mainly consists of compensation to be paid for affected structures and rehabilitation and resettlement activities. The time for implementation of resettlement plan will be scheduled as per the overall project implementation. All activities related to the land acquisition and resettlement must be planned to ensure that compensation is paid prior to displacement and commencement of civil works. The EAs and PIUs will ensure that no physical or economic displacement of displaced households will occur until: (i) compensation at full replacement cost has been paid to each displaced person for project components or sections that are ready to be constructed; (ii) other entitlements listed in the resettlement plan are provided to the displaced persons; and (iii) a comprehensive income and livelihood rehabilitation program, supported by adequate budget, is in place to help displaced persons, improve, or at least restore, their incomes and livelihoods. Furthermore, all RPs will be revised during detailed design, and the updated RPs will be approved by government and ADB and disclosed prior to implementation. Public consultation, monitoring and grievance redress will be undertaken intermittently throughout the project duration. However, the schedule is subject to modification depending on the progress of the project activities. The civil works contract for each project will only be awarded after all compensation and relocation has been completed for project and rehabilitation measures are in place.

B. Schedule for Project Implementation

142. The proposed project R&R activities are divided into three broad categories based on the stages of work and process of implementation. The details of activities involved in these three phases like Project Preparation phase, RP Implementation phase, Monitoring and Reporting period are discussed in the following paragraphs.

C. Project Preparation Phase

143. The major activities to be performed in this period include establishment of PIU at project level; submission of RP for ADB approval; appointment of NGO and establishment of GRC etc. The information campaign and community consultation will be a process initiated from this stage and will go on till the end of the project.

D. RP Implementation Phase

144. After the project preparation phase the next stage is implementation of RP which includes issues like compensation of award by EA; payment of all eligible assistance; relocation of DPs; initiation of economic rehabilitation measures; site preparation for delivering the site to contractors for construction and finally starting civil work.

E. Monitoring and Reporting Period

145. As mentioned earlier the monitoring will be the responsibility of PIU and RP implementing agency/NGO and will start early during the project when implementation of RP starts and will continue till the completion of the project. Keeping in view the significant involuntary resettlement impacts, an external monitoring and reporting expert will be hired for the project.

MONITORING AND REPORTING

A. Need for Monitoring and Reporting

147. Monitoring and reporting are critical activities in involuntary resettlement management in order to ameliorate problems faced by the DPs and develop solutions immediately. Monitoring is a periodic assessment of planned activities providing midway inputs. It facilitates change and gives necessary feedback of activities and the directions on which they are going. In other words, monitoring apparatus is crucial mechanism for measuring project performance and fulfilment of the project objectives.

B. Monitoring in the Project

148. RP implementation for the project by the RP implementing agency/NGO will be closely monitored by the EA. Keeping in view the significance of resettlement impacts of the project and being categorised overall as 'A', the monitoring mechanism for this project will have both internal monitoring by PIU and external monitoring by an external expert.

C. Monitoring by PIU

149. One of the main roles of PIU will be to see proper and timely implementation of all activities in RP. Monitoring will be a regular activity for PIU and Resettlement Officer at this level will see the timely implementation of R&R activities. Monitoring will be carried out by the PIU and RP implementing agency/NGO and will prepare monthly reports on the progress of RP Implementation. PIU will collect information from the project site and assimilate in the form of monthly report to assess the progress and results of RP implementation and adjust work program where necessary, in case of delays or any implementation problems as identified. This monitoring will form parts of regular activity and reporting on this will be extremely important in order to undertake mid-way corrective steps. The monitoring by PIU will include:

- (i) **administrative monitoring:** daily planning, implementation, feedback and trouble shooting, individual DP database maintenance, and progress reports;
- (ii) **socio-economic monitoring:** case studies, using baseline information for comparing DP socio-economic conditions, evacuation, demolition, salvaging materials, morbidity and mortality, community relationships, dates for consultations, and number of appeals placed; and
- (iii) **impact monitoring:** Income standards restored/improved, and socioeconomic conditions of the displaced persons. Monitoring reports documenting progress on resettlement implementation and RP completion reports will be provided by the PIU for review and approval from ADB.

D. External Monitoring

150. The monitoring of RP will be undertaken by external monitor hired by the EA. However, as experienced in some of the previous projects the Social Development Monitoring Expert of the CSC/Authority Engineer can also be engaged and in that case the cost mentioned in the R&R budget will be adjusted accordingly. The main objective of this monitoring is to supervise overall monitoring of the project and submit a biannual report to determine whether resettlement goals have been achieved, more importantly whether livelihoods and living standards have been restored/ enhanced and suggest suitable recommendations for improvement. The external monitoring consultant will be mobilized within three months of loan approval and the monitoring

will be carried out intermittently during the RP implementation. The external monitor will assess resettlement outcomes, their impacts on the standards of living of displaced persons, and whether the objectives of the resettlement plan have been achieved by taking into account the baseline conditions and the results of resettlement monitoring. The EM will undertake a post-resettlement evaluation of the effectiveness of RP implementation with comparison to baseline information.

151. The ToR for External monitoring is attached as **Appendix: 6**. The key tasks during external monitoring will include:

- Review and verify the monitoring reports prepared by PIU;
- Review of socio-economic baseline census information of pre-displaced persons and conduct (if necessary) baseline survey;
- Identification and selection of impact indicators;
- Impact assessment through formal and informal surveys with the displaced persons;
- Consultation with APs, officials, community leaders for preparing review report;
- Assess the resettlement efficiency, effectiveness, impact and sustainability, drawing lessons for future resettlement policy formulation and planning.

152. The following should be considered as the basis for indicators in monitoring of the project:

- socio-economic conditions of the DPs in the post-resettlement period;
- communication and reactions from DPs on entitlements, compensation, options, alternative developments and relocation timetables etc.;
- changes in housing and income levels;
- rehabilitation of informal settlers;
- valuation of property;
- grievance procedures;
- disbursement of compensation; and
- level of satisfaction of DPs in the post resettlement period.

E. Stages of Monitoring

153. Considering the importance of the various stage of project cycle, the EA will handle the monitoring at each stage as stated below:

F. Preparatory Stage

154. During the pre-relocation phase of resettlement operation, monitoring is concerned with administrative issues such as, establishment of resettlement unit, budget, land acquisition, consultation with APs in the preparation of resettlement plan, payments of entitlement due, grievance redresses and so on. The key issue for monitoring will be:

- Conduct baseline survey
- Consultations
- Identification of AP and the numbers
- Identification of different categories of DPs and their entitlements
- Collection of gender disaggregated data

- Inventory and losses survey
- Asset inventory
- Entitlements
- Valuation of different assets
- Budgeting
- Information dissemination
- Institutional arrangements
- Implementation schedule review, budgets and line items expenditure

G. Relocation Stage

155. Monitoring during the relocation phase covers such issues as site selection in consultation with APs, development of relocation sites, assistance to DPs (especially to vulnerable groups) in physically moving to the new site. Likewise, aspects such as adjustment of DPs in the new surroundings, attitude of the host population towards the new comers and development of community life are also considered at this stage. The key issue for monitoring will be:

- Payment of compensation
- Delivery of entitlement
- Grievance handling
- Preparation of resettlement site, including civic amenities (water, sanitation, drainage, paved streets, electricity)
- Consultations
- Relocation
- Payment of compensation
- Livelihood restoration assistance and measures

H. Rehabilitation Stage

156. Once DPs have settled down at the new sites, the focus of monitoring will shift to issues of economic recovery programs including income restoration measures, acceptance of these schemes by DPs, impact of income restoration measures on living standards, and the sustainability of the new livelihood patterns. The key issue for monitoring will be:

- Initiation of income generation activities
- Provision of basic civic amenities and essential facilities in the relocated area
- Consultations
- Assistance to enhance livelihood and quality of life

I. Monitoring Indicators

157. The most crucial components/indicators to be monitored are specific contents of the activities and entitlement matrix. The RP contains indicators and benchmarks for achievement of the objectives under the resettlement program. These indicators and benchmarks are of three kinds:

- Process indicators including project inputs, expenditures, staff deployment, etc.
- Output indicators indicating results in terms of numbers of affected people compensated and resettled, training held, credit disbursed, etc and

- Impact indicators related to the longer-term effect of the project on people's lives.

158. Some of the indicative monitoring indicators are as following and a sample land acquisition planning and monitoring form is presented in the **Annexure: 6**.

1. Delivery of Entitlements

- Entitlements disbursed, compared with number and category of losses set out in the entitlement matrix.
- Disbursements against timelines.
- Identification of the displaced persons losing land temporarily, e.g. through soil disposal, borrow pits, contractors' camps, been included.
- Timely disbursements of the agreed transport costs, relocation costs, income substitution support, and any resettlement allowances, according to schedule.
- Provision of replacement land plots.
- Quality of new plots and issue of land titles.
- Construction of relevant community infrastructure.
- Restoration of social infrastructure and services.
- Progress on income and livelihood restoration activities being implemented as set out in the income restoration plan, for example, utilizing replacement land, commencement of production, the number of the displaced persons trained in employment with jobs, microcredit disbursed, number of income-generating activities assisted.
- Affected businesses receiving entitlements, including transfer and payments for net losses resulting from lost business.

2. Consultation and Grievances

- Consultations organized as scheduled including meetings, groups, and community activities.
- Knowledge of entitlements by the displaced persons.
- Use of the grievance redress mechanism by the displaced persons.
- Information on the resolution of the grievances.
- Information on the implementation of the social preparation phase.
- Implementation of special measures for Indigenous Peoples.

3. Communications and Participation

- Number of general meetings (for both men and women).
- Percentage of women out of total participants.
- Number of meetings exclusively with women.
- Number of meetings exclusively with vulnerable groups.
- Number of meetings at new sites.
- Number of meetings between hosts and the displaced persons.
- Level of participation in meetings (of women, men, and vulnerable groups).
- Level of information communicated—adequate or inadequate.
- Information disclosure.
- Translation of information disclosure in the local languages.

4. Budget and Time Frame

- Land acquisition and resettlement staff appointed and mobilized on schedule for the field and office work.

- Capacity building and training activities completed on schedule.
- Achieving resettlement implementation activities against the agreed implementation plan.
- Funds allocation for resettlement-to-resettlement agencies on time.
- Receipt of scheduled funds by resettlement offices.
- Funds disbursement according to the resettlement plan.
- Social preparation phase as per schedule.
- Land acquisition and occupation in time for implementation.

5. Livelihood and Income Restoration

- Number of displaced persons under the rehabilitation programs (women, men, and vulnerable groups).
- Number of displaced persons who received vocational training (women, men, and vulnerable groups).
- Types of training and number of participants in each.
- Number and percentage of displaced persons covered under livelihood programs (women, men, and vulnerable groups).
- Number of displaced persons who have restored their income and livelihood patterns (women, men, and vulnerable groups).
- Number of new employment activities.
- Extent of participation in rehabilitation programs.
- Extent of participation in vocational training programs.
- Degree of satisfaction with support received for livelihood programs.
- Percentage of successful enterprises breaking even (women, men, and vulnerable groups).
- Percentage of displaced persons who improved their income (women, men, and vulnerable groups)
- Percentage of displaced persons who improved their standard of living (women, men, and vulnerable groups)
- Number of displaced persons with replacement agriculture land (women, men, and vulnerable groups)
- Quantity of land owned/contracted by displaced persons (women, men and vulnerable groups)
- Number. of households with agricultural equipment
- Number of households with livestock

6. Benefit Monitoring

- Noticeable changes in patterns of occupation, production, and resource use compared to the pre-project situation.
- Noticeable changes in income and expenditure patterns compared to the pre-project situation.
- Changes in cost of living compared to the pre-project situation.
- Changes in key social and cultural parameters relating to living standards.
- Changes occurred for vulnerable groups.
- Benefiting from the project by the displaced persons.

J. Reporting Requirements

159. The PIU, responsible for supervision and implementation of the RP will prepare monthly progress reports on resettlement activities and submit semi-annual reports to ADB.

160. The external monitoring expert responsible for monitoring of the RP implementation will submit a semi-annual review report to PIU to determine whether resettlement goals have been achieved, more importantly whether livelihoods and living standards have been restored/enhanced and suggest suitable recommendations for improvement.

161. All the resettlement monitoring reports will be disclosed to DPs as per procedure followed for disclosure of resettlement documents by the EA. The monitoring reports will also be disclosed on ADB Website.

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APPENDIX 1: CENSUS SURVEY QUESTIONNAIRE

Bihar State Highways Project -3 (Phase-2)

Census Questionnaire for PAPs

1. General

A. Road Name: B. Questionnaire No:

C. Name of the Village: G. Name of Block:

C. Name of District: F. Thana No:

G. Plot No: H. Km/Chainage:

2. Ownership of Affected Land

1. Ownership of the Land

1. Private 2. Government 3. Religious 4. Community 5. Others:

2. Type of Land

1. Irrigated 2. Non-irrigated 3. Barren 4. Fallow 5. Residential

6. Commercial 7. Pond 8. Others:

3. Use of Land

1. Cultivation 2. Orchard 3. Residential 4. Commercial 5. Forestation

6. No Use/Barren 7. Other:

4. Affected area of the Land/Plot (in Acre):

5. Total Area of the affected Land/Plot (in Acre):

6. Total Land Holding of the Affected Parties (in Acre)

1. Irrigated: 2. Non-irrigated:

3. Other: 4. Total:

7. Status of Ownership

1. Titleholder 2. Customary Right 3. License from Legal Authority

4. Encroacher 5. Squatter 6. Other (specify):

8. Type of Private Ownership

1. Individual/Single 2. Joint/Shareholders 3. Other (specify):

9. Name of the Owner/Occupier (s):

10. Father's Name:

11. Rate of the Land (Per Acre)

1. Market Rate: 2. Revenue Rate:

12. Any of the following persons associated with the Land

A. Agricultural Labourer 1. Yes 2. No

Name (i) (ii)

B. Tenant/Lessee 1. Yes 2. No

Name (i) (ii)

C. Sharecropper 1. Yes 2. No

Name (i) (ii)

(Use supplementary sheet for any additional DPs under Question-12)

3. Details of Affected Non-land Assets

13. Any structure in the Affected Land 1. Yes _____ 2. No _____

14. Distance of the main structure from centerline of the road (in mtr.) _____

15. Distance of boundary wall (if any) from centerline of the road (in mtr.) _____

16. Area of the affected structure (in Square Meter)
 a) Length _____ b) Width _____ c) Height _____

17. Area of the boundary wall only (in Meter): a) Length _____ b) Height _____

18. Area of the total structure (in Square Meter)
 a) Length _____ b) Width _____ c) Height _____

19. Scale of impact on structure
 (a) Up to 25% (b) > 25% and < 50% (c) > 50% and > 75% (d) > 75%

20. Type of Construction of the Structure
 1. Temporary (buildings with mud/brick/wood made walls, thatched/in roof)
 2. Semi-Permanent (buildings, with tiled roof and normal cement floor)
 3. Permanent (with RCC, Single/ Double storey building)

21. Type of Construction of the Boundary Wall *(use code from Question: 20)*

22. Age of the Structure (in years): _____

23. Market Value of the Structure (in Rs) _____

24. Use of the Structure *(select appropriate code from below)*

A. Residential Category
 1. House 2. Hut 3. Other (specify): _____

B. Commercial Category
 4. Shops 5. Hotel 6. Small Eatery 7. Jiosh 8. Farm House
 9. Petrol Pump 10. Clinic 11. STD Booth 12. Workshop 13. Vendors
 14. Com. Complex 15. Industry 16. Pvt. Office 17. Other.....

C. Mixed Category
 18. Residential-cum-Commercial Structure

D. Community Type
 19. Community Center 20. Club 21. Trust 22. Memorials 23. Other: _____

E. Religious Structure
 24. Temple 25. Church 26. Mosque 27. Gurudwara 28. Shrines
 29. Sacred Grove 30. Other: _____

F. Government Structure
 31. Government Office 32. Hospital 33. School 34. College
 35. Bus Stop 36. Other: _____

G. Other Structures
 37. Boundary Wall 38. Foundation 39. Cattle Shed 40. Other: _____

25. Type of Business/ Profession by Head of Household: _____

26. Status of the Structure
 1. Legal Titleholder 2. Customary Right 3. License from Local Authority
 4. Encroacher 5. Squatter 6. Other: _____

27. Any of the following people associated with the Structure?
 1. Tenant in the structure 1. Yes 2. No
 Name (i) _____ (ii) _____
 (iii) _____ (iv) _____

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B. Employee/ wage earner in commercial structure 1. Yes 2. No
 Name (i) _____ (ii) _____
 (iii) _____ (iv) _____

C. Employee/ wage earner in residential structure 1. Yes 2. No
 Name (i) _____ (ii) _____
(Use supplementary sheet for any of the DPs under Question-27)

28. Number of trees within the affected area
 1. Fruit Bearing _____ 2. Non-fruit Bearing _____ 3. Total _____

4. Details of Affected Household

29. Social Category of AP
 1. SC 2. ST 3. OBC 4. General 5. Others _____

30. Religious Category
 1. Hindu 2. Muslim 3. Christian 4. Buddhist 5. Jain 6. Other _____

31. Number of family members Male _____ Female _____ Total _____

32. Number of family members with following criteria
 1. Unmarried Son/brother > 18 years _____ 2. Unmarried Daughter/Sister > 18 years _____
 3. Divorcee/Widow _____ 4. Minor Orphan _____

33. Vulnerability Status of the Household:
 1. Woman headed household 2. Headed by elderly / physically disabled person?
 3. Below Poverty Line (BPL) 4. Other: _____

34. Annual income of the family Rs. _____

35. If displaced, do you have additional land to shift? 1. Yes 2. No

36. Resettlement/ Relocation Option
 1. Self Relocation 2. Project Assisted Relocation

37. Compensation Option for Land loser
 1. Land for land loss 2. Cash for Land loss

38. Compensation Options for Structure loser
 1. Structure for structure loss 2. Cash for Structure loss

39. Income Restoration Assistance (fill codes in preferred order)
 1. Employment Opportunities in Construction work
 2. Assistance/ Loan from other ongoing development scheme
 3. Vocational Training 4. Others specify _____

40. Total number of women above 15 years of age in the family _____

41. Are women in the family included in financial decision-making 1. Yes 2. No

42. Are women in the family included in social decision-making 1. Yes 2. No

43. Do women exclusively own any of the following assets?

S.N.	Assets	(1. Yes 2. No)
1	Land (Homestead or Farm Land)	
2	House	
3	Four Wheeler (Car/tractor etc.)	
4	Two Wheeler (Scooter/ Cycle etc.)	
5	Cell Phone	
6	Personal Computer	
7	Any Other _____	

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44. Are the women in the family have a separate bank account? 1. Yes 2. No

45. Any women of your family are the member in SHGs? 1. Yes 2. No

46. If yes, will the relocation affect their work? 1. Yes 2. No

If yes in Question 47, Please explain.....

47. Do any women members in your family have received any benefit from Government Schemes?

S.N.	Type of Benefit	Name of Scheme	(1. Yes 2. No)
1	Loan		
2	House		
3	Employment		
4	Training		
5	Any Other		

48. Details of Family Members: (fill appropriate code)

Sl. No.	Name of the Family Member	Age	Sex	Marital Status	Education	Occupation
		in years	1. Male 2. Female 3. Other	1. Married 2. Unmarried 3. Widow 4. Widower 5. Others	1. Illiterate 2. Literate 3. Up to middle 4. Below metric 5. Metric 6. Graduate 7. Above Grad.	1. Service 2. Business 3. Agriculture 4. Study 5. Retired 6. Labour 7. Unemployed 8. Professional 9. Below 6 years 10. Old/Inactive
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						

Note: Please add a separate sheet if required.

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Supplementary Sheet1 for Occupiers/Tenant

- 1 Census Questionnaire/Survey No. _____
- 2 Name of the Owner: _____
- 3 Name of the Occupier: _____
- 4 Father's Name of Occupier: _____
5. Status of Occupier
 - A. Agricultural Laborer B. Agricultural Tenant/Lessee C. Sharecropper
 - D. Tenant in structure E. Employee/ wage earner in Residential/Commercial Structure
- 6 Social Category of AP
 - 1. SC 2. ST 3. OBC 4. General 5. Others (specify) _____
7. Religious Category
 - 1. Hindu 2. Muslim 3. Christian 4. Buddhist
 - 5. Jain 5. Other (specify) _____
- 8 Number of family members Male..... Female..... Total.....
9. Vulnerability Status of the Household.
 - A. Is it a woman headed household? 1. Yes 2. No
 - B. Is it headed by physically/mentally challenged person? 1. Yes 2. No
 - C. Is it a household Below Poverty Line (BPL). 1. Yes 2. No
- 10 Annual income of the family Rs _____
11. Income Restoration Assistance (fill codes in preferred order)
 - 1. Employment Opportunities in Construction work
 - 2. Assistance/ Loan from other ongoing development scheme
 - 3. Vocational Training 4. Others (specify _____)

12. Details of Family Members: (fill appropriate code)

S. N	Name of the Family Member	Age In Years	Sex 1. Male 2. Female 3. Other	Marital Status 1. Married 2. Unmarried 3. Widow 4. Widower 5. Others	Education 1. Illiterate 2. Literate 3. Up to middle 4. Below metric 5. Metric 6. Graduate 7. Above Grad. 8. Below 6 year	Occupation 1. Service 2. Business 3. Agriculture 4. Study 5. Housewife 6. Labour 7. Unemployed 8. Professional 9. Below 5 years 10. Old/ inactive 11. Others
1						
2						
3						
4						
5						
6						
7						

¹ Add more sheets as applicable

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APPENDIX 2: LIST OF DISPLACED PERSONS

S.No.	Name of the Village	Name of Block	Chainage Kilometer	Name of the Owner	Area of the Affected Structure (sq.m)	Scale of Impact (In %)	Type of Construction of Structure	Use of Structure	Type of Business	Status of Structure	Tenant	Social Category	Vulnerability
1	Chhawni	Bettiah	0.400	Bismillah Khatoon	6.3	0-25	Semi Perma	Shop	Labour	Encroacher	Ram Balak Ram	GEN	WHH
2	Chhawni	Bettiah	0.400	Pramod Yadav	3.75	26-50	Temp	Shop	Shopkeeper	Encroacher		OBC	BPL
3	Chhawni	Bettiah	0.400	Abdul Karim	14	0-25	Permanent	House	Business	Encroacher		GEN	BPL
4	Chhawni	Bettiah	0.400	Abdul Raheem Khan	8.76	51-75	Semi Perma	Resi+Com	Shopkeeper	Encroacher		GEN	BPL
4	Chhawni	Bettiah	0.400	Abdul Raheem Khan	4	76-100	Temp	Kiosk		Squatter			
5	Chhawni	Bettiah	0.500	Nasha Khaton	9.52	26-50	Semi Perma	Resi+Com	Business	Encroacher		GEN	BPL
6	Chhawni	Bettiah	0.500	Asgar Sah	26.25	51-75	Temp	Cattle Shed	Farmer	Encroacher		OBC	BPL
7	Chhawni	Bettiah	0.600	Reyaz Mastan	36	76-100	Temp	House	Labour	Squatter		GEN	BPL
8	Chhawni	Bettiah	0.600	Munshi Yadav	2.25	0-25	Semi Perma	House	Farmer	Encroacher		OBC	NIL
9	Chhawni	Bettiah	0.700	Santosh yadav	9.3	26-50	Temp	Cattle Shed	Labour	Squatter		OBC	BPL
10	Chhawni	Bettiah	0.700	Krishna Yadav	4.84	76-100	Temp	Kiosk	Labour	Squatter		OBC	BPL
11	Chhawni	Bettiah	0.800	Gayatri Yadav	20.88	51-75	Semi Perma	House	Labour	Encroacher		OBC	WHH
12	Chhawni	Bettiah	0.800	Mukul yadav	BW	76-100	Semi Perma	Boundary Wall	Business	Squatter		OBC	NTH
13	Chhawni	Bettiah	0.800	Harichandra Yadav	4	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
14	Mehediyabadi	Bettiah	1.000	Ainullah Miyan	19.36	76-100	Temp	Shop	Shopkeeper	Encroacher		OBC	BPL
15	Mehediyabadi	Bettiah	1.300	Md Kayamuddin Miya	2.4	0-25	Semi Perma	Shop	Business	Squatter		GEN	BPL
15	Mehediyabadi	Bettiah	1.300	Md Kayamuddin Miya	5.5	26-50	Semi Perma	Shop		Squatter			
16	Mehediyabadi	Bettiah	1.400	Ashma Khatoon	4	51-75	Temp	Shop	Shopkeeper	Squatter		OBC	BPL
17	Mehediyabadi	Bettiah	1.400	Meraj Ansari	2.5	26-50	Temp	Hut	Labour	Squatter		OBC	BPL
18	Mehediyabadi	Chanpatiya	1.400	Gator miya	1.6	26-50	Temp	Shop	Labour	Squatter		GEN	BPL
19	Mehediyabadi	Chanpatiya	1.400	Beli miya	1.8	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	NTH
20	Kudhiya Kothi	Chanpatiya	2.400	Md Dewan	0.75	26-50	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
21	Kudhiya Kothi	Chanpatiya	3.100	Ghughuli choudhary	9.4	51-75	Temp	Hut	Labour	Squatter		SC	SC
22	Kudhiya Kothi	Chanpatiya	3.100	Raghunath Choudhary	2.4	76-100	Temp	Kiosk	Shopkeeper	Squatter		SC	SC

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22	Kudhiya Kothi	Chanpatiya	3.100	Raghunath Choudhary	7.5	26-50	Temp	House		Encroacher			
23	Kudhiya Kothi	Chanpatiya	3.100	Ashok Choudhary	13	26-50	Temp	Small Eatery	Labour	Encroacher		SC	SC
24	Kudhiya Kothi	Chanpatiya	3.100	Sanjay Choudhary	2.65	0-25	Temp	Shop	Business	Squatter		SC	SC
25	Kudhiya Kothi	Chanpatiya	3.100	Vagrati devi	5.6	26-50	Permanent	Small Eatery	Business	Squatter		SC	SC
26	Kudhiya Kothi	Chanpatiya	3.200	Guddu choudhary	3.5	0-25	Permanent	House	Labour	Encroacher		SC	SC
27	Kudhiya Kothi	Chanpatiya	3.200	Dadolal choudhary	1.98	51-75	Temp	Kiosk	Shopkeeper	Squatter		SC	SC
28	Kudhiya Kothi	Chanpatiya	3.200	Dinesh Paswan	3.35	0-25	Semi Perma	House	Labour	Squatter		SC	SC
29	Kudhiya Kothi	Chanpatiya	3.200	Ravila Paswan	2.4	0-25	Temp	Shop	Labour	Encroacher		SC	SC
30	Kudhiya Kothi	Chanpatiya	3.200	Rajendra paswan	3.42	76-100	Temp	Kiosk	Shopkeeper	Squatter		SC	SC
31	Kudhiya Kothi	Chanpatiya	3.200	Surinder paswan	3	0-25	Temp	Shed	Labour	Squatter		SC	SC
32	Kudhiya Kothi	Chanpatiya	3.200	Nirpal Dhanger	1.8	0-25	Temp	House	Labour	Squatter		SC	SC
33	Kudhiya Kothi	Chanpatiya	3.200	Mahesh Dhanger	5.85	26-50	Temp	House	Labour	Squatter		SC	SC
34	Kudhiya Kothi	Chanpatiya	3.200	Manoj dhanger	9	51-75	Temp	Hut	Labour	Squatter		SC	SC
35	Kudhiya Kothi	Chanpatiya	3.300	Doma paswan	3.06	76-100	Temp	Kiosk	Shopkeeper	Squatter		SC	SC
36	Kudhiya Kothi	Chanpatiya	3.300	Bhairaw sah	4.62	26-50	Temp	Small Eatery	Business	Squatter		SC	SC
37	Kudhiya Kothi	Chanpatiya	3.300	Pahlad Raut	1.5	0-25	Semi Perma	Small Eatery	Business	Encroacher		SC	SC
38	Kudhiya Kothi	Chanpatiya	3.400	Dinanath prasad	1.9	51-75	Temp	Shop	Business	Squatter		OBC	BPL
39	Kudhiya Kothi	Chanpatiya	3.400	Chhathu sah	7.14	0-25	Semi Perma	Shop	Business	Encroacher	Mohan sah	OBC	Poor
40	Kudhiya Kothi	Chanpatiya	3.400	Laxman sah	2.25	76-100	Temp	Shop	Business	Squatter		OBC	BPL
41	Kudhiya Kothi	Chanpatiya	3.400	Suner dev sah	2.31	0-25	Temp	Small Eatery	Business	Encroacher		OBC	BPL
42	Kudhiya Kothi	Chanpatiya	3.400	Rambabu parsad	0.9	26-50	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
43	Kudhiya Kothi	Chanpatiya	3.400	Ratan das	2.25	0-25	Temp	Small Eatery	Business	Encroacher		OBC	BPL
44	Kudhiya Kothi	Chanpatiya	3.500	Sukae dom	11.2	76-100	Temp	House	Labour	Squatter		SC	SC
45	Kudhiya Kothi	Chanpatiya	3.500	Chokai pasi	14.7	76-100	Temp	Store Room	Labour	Squatter		SC	SC
46	Upadhya Tola	Chanpatiya	3.900	Shiv shambhu kesari	3.64	26-50	Temp	Pvt. Office	Business	Squatter		OBC	BPL
47	Upadhya Tola	Chanpatiya	4.400	K.K Shay	BW	76-100	Semi Perma	Boundary Wall	Business	Squatter		OBC	NTH
48	Upadhya Tola	Chanpatiya	4.500	Kishor mehto	4.5	26-50	Temp	Hut	Labour	Squatter		OBC	BPL

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49	Upadhya Tola	Chanpatiya	4.500	Yoginder Mehto	9.6	26-50	Temp	Hut	Labour	Squatter		OBC	BPL
50	Upadhya Tola	Chanpatiya	4.500	Agan sah	6.8	26-50	Semi Perma	Hut	Business	Squatter		OBC	NTH
50	Upadhya Tola	Chanpatiya	4.500	Agan sah	1.26	26-50	Temp	Kiosk		Squatter			
51	Kumar Bagh	Chanpatiya	5.700	Birendra sah	3.24	76-100	Temp	Kiosk	Business	Squatter		OBC	BPL
52	Kumar Bagh	Chanpatiya	5.700	Umesh prasad	3.4	76-100	Temp	Kiosk	Business	Squatter		OBC	BPL
53	Kumar Bagh	Chanpatiya	5.700	Shambhu sah	3.6	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
54	Kumar Bagh	Chanpatiya	5.800	Ramesh Bahina	17.6	76-100	Temp	Hut	Labour	Encroacher		SC	SC
55	Kumar Bagh	Chanpatiya	5.900	Nandu sah	3.24	76-100	Temp	Kiosk	Labour	Squatter		OBC	BPL
56	Kumar Bagh	Chanpatiya	6.800	prabhat kumar	2.88	0-25	Semi Perma	Shop	Business	Encroacher		OBC	BPL
57	Kumar Bagh	Chanpatiya	7.100	Hariban nat	2.94	51-75	Temp	Hut	Labour	Squatter		SC	SC
58	Kumar Bagh	Chanpatiya	7.300	Anand kumar singh	BW	76-100	Semi Perma	Boundary Wall	Service	Squatter		GEN	PHH
59	Kumar Bagh	Chanpatiya	7.400	Arvind kumar singh	BW	76-100	Semi Perma	Boundary Wall	Business	Squatter		GEN	WHH
60	Kumar Bagh	Chanpatiya	7.400	Rajesh Ranjan	BW	76-100	Semi Perma	Boundary Wall	Business	Squatter		GEN	NTH
61	Kumar Bagh	Chanpatiya	7.600	Chandra jyoti devi	2.04	0-25	Semi Perma	Hut	Labour	Encroacher		OBC	WHH
62	Kumar Bagh	Chanpatiya	7.600	Bala Mahto	8	51-75	Temp	Hut	Labour	Squatter		OBC	BPL
63	Kumar Bagh	Chanpatiya	7.700	Joginder sah	2.88	76-100	Temp	Kiosk	Business	Squatter		OBC	BPL
64	Pakdihar	Chanpatiya	7.800	Sarajul Ansari	3.24	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
65	Pakdihar	Chanpatiya	8.000	Bigni Khatoon	1.62	26-50	Semi Perma	Toilet	Labour	Squatter		OBC	BPL
66	Pakdihar	Chanpatiya	8.000	Majid ansari	8.85	26-50	Temp	Shop	Business	Squatter		OBC	BPL
67	Pakdihar	Chanpatiya	8.000	Sakil ansari	5.6	26-50	Temp	Hut	Labour	Squatter		OBC	BPL
68	Pakdihar	Chanpatiya	8.000	Idris ansari	7	51-75	Temp	Hut	Farmer	Squatter		OBC	BPL
69	Pakdihar	Chanpatiya	8.100	Bagad Sharma	12.8	26-50	Semi Perma	Hut	Business	Squatter		SC	SC
70	Pakdihar	Chanpatiya	8.300	Rambalak yadav	1.44	26-50	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
70	Pakdihar	Chanpatiya	8.300	Rambalak yadav	3	0-25	Temp	Small Eatery		Encroacher			
71	Khardeul Mahna	Chanpatiya	9.000	Arbind pandey	BW	76-100	Semi Perma	Boundary Wall	Farmer	Squatter		GEN	NTH

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72	Khardeul Mahna	Chanpatiya	9.200	Rohit kumar	8.8	76-100	Temp	Hut	Business	Squatter		OBC	NTH
73	Khardeul Mahna	Chanpatiya	9.200	Damodar tiwari	9.18	26-50	Semi Perma	House	Farmer	Encroacher		GEN	PHH
74	Khardeul Mahna	Chanpatiya	9.700	Chandra dev sah	4.2	26-50	Temp	Hut	Labour	Squatter		OBC	BPL
75	Mahna Chowk	Chanpatiya	9.700	Narayni devi	2.55	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	WHH
76	Mahna Chowk	Chanpatiya	9.800	Jamaludin ansari	2.4	0-25	Semi Perma	Shop	Service	Encroacher		OBC	Nil
77	Mahna Chowk	Chanpatiya	9.900	Birender pandey	2.52	76-100	Temp	Kiosk	Shopkeeper	Squatter		GEN	BPL
78	Mahna Chowk	Chanpatiya	9.900	Shaebjaan ansari	2.56	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
79	Mahna Chowk	Chanpatiya	9.900	Mukesh kumar	3.06	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
80	Mahna Chowk	Chanpatiya	9.900	Rahul kumar	3.42	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
81	Mahna Chowk	Chanpatiya	9.900	Jhotil sah	5.1	26-50	Semi Perma	Shop	Business	Encroacher		OBC	BPL
82	Mahna Chowk	Chanpatiya	9.900	Ajay sah	2.56	76-100	Temp	Kiosk	Business	Squatter		OBC	NTH
83	Mahna Chowk	Chanpatiya	9.900	Ramchandrar prasad	3.3	0-25	Semi Perma	Shop	Business	Encroacher		OBC	BPL
84	Mahna Chowk	Chanpatiya	9.900	Bharat sah	3.24	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
85	Mahna Chowk	Chanpatiya	10.000	Chandeshwar sah	2.56	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
86	Mushari	Chanpatiya	11.300	Bikau das	2.8	0-25	Temp	Hut	Labour	Encroacher		SC	SC
87	Mushari	Chanpatiya	11.400	Vindhyachal thakur	2.1	0-25	Temp	Hut	Labour	Encroacher		OBC	BPL
88	Nawakatola	Chanpatiya	11.700	Ramanand ram	0.96	26-50	Temp	Kiosk	Labour	Squatter		SC	SC
88	Nawakatola	Chanpatiya	11.700	Ramanand ram	4.8	0-25	Temp	Hut		Encroacher			
89	Nawakatola	Chanpatiya	11.800	Lalan ram	1.9	0-25	Temp	Hut	Labour	Encroacher		SC	SC
90	Nawakatola	Chanpatiya	11.900	Mohan sah	7.37	26-50	Temp	Hut	Labour	Encroacher		OBC	BPL
91	Kaithwaliya	Chanpatiya	12.200	Sudhan sah	2.3	0-25	Temp	Hotel	Business	Encroacher		OBC	BPL
92	Kaithwaliya	Chanpatiya	12.200	Duryodhan yadav	3.48	0-25	Temp	Small Eatery	Business	Encroacher		OBC	BPL
93	Kaithwaliya	Chanpatiya	12.200	Vikash prasad	3.87	0-25	Temp	Small Eatery	Business	Encroacher		OBC	PHH
94	Kaithwaliya	Chanpatiya	12.200	Rameshwar sah	2.88	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	NTH
95	Kaithwaliya	Chanpatiya	12.200	Ritesh sah	3.48	0-25	Temp	Small Eatery	Business	Encroacher		OBC	BPL
96	Kaithwaliya	Chanpatiya	12.200	Parbhu sah	4.95	0-25	Temp	Resi+Com	Business	Encroacher		OBC	BPL

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97	Kaithwaliya	Chanpatiya	12.200	Nekhmahmad ansari	3.06	76-100	Semi Perma	Kiosk	Shopkeeper	Squatter		OBC	NTH
98	Kaithwaliya	Chanpatiya	12.400	Kishun sah	2.94	0-25	Temp	Hut	Labour	Encroacher		OBC	BPL
99	Kaithwaliya	Chanpatiya	13.400	Sakil ahmad	3.24	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
100	Tikulia	Chanpatiya	14.000	Md Hasir rahman	2.45	0-25	Semi Perma	House	Labour	Encroacher		OBC	BPL
101	Tikulia	Chanpatiya	14.200	Wahid miya	2.4	76-100	Temp	Kiosk	Labour	Squatter		OBC	BPL
102	Tikulia	Chanpatiya	14.300	Farman	10.08	0-25	Temp	House	Labour	Encroacher		OBC	BPL
102	Tikulia	Chanpatiya	14.300	Farman	2.4	76-100	Temp	Kiosk		Squatter			
103	Tikulia	Chanpatiya	14.700	Sushil ram	13.65	51-75	Temp	House	Labour	Squatter		SC	SC
104	Tikulia	Chanpatiya	14.700	Chhotelai Ram	18.09	51-75	Temp	House	Labour	Squatter		SC	SC
105	Tikulia	Chanpatiya	14.700	Lalu giri	2.72	76-100	Temp	Kiosk	Business	Squatter		GEN	BPL
106	Tikulia	Chanpatiya	14.700	Yosada devi	2.88	76-100	Temp	Kiosk	Shopkeeper	Squatter		SC	SC
107	Tikulia	Chanpatiya	15.000	Md sagir alam	5.72	26-50	Temp	Shop	Shopkeeper	Encroacher		OBC	BPL
108	Tikulia	Chanpatiya	15.000	Joshi sah	4.5	0-25	Temp	Hut	Labour	Encroacher		OBC	BPL
109	Chanpatiya	Chanpatiya	15.200	Bindeshri Padit	5.44	0-25	Semi Perma	House	Labour	Encroacher		OBC	BPL
110	Chanpatiya	Chanpatiya	15.600	Nandkishor sah	12.88	26-50	Semi Perma	Shop	Shopkeeper	Encroacher		OBC	BPL
111	Chanpatiya	Chanpatiya	15.800	Shamim akhtar	13.3	26-50	Permanent	House	Labour	Encroacher		OBC	BPL
112	Chanpatiya	Chanpatiya	15.800	Nooraisa khatoon	8.4	76-100	Semi Perma	Shop	Shopkeeper	Squatter		OBC	WHH
113	Chanpatiya	Chanpatiya	15.800	Mubarak quraishi	10	76-100	Semi Perma	Shop	Business	Encroacher		OBC	BPL
114	Chanpatiya	Chanpatiya	16.000	Bhagwan prasad	13.5	51-75	Semi Perma	Resi+Com	Shopkeeper	Encroacher		OBC	BPL
115	Chanpatiya	Chanpatiya	16.500	Kashi mukhiya	8.1	51-75	Semi Perma	House	Labour	Encroacher		SC	SC
116	Chanpatiya	Chanpatiya	16.500	Santosh Raut	3.24	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
117	Chanpatiya	Chanpatiya	16.500	Nandu sah	3.42	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
118	Chanpatiya	Chanpatiya	16.700	Iqbal sah	12.65	51-75	Temp	Small Eatery	Shopkeeper	Squatter		OBC	BPL
119	Chanpatiya	Chanpatiya	16.700	Md Babujaan	1.98	51-75	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
120	Chanpatiya	Chanpatiya	16.700	Md Sainullah	3.42	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
121	Chanpatiya	Chanpatiya	16.700	Uma devi	1.95	76-100	Temp	Kiosk	Business	Squatter		SC	SC
121	Chanpatiya	Chanpatiya	16.700	Uma devi	4.8	26-50	Temp	Hut		Squatter			
122	Chanpatiya	Chanpatiya	16.700	Vinod Gond	5.88	26-50	Temp	Hut	Labour	Encroacher		SC	SC

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123	Chanpatiya	Chanpatiya	16.700	Kanhaiya kumar	7	51-75	Temp	Shop	Business	Squatter		OBC	BPL
124	Chanpatiya	Chanpatiya	16.700	Kunal Raut	6.3	0-25	Temp	Shop	Business	Encroacher		OBC	BPL
125	Satwariya	Lauriya	18.000	Suresh patel	1.8	0-25	Temp	House	Labour	Squatter		OBC	BPL
126	Satwariya	Lauriya	18.000	Raghunath Ram	7.44	26-50	Semi Perma	House	Labour	Squatter		SC	SC
126	Satwariya	Lauriya	18.000	Raghunath Ram	7.25	76-100	Temp	Hotel		Squatter			
127	Satwariya	Lauriya	18.100	Mangal sah	8.5	26-50	Semi Perma	House	Labour	Squatter		OBC	BPL
128	Satwariya	Lauriya	18.100	Om prakash patel	29.4	26-50	Semi Perma	House	Labour	Squatter		OBC	BPL
129	Satwariya	Lauriya	18.100	Bhara patel	10.8	76-100	Temp	Hut	Labour	Squatter		OBC	BPL
130	Satwariya	Lauriya	18.200	Nirmal Ram	2.4	0-25	Temp	Hut	Labour	Squatter		SC	SC
131	Satwariya	Lauriya	18.200	Musmat sawaro	4.5	26-50	Temp	Hut	Labour	Squatter		SC	SC
132	Satwariya	Lauriya	18.200	Sarli devi	4.1	26-50	Temp	Hut	Labour	Squatter		GEN	WHH
133	Satwariya	Lauriya	19.000	Bharat sah	4.41	76-100	Temp	Kiosk	Labour	Squatter		OBC	BPL
134	Satwariya	Lauriya	19.000	Maya devi	4.41	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	WHH
135	Satwariya	Lauriya	19.400	Manoj pandit	2.88	76-100	Temp	Kiosk	Shopkeeper	Squatter		GEN	BPL
136	Satwariya	Lauriya	19.400	Indermant padit	2.72	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
137	Sathi	Lauriya	20.500	Elmun Nesha	3.06	76-100	Temp	Kiosk	Labour	Squatter		GEN	WHH
138	Sathi	Lauriya	20.500	Zakir miyan	2.55	76-100	Temp	Kiosk	Labour	Squatter		GEN	BPL
139	Sathi	Lauriya	20.500	Badruzzama Khan	4.4	0-25	Permanent	Shop	Farmer	Encroacher		GEN	BPL
140	Sathi	Lauriya	20.500	Majhar miyan	2.56	76-100	Temp	Kiosk	Business	Squatter		GEN	BPL
141	Sathi	Lauriya	20.600	Julum Miyan	4.55	26-50	Semi Perma	House	Farmer	Squatter		GEN	BPL
142	Sathi	Lauriya	20.600	Rafi Ahmad	2.72	26-50	Permanent	House	Labour	Squatter		GEN	NTH
142	Sathi	Lauriya	20.600	Rafi Ahmad	2.45	0-25	Semi Perma	House		Encroacher			
143	Sathi	Lauriya	20.600	Mubarak Miyan	1.8	0-25	Semi Perma	House	Labour	Encroacher		OBC	BPL
144	Sathi	Lauriya	20.600	Ramchandra choudhary	4.8	26-50	Semi Perma	House	Labour	Encroacher		OBC	Nil
144	Sathi	Lauriya	20.600	Ramchandra choudhary	2	0-25	Semi Perma	House		Squatter			
145	Sathi	Lauriya	20.600	Ramakani Choudhary	5.98	76-100	Temp	Hut	Labour	Squatter		OBC	BPL
145	Sathi	Lauriya	20.600	Jata shankar choudhary	3.4	0-25	Semi Perma	House	Labour	Encroacher		OBC	BPL
146	Sathi	Lauriya	20.600	Jata shankar choudhary	2.7	51-75	Temp	Kiosk		Squatter			

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147	Sathi	Lauriya	20.700	Manoj choudhary	10.4	51-75	Temp	Hut	Labour	Squatter		OBC	BPL
148	Sathi	Lauriya	20.800	Ram Ganga ram	0.75	26-50	Temp	Toilet	Labour	Squatter		SC	SC
149	Sathi	Lauriya	20.800	Chandrawati kaur	0.75	0-25	Semi Perma	Toilet	Labour	Squatter		SC	SC
149	Sathi	Lauriya	20.800	Chandrawati kaur	3.6	0-25	Temp	Hut		Encroacher			
150	Sathi	Lauriya	20.800	Pramod Ram	3.06	76-100	Temp	Kiosk	Shopkeeper	Squatter		SC	SC
151	Sathi	Lauriya	20.800	Taiyab Miya	11	26-50	Temp	Hut	Labour	Squatter		GEN	BPL
152	Sathi	Lauriya	20.800	Sabir Miyan	4.3	26-50	Semi Perma	Shop	Business	Squatter		GEN	BPL
153	Sathi	Lauriya	20.900	Bindhyanchal Ram	2.25	76-100	Temp	Kiosk	Service	Squatter		SC	SC
153	Sathi	Lauriya	20.900	Bindhyanchal Ram	2.25	76-100	Temp	Kiosk		Squatter			
154	Sathi	Lauriya	20.900	Bali Ram Ram	3.75	76-100	Temp	Kiosk	Shopkeeper	Squatter		SC	SC
155	Sathi	Lauriya	20.900	Lalan choudhary	BW	76-100	Semi Perma	Boundary Wall	Labour	Squatter		OBC	BPL
156	Sathi	Lauriya	21.000	Shairool khaton	2.25	76-100	Temp	Kiosk	Labour	Squatter		GEN	WHH
157	Sathi	Lauriya	21.100	Harinarayan paswan	1.95	76-100	Temp	Kiosk	Shopkeeper	Squatter		SC	SC
158	Raibarwa	Lauriya	22.100	Hamid miyan	BW	76-100	Semi Perma	Boundary Wall	Business	Squatter		OBC	BPL
159	Raibarwa	Narkatiya Ganj	23.300	Md Mustaakh	2.56	51-75	Temp	Kiosk	Business	Squatter		GEN	BPL
160	Nami chowk (sathi)	Narkatiya Ganj	23.300	Bhoop Narayan Khushwaha	6.75	0-25	Semi Perma	Shop	Business	Encroacher		OBC	BPL
161	Nami chowk (sathi)	Narkatiya Ganj	23.300	Paras Thakur	2	0-25	Temp	Shop	Business	Squatter		OBC	BPL
162	Nami chowk (sathi)	Narkatiya Ganj	23.300	Kolai sah	15.2	51-75	Temp	Small Eatery	Business	Encroacher		OBC	BPL
163	Nami chowk (sathi)	Narkatiya Ganj	23.300	Gopal sah	10.5	0-25	Temp	Small Eatery	Business	Encroacher		OBC	BPL
164	Nami chowk (sathi)	Narkatiya Ganj	23.300	Rajkumar sah	2.75	0-25	Temp	Small Eatery	Business	Encroacher		OBC	BPL
165	Nami chowk (sathi)	Narkatiya Ganj	23.300	Veera sah	3.6	76-100	Temp	Kiosk	Business	Squatter		OBC	BPL

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166	Nami chowk (sathi)	Narkatiya Ganj	23.400	Nayaz ahmad	2.25	76-100	Semi Perma	Kiosk	Shopkeeper	Squatter		GEN	PHH
167	Nami chowk (sathi)	Narkatiya Ganj	23.400	Brijesh Bhagat	1.65	0-25	Temp	Shop	Business	Encroacher		OBC	BPL
168	Nami chowk (sathi)	Narkatiya Ganj	23.400	Ajay kumar sah	6.16	0-25	Semi Perma	Hotel	Business	Encroacher		OBC	Nil
169	Semri Netua toli	Narkatiya Ganj	23.900	Nabi Ahmad	1.87	51-75	Temp	Kiosk	Business	Squatter		OBC	BPL
170	Hichchopal	Narkatiya Ganj	25.100	Binderwar prasad khushwaha	3.68	0-25	Temp	Hut	Farmer	Encroacher		OBC	BPL
171	Harnahiya	Narkatiya Ganj	26.200	Mahesh sah	2.25	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
172	Lohrabari Chowk	Narkatiya Ganj	27.700	Harinder Yadav	3.45	26-50	Temp	Shop	Farmer	Squatter		OBC	BPL
173	Musharwa	Narkatiya Ganj	28.000	Kamrul Hoda	7.99	26-50	Temp	Pvt. Office	Business	Encroacher		OBC	PHH
174	Koigawa	Narkatiya Ganj	30.300	Bipin sah	3.6	0-25	Temp	Small Eatery	Business	Squatter		OBC	BPL
175	Koigawa	Narkatiya Ganj	30.300	Chotindar sah	3.06	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
176	Koigawa	Narkatiya Ganj	30.300	Nanhe Dubey	3.2	76-100	Temp	Kiosk	Business	Squatter		GEN	BPL
177	Koigawa	Narkatiya Ganj	30.300	Bharat sah	2.89	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
178	Koigawa	Narkatiya Ganj	30.300	Nagina sah	3.06	76-100	Temp	Kiosk	Business	Squatter		OBC	BPL
179	Koigawa	Narkatiya Ganj	31.100	Sita Ram mahto	3	76-100	Temp	Kiosk	Business	Squatter		OBC	PHH
180	Koigawa	Narkatiya Ganj	31.100	Ramchandra mahto	4.81	26-50	Semi Perma	Shop	Shopkeeper	Encroacher		OBC	Nil
181	Koigawa	Narkatiya Ganj	31.100	Mohan sah	9.45	26-50	Semi Perma	Cattle Shed	Labour	Encroacher		OBC	PHH

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182	Koigawa	Narkatiya Ganj	31.200	Shudama shani	5.2	26-50	Temp	Hut	Labour	Encroacher		SC	SC
183	Koigawa	Narkatiya Ganj	31.200	Munna Thakur	5.22	26-50	Semi Perma	Cattle Shed	Labour	Encroacher		SC	SC
184	Koigawa	Narkatiya Ganj	31.300	Mohan sah	3.77	0-25	Semi Perma	Shop	Shopkeeper	Encroacher		SC	SC
185	Koigawa	Narkatiya Ganj	31.300	Jiwat sah	2.5	0-25	Semi Perma	Shop	Farmer	Encroacher		OBC	BPL
186	Koigawa	Narkatiya Ganj	31.300	Saraswati devi	9.2	76-100	Semi Perma	Shop	Business	Squatter		OBC	WHH
187	Koigawa	Narkatiya Ganj	31.300	Bhual patel	14.04	76-100	Temp	Cattle Shed	Labour	Squatter		OBC	BPL
188	Koigawa	Narkatiya Ganj	31.400	Jungbahadur patel	5.6	26-50	Temp	Cattle Shed	Labour	Encroacher		OBC	BPL
188	Koigawa	Narkatiya Ganj	31.400	Jungbahadur patel	2.56	76-100	Temp	Kiosk		Squatter			
189	Sofowa	Narkatiya Ganj	31.900	Suman mahto	5.5	76-100	Temp	Shop	Farmer	Squatter		OBC	BPL
190	Sofowa	Narkatiya Ganj	31.900	Jahangir sai	1.75	0-25	Temp	Shop	Labour	Squatter		OBC	BPL
191	Sofowa	Narkatiya Ganj	32.000	Mukhtar sai	2.25	0-25	Temp	Small Eatery	Business	Squatter	Suresh Mahto	OBC	BPL
192	Deuliya Pipra	Narkatiya Ganj	33.500	Ekarshi paswan	2.56	76-100	Temp	Kiosk	Business	Squatter		SC	SC
193	Deuliya Pipra	Narkatiya Ganj	33.500	Alok kumar Choubey (Ramesh prasad)	BW	76-100	Semi Perma	Boundary Wall	Service	Squatter		GEN	BPL
194	Deuliya	Narkatiya Ganj	33.600	Bharat paswan	7.8	76-100	Temp	Shop	Business	Encroacher		SC	SC
195	Deuliya	Narkatiya Ganj	33.600	Jagarnath paswan	2.7	76-100	Temp	Kiosk	Business	Squatter		SC	SC
196	Deuliya	Narkatiya Ganj	33.600	Radheshyam paswan	3.61	76-100	Temp	Kiosk	Business	Squatter		SC	SC

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197	Deuliya	Narkatiya Ganj	33.700	Bangali dom	14.4	0-25	Permanent	House	Labour	Encroacher		SC	SC
198	Chhawani	Bettiah	0.500	Md Rajab Shah	5	51-75	Temp	Hut	Labour	Squatter		OBC	BPL
198	Chhawani	Bettiah	0.500	Md Rajab Shah	15.2	76-100	Temp	Hut		Squatter			
199	Chhawani	Bettiah	0.700	Rajkishor Yadav	9.45	0-25	Semi Perma	Cattle Shed	Farmer	Squatter		OBC	NTH
200	Mehdiyabari	Bettiah	1.200	Md Harun	6.3	76-100	Temp	Shop	Labour	Encroacher		OBC	BPL
201	Mehdiyabari	Bettiah	1.200	Md Rafizul	4.41	76-100	Temp	Kiosk	Labour	Squatter		GEN	BPL
202	Mehdiyabari	Bettiah	1.200	Fayaz khar	3.38	26-50	Temp	Shop	Labour	Encroacher	Kalimullah khan	GEN	Nil
203	Mehdiyabari	Chanpatiya	1.300	Kusum Tara khatoon	1.8	76-100	Semi Perma	Kiosk	Labour	Squatter		GEN	BPL
204	Mehdiyabari	Chanpatiya	1.600	Abdul Rahman	4	26-50	Temp	Hut	Labour	Squatter		OBC	BPL
205	Mehdiyabari	Chanpatiya	1.700	Mo Iliyas	8	0-25	Semi Perma	House	Labour	Encroacher		OBC	BPL
206	Kudia Kothi	Chanpatiya	2.400	Patya choudhary	4.4	26-50	Temp	Kiosk	Business	Squatter		SC	SC
207	Kudia Kothi	Chanpatiya	3.000	Dhananjay Matho	3	0-25	Semi Perma	Shop	Business	Squatter		OBC	BPL
207	Kudia Kothi	Chawni	3.000	Dhananjay Matho	2.25	76-100	Temp	Kiosk		Squatter			
208	Kudia Kothi	Chanpatiya	3.000	Mukesh Mahto	2.55	76-100	Temp	Kiosk	Labour	Squatter		OBC	BPL
209	Kudia Kothi	Chanpatiya	3.000	Hira lal choudhary	2.25	76-100	Temp	Kiosk	Shopkeeper	Squatter		SC	SC
210	Kudia Kothi	Chanpatiya	3.100	Anrud patel	2.75	0-25	Temp	Hut	Labour	Encroacher		OBC	BPL
211	Kudia Kothi	Chanpatiya	3.200	Bhulan choudhary	2.55	76-100	Temp	Kiosk	Shopkeeper	Squatter		SC	SC
211	Kudia Kothi	Chanpatiya	3.200	Bhulan choudhary	6.2	51-75	Temp	Hut		Squatter			
212	Kudia Kothi	Chanpatiya	3.200	Vinod choudhary	4.8	0-25	Temp	Shop	Shopkeeper	Squatter		SC	SC
213	Kudia Kothi	Chanpatiya	3.200	Rajendra paswan	8.25	51-75	Temp	Hut	Labour	Squatter		SC	SC
214	Kudia Kothi	Chanpatiya	3.200	Ramesh paswan	1.8	76-100	Temp	Kiosk	Labour	Squatter		SC	SC
215	Kudia Kothi	Chanpatiya	3.200	Bhagrathi Musmat	4	26-50	Temp	Hut	Labour	Squatter		SC	SC
216	Kudia Kothi	Chanpatiya	3.200	Phulena Dhagad	3.3	0-25	Temp	Hut	Labour	Squatter		SC	SC
217	Kudia Kothi	Chanpatiya	3.200	Raj kumar	2.25	76-100	Temp	Kiosk	Shopkeeper	Squatter		SC	SC
218	Kudia Kothi	Chanpatiya	3.200	Akhilesh Dhagad	2.15	0-25	Temp	Hut	Labour	Squatter		SC	SC
219	Kudia Kothi	Chanpatiya	3.300	Narayan Hazra	2.24	0-25	Semi Perma	Shop	Business	Squatter		SC	SC
219	Kudia Kothi	Chanpatiya	3.300	Narayan Hazra	1.65	76-100	Temp	Kiosk		Squatter			

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219	Kudia Kothi	Chanpatiya	3.300	Narayan Hazra	2.8	0-25	Semi Perma	Shop		Squatter			
219	Kudia Kothi	Chanpatiya	3.300	Narayan Hazra	4.1	26-50	Temp	Shop		Squatter			
220	Kudia Kothi	Chanpatiya	3.300	Narsingh paswan	4.56	51-75	Temp	Shop	Labour	Squatter		SC	SC
221	Kudia Kothi	Chanpatiya	3.300	Dipender kumar Rai	1	26-50	Temp	Kiosk	Business	Squatter			
222	Kudia Kothi	Chanpatiya	3.400	Chuman miya	2.7	76-100	Temp	Kiosk	Labour	Squatter		OBC	BPL
223	Kudia Kothi	Chanpatiya	3.400	Aziz Ansari	12.5	51-75	Temp	Shop	Shopkeeper	Squatter		OBC	NTH
223	Kudia Kothi	Chanpatiya	3.400	Aziz Ansari	1.7	26-50	Temp	Kiosk		Squatter			
224	Kudia Kothi	Chanpatiya	3.500	Shukhari miya	2	51-75	Semi Perma	Toilet	Farmer	Squatter		OBC	WHH
224	Kudia Kothi	Chanpatiya	3.500	Shukhari miya	2	0-25	Temp	Hut		Squatter			
225	Kudia Kothi	Chanpatiya	3.500	Muslim miya	10.5	26-50	Temp	Hut	Labour	Squatter		OBC	BPL
226	Kudia Kothi	Chanpatiya	3.500	Shalam miya	7.38	51-75	Temp	Hut	Labour	Squatter		OBC	BPL
227	Upadhya Tola	Chanpatiya	4.300	Amit kumar pandey	5.95	26-50	Permanent	Pvt. Office	Business	Squatter		GEN	BPL
228	Upadhya Tola	Chanpatiya	4.400	Ranjeet kumar Srivastav	3.15	0-25	Semi Perma	Pvt. Office	Business	Squatter		GEN	NTH
229	Kumarbagh	Chanpatiya	6.600	Anil Thakur (Bagad)	2.15	0-25	Temp	Shop	Labour	Squatter		OBC	BPL
230	Kumarbagh	Chanpatiya	6.900	Shankar prasad	2.2	0-25	Temp	Shop shed	Shopkeeper	Squatter		OBC	NTH
231	Kumarbagh	Chanpatiya	6.900	Arvind kumar	3.2	0-25	Temp	Shop shed	Shopkeeper	Squatter		OBC	NTH
232	Kumarbagh	Chanpatiya	7.100	Binod dubey	4	0-25	Temp	Hut	Labour	Squatter		GEN	NTH
232	Kumarbagh	Chanpatiya	7.100	Binod dubey	2.16	0-25	Semi Perma	Chicken Farm		Encroacher			
233	Tola pakdihar	Chanpatiya	7.900	Sambhu sah	1.2	26-50	Semi Perma	Toilet	Labour	Squatter		OBC	BPL
234	Pakdihar	Chanpatiya	8.000	Surender sah	1	76-100	Semi Perma	Toilet	Labour	Squatter		OBC	BPL
235	Pakdihar	Chanpatiya	8.000	Rajendra sah	3.52	51-75	Semi Perma	Toilet	Labour	Squatter		OBC	BPL
236	Pakdihar	Chanpatiya	8.000	Laxmi sah	8.16	51-75	Temp	Hut	Business	Squatter		OBC	BPL
237	Pakdihar	Chanpatiya	8.300	Mantu Thakur	4.84	76-100	Temp	Shop	Business	Squatter		OBC	NTH
238	Khardeur	Chanpatiya	9.100	Bhageshwar pandey	BW	76-100	Semi Perma	Boundary Wall	Service	Squatter		GEN	NTH
239	Mahna kulli	Chanpatiya	9.600	Noor Mohammad miya	2.7	76-100	Semi Perma	Kiosk	Labour	Squatter		OBC	BPL
240	Mahna kulli	Chanpatiya	9.700	Karimullah ansari	3.6	76-100	Temp	Kiosk	Labour	Squatter		OBC	BPL

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241	Mahana kulli	Chanpatiya	9.900	Ritesh kumar	2.25	76-100	Temp	Kiosk	Labour	Squatter		OBC	NTH
242	Mahana kulli	Chanpatiya	10.200	Chhatu Ram	4.3	0-25	Temp	Cattle Shed	Farmer	Squatter		SC	SC
243	Mahana kulli	Chanpatiya	10.200	Chanu Ram	3.06	0-25	Temp	Cattle Shed	Farmer	Squatter		SC	SC
244	Mahana Mushari	Chanpatiya	11.300	Shankar mahto	3.06	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	WHH
245	Lagunah Mushari	Chanpatiya	12.500	Premchanda prasad	2.35	0-25	Semi Perma	Cattle Shed	Shopkeeper	Squatter		OBC	NTH
246	Kathawlia chowk	Chanpatiya	12.500	Ramatullah miya	1.5	51-75	Temp	Kiosk	Business	Squatter		OBC	NTH
247	Kathiwaliya	Chanpatiya	12.500	Bharat sah	8.46	0-25	Semi Perma	Shop	Shopkeeper	Encroacher		OBC	BPL
248	Kathiwaliya	Chanpatiya	12.800	santosh sah	2.15	0-25	Temp	Hut	Labour	Squatter		OBC	BPL
249	Chanpatiya	Chanpatiya	14.000	Akhtar Miya	5.4	26-50	Temp	Hut	Shopkeeper	Encroacher		OBC	PHH
249	Chanpatiya	Chanpatiya	14.000	Akhtar Miya	12.76	51-75	Temp	Cattle Shed		Squatter			
250	Chanpatiya	Chanpatiya	14.000	Chotelal das	2.25	76-100	Temp	Kiosk	Business	Squatter		SC	SC
251	Chanpatiya	Chanpatiya	14.300	Jalauddin miya	2.55	76-100	Temp	Shop	Labour	Encroacher		OBC	Nil
252	Chanpatiya	Chanpatiya	14.400	Shailesh kumar	BW	76-100	Semi Perma	Boundary Wall	Business	Squatter		OBC	NTH
253	Chanpatiya	Chanpatiya	14.700	Sandeep kumar chourasiya	1.5	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
254	Chanpatiya	Chanpatiya	14.800	Santosh kumar chourasiya	2.25	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
255	Chanpatiya	Chanpatiya	14.800	Mithu Parsad chourasiya	2.25	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	WHH
256	Chanpatiya	Chanpatiya	15.000	Suman parsad	3.24	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
257	Chanpatiya	Chanpatiya	15.200	Shabra khatoon	13.75	76-100	Semi Perma	House shed	Labour	Encroacher		GEN	WHH
258	Chanpatiya	Chanpatiya	15.300	Ali Ahmad	1.95	76-100	Temp	Kiosk	Shopkeeper	Squatter		GEN	NTH
259	Chanpatiya	Chanpatiya	15.900	Ganesh prasad sahu	12	51-75	Semi Perma	Shop shed	Shopkeeper	Encroacher		OBC	PHH
260	Chanpatiya	Chanpatiya	15.900	Manoj kumar	5	76-100	Semi Perma	Shop	Shopkeeper	Encroacher		OBC	PHH
261	Chanpatiya	Chanpatiya	15.900	Lal Babu prasad	4	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	NTH
262	Chanpatiya	Chanpatiya	16.000	Md Asagar Ali	11	76-100	Semi Perma	Shop shed	Business	Squatter	Umesh prasad	OBC	NTH

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262	Chanpatiya	Chanpatiya	16.000	Md Asagar Ali	10	76-100	Semi Perma	Shop shed		Squatter	Rajeev kumar, Watan Kumar		
263	Chanpatiya	Chanpatiya	16.000	Jatashankar prasad soni	6.75	51-75	Semi Perma	Shop	Shopkeeper	Encroacher		OBC	PHH
264	Chanpatiya	Chanpatiya	16.000	Maya devi	15	51-75	Semi Perma	Shop	Business	Encroacher		OBC	PHH
264	Chanpatiya	Chanpatiya	16.000	Maya devi	12	26-50	Semi Perma	Shop		Encroacher			
265	Chanpatiya	Chanpatiya	16.000	Vishwanath prasad	BW	76-100	Semi Perma	Boundary Wall	Labour	Squatter		OBC	BPL
266	Chanpatiya	Chanpatiya	16.100	Md. Shamsher ali	9.8	76-100	Semi Perma	Shop	Business	Squatter		OBC	NTH
267	Chanpatiya	Chanpatiya	16.100	Toofan miya	13	76-100	Semi Perma	Shop	Business	Squatter		OBC	NTH
268	Chanpatiya	Chanpatiya	16.100	Narsingh ram	BW	76-100	Semi Perma	Boundary Wall	Service	Squatter		SC	SC
269	Chanpatiya	Chanpatiya	16.100	Sambhu prasad patwa	BW	76-100	Semi Perma	Boundary Wall	Labour	Squatter		OBC	BPL
270	Chanpatiya	Chanpatiya	16.200	Prabhu prasad	BW	76-100	Semi Perma	Boundary Wall	Labour	Encroacher		SC	SC
271	Chanpatiya	Chanpatiya	16.200	Sunil kumar	BW	76-100	Semi Perma	Boundary Wall	Business	Squatter		OBC	NTH
272	Chanpatiya	Chanpatiya	16.200	Pramod Ram	7	76-100	Temp	Hut	Labour	Squatter		SC	SC
273	Chanpatiya	Chanpatiya	16.200	Mahavir Mukhiya	3	26-50	Temp	Hut	Labour	Squatter		SC	SC
274	Chanpatiya	Chanpatiya	16.200	Rajesh sah	3	26-50	Semi Perma	House shed	Labour	Squatter		OBC	BPL
275	Chanpatiya	Chanpatiya	16.200	Nandlal sah	4.5	51-75	Temp	Kiosk	Labour	Squatter		SC	SC
276	Chanpatiya	Chanpatiya	16.200	Sanju devi	0.75	26-50	Semi Perma	Toilet	Labour	Squatter		OBC	NTH
277	Chanpatiya	Chanpatiya	16.300	Pannalal sah	3.24	76-100	Temp	Kiosk	Labour	Squatter		OBC	NTH
278	Chanpatiya	Chanpatiya	16.400	Jawahar yadav	21	51-75	Semi Perma	Workshop	Business	Encroacher		OBC	PHH
279	Chanpatiya	Chanpatiya	16.500	Maya devi	13.5	26-50	Semi Perma	Shop	Service	Encroacher	Manish kumar, Ranjeet Kumar	OBC	WHH
280	Chanpatiya	Chanpatiya	16.500	Gyan yadav	6.5	26-50	Temp	Hut	Labour	Encroacher		OBC	BPL
281	Chanpatiya	Chanpatiya	16.600	Shukat yadav	2.4	0-25	Temp	Shop	Labour	Encroacher		OBC	Nil
282	Chanpatiya	Chanpatiya	16.600	Ramesh patel	8.8	51-75	Semi Perma	House	Labour	Encroacher		OBC	BPL
283	Chanpatiya	Chanpatiya	16.700	Dhrup mukhiya	17.86	51-75	Semi Perma	Shop	Business	Encroacher		OBC	BPL

S.No.	Name of the Village	Name of Block	Chainage Kilometer	Name of the Owner	Area of the Affected Structure (sq.m)	Scale of Impact (in %)	Type of Construction of Structure	Use of Structure	Type of Business	Status of Structure	Tenant	Social Category	Vulnerability
284	Chanpatiya	Chanpatiya	16.600	Suresh mukhiya	7.75	76-100	Semi Perma	House shed	Labour	Squatter		OBC	BPL
285	Chanpatiya	Chanpatiya	16.700	Shambhu prasad	20	51-75	Semi Perma	Shop	Shopkeeper	Encroacher		OBC	PCH
286	Chanpatiya	Chanpatiya	16.600	Sunil kumar	9	76-100	Semi Perma	Shop shed	Shopkeeper	Squatter		OBC	NTH
287	Chanpatiya	Chanpatiya	16.600	Madan prasad	10.73	51-75	Semi Perma		Doctor	Encroacher		OBC	Nil
288	Chanpatiya	Chanpatiya	16.600	Munna kumar sah	6.75	26-50	Semi Perma	Shop shed	Business	Encroacher		OBC	Nil
289	Chanpatiya	Chanpatiya	16.600	Munna Mukhiya	8.3	0-25	Semi Perma	House	Labour	Encroacher		SC	SC
290	Chanpatiya	Chanpatiya	16.700	Saheb mukhiya	18.85	76-100	Temp	Cattle Shed	Labour	Squatter		SC	SC
291	Chanpatiya	Chanpatiya	16.700	Dhura pan lit	13.5	76-100	Semi Perma	Workshop	Labour	Squatter		SC	SC
292	Chanpatiya	Chanpatiya	16.700	Lalan Mukhiya	4	76-100	Temp	Kiosk	Labour	Squatter		SC	SC
292	Chanpatiya	Chanpatiya	16.700	Lalan Mukhiya	5.5	51-75	Temp	Cattle Shed		Encroacher			
293	Chanpatiya	Chanpatiya	16.600	Phoolmati devi	11.7	51-75	Temp	Hut	Labour	Squatter		OBC	NTH
293	Chanpatiya	Chanpatiya	16.600	Phoolmati devi	9.75	26-50	Temp	Hut		Encroacher			
294	Chanpatiya	Chanpatiya	16.700	Ajay kumar	2.3	0-25	Temp	Workshop	Shopkeeper	Encroacher		SC	SC
295	Chanpatiya	Chanpatiya	16.700	Pintu mukhiya	9.9	26-50	Temp	Small Eatery	Labour	Encroacher		SC	SC
296	Chanpatiya	Chanpatiya	16.700	Subhash Kumar	6.25	76-100	Temp	Shop	Labour	Squatter		SC	SC
297	Chanpatiya	Chanpatiya	16.700	Vijay kumar	6.25	76-100	Temp	Shop	Shopkeeper	Squatter		SC	SC
298	Chanpatiya	Chanpatiya	16.700	Sambhu sah	7	76-100	Temp	Small Eatery	Shopkeeper	Squatter		OBC	BPL
299	Sathi	Lauriya	20.500	Vikash kumar choudhary	1.25	0-25	Temp	Shop	Shopkeeper	Squatter		OBC	BPL
300	Sathi	Lauriya	20.700	Swami Nath Ram	3	76-100	Temp	Kiosk	Shopkeeper	Squatter		SC	SC
301	Sathi	Lauriya	20.800	Vindhyachal Raut	0.85	26-50	Temp	Kiosk	Labour	Squatter		SC	SC
302	Sathi	Lauriya	20.900	Binod chaudhary	5.4	51-75	Temp	Shop	Labour	Squatter		SC	SC
302	Sathi	Lauriya	20.900	Binod chaudhary	1.4	0-25	Temp	Hut		Squatter			
303	Sathi	Lauriya	20.900	Chhuna choudhary	6.6	26-50	Semi Perma	Hut	Labour	Squatter		SC	SC
304	Sathi	Lauriya	21.000	Nandlal Baitha	1.68	0-25	Semi Perma	Shop	Pensionar	Squatter		SC	SC
305	Sathi	Lauriya	21.100	Magane Bhagat	1.26	26-50	Temp	Kiosk	Business	Squatter		OBC	NTH
306	Sathi	Lauriya	21.600	Gauri shankar sah	2.52	51-75	Temp	Kiosk	Business	Squatter		OBC	NTH
307	Sathi	Lauriya	21.600	Vijay prasad	4	26-50	Temp	Hut	Labour	Squatter		SC	SC
308	Sathi	Lauriya	21.700	Rajdev kushwaha	0.75	26-50	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL

S.No.	Name of the Village	Name of Block	Chainage Kilometer	Name of the Owner	Area of the Affected Structure (sq.m)	Scale of Impact (in %)	Type of Construction of Structure	Use of Structure	Type of Business	Status of Structure	Tenant	Social Category	Vulnerability
309	Sathi	Lauriya	21.900	Lalu Yadav	RW	76-100	Semi Perma	Boundary Wall	Labour	Squatter		OBC	NTH
310	Sathi	Lauriya	22.100	Pappu Yadav	2.5	26-50	Semi Perma	Shop	Shopkeeper	Squatter		OBC	BPL
311	Sathi (Nami chowk)	Narkatiyaganj	23.100	Raju kumar	2.56	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
312	Sathi (Nat mahala)	Narkatiyaganj	23.900	Amin Baitha	2.5	0-25	Temp	Hut	Labour	Squatter		OBC	WHH
312	Sathi (Nat mahala)	Narkatiyaganj	23.900	Amin Baitha	9.6	26-50	Temp	Hut		Squatter			
313	sathi (islampur)	Narkatiyaganj	23.900	Mustakh alam	8.5	26-50	Temp	Shop	Labour	Squatter		GEN	BPL
314	Hichhopal	Narkatiyaganj	25.100	Parma Ram	2.8	0-25	Temp	Hut	Labour	Encroacher		SC	SC
315	Hichhopal	Narkatiyaganj	25.200	Nandlal mahto	5.4	51-75	Temp	Shop	Business	Squatter		OBC	BPL
316	Harnahiya	Narkatiyaganj	25.900	Naresh Prasad	3	76-100	Temp	Kiosk	Shopkeeper	Squatter		GEN	NTH
317	Harnahiya	Narkatiyaganj	26.200	Bhuneshwar Raj	11.31	26-50	Temp	Hut	Labour	Squatter		OBC	BPL
318	Harnahiya	Narkatiyaganj	26.300	Thakur rai	11.4	51-75	Temp	Hut	Labour	Squatter		OBC	NTH
319	Lohra Bari chowk	Narkatiyaganj	27.600	Madan Ram	3.6	26-50	Temp	Shop	Shopkeeper	Squatter		SC	SC
320	Koiergawa chowk	Narkatiyaganj	30.200	Raktu Malik	9	76-100	Temp	Hut	Labour	Squatter		SC	SC
320	Koiergawa chowk	Narkatiyaganj	30.200	Raktu Malik	8.8	51-75	Temp	Hut		Squatter			
320	Koiergawa chowk	Narkatiyaganj	30.200	Raktu Malik	10	76-100	Temp	Hut	Labour	Squatter			
321	Puran chowk	Narkatiyaganj	30.300	Ramayan Prasad	2.25	76-100	Semi Perma	Kiosk	Shopkeeper	Squatter		OBC	BPL
322	Koiergawa	Narkatiyaganj	30.300	Sanjay sah	11.48	26-50	Semi Perma	Shop shed	Farmer	Encroacher		OBC	Nil
323	Koiergawa	Narkatiyaganj	30.300	Anand kumar	4.32	76-100	Semi Perma	Kiosk	Shopkeeper	Squatter		GEN	NTH
324	Koiergawa	Narkatiyaganj	30.300	Umesh Thakur	5.5	51-75	Temp	Shop	Shopkeeper	Squatter		OBC	NTH
325	Koiergawa	Narkatiyaganj	30.300	Vikash kumar	3.6	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	NTH
326	Koiergawa	Narkatiyaganj	30.400	Ajay Mahto	3.4	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
327	Koiergawa	Narkatiyaganj	30.400	Parhlad yadav	2.55	76-100	Temp	Kiosk	Business	Squatter		OBC	BPL

S.No.	Name of the Village	Name of Block	Chainage Kilometer	Name of the Owner	Area of the Affected Structure (sq.m)	Scale of Impact (In %)	Type of Construction of Structure	Use of Structure	Type of Business	Status of Structure	Tenant	Social Category	Vulnerability
328	Koiergawa	Narkatiyaganj	31.300	Ramavtar Patel	16.45	51-75	Temp	House	Labour	Squatter		OBC	BPL
328	Koiergawa	Narkatiyaganj	31.300	Ramavtar Patel	5.1	26-50	Temp	Hut		Encroacher			
329	Koiergawa	Narkatiyaganj	31.300	Krishnwati devi	8	26-50	Temp	Hut	Labour	Squatter		OBC	BPL
329	Koiergawa	Narkatiyaganj	31.300	Krishnwati devi	3.5	26-50	Temp	Hut		Encroacher			
330	Koiergawa	Narkatiyaganj	31.300	TunTun Patel	3.2	0-25	Temp	Hut	Labour	Encroacher		OBC	BPL
330	Koiergawa	Narkatiyaganj	31.300	TunTun Patel	5.5	0-25	Semi Perma	House		Encroacher			
330	Koiergawa	Narkatiyaganj	31.300	TunTun Patel	10.5	76-100	Temp	Hut		Squatter			
331	Koiergawa	Narkatiyaganj	31.300	Jagdev patel	2.5	26-50	Temp	Cattle Shed	Labour	Encroacher		OBC	BPL
332	Koiergawa	Narkatiyaganj	31.300	Timal Patel	12.6	76-100	Temp	Cattle Shed	Labour	Squatter		OBC	BPL
333	Koiergawa	Narkatiyaganj	31.400	Lakhichandar Patel	4.8	0-25	Temp	Hut	Labour	Encroacher		OBC	BPL
333	Koiergawa	Narkatiyaganj	31.400	Lakhichandar Patel	10	26-50	Temp	Hut		Encroacher			
334	Koiergawa	Narkatiyaganj	31.400	Mahendra patel	10	76-100	Temp	Cattle Shed	Labour	Squatter		OBC	BPL
335	Koiergawa	Narkatiyaganj	31.400	Pintu Mishra	4	76-100	Temp	Kiosk	Business	Squatter		GEN	BPL
336	Koiergawa	Narkatiyaganj	31.400	Nagendra Mahto	8	51-75	Temp	House	Labour	Squatter		SC	SC
337	Koiergawa	Narkatiyaganj	31.500	Deepu kumar	1.7	51-75	Temp	Kiosk	Shopkeeper	Squatter		OBC	NTH
338	Koiergawa	Narkatiyaganj	31.500	Ramdev Mahto	7.5	26-50	Semi Perma	House	Labour	Encroacher		OBC	BPL
339	Koiergawa	Narkatiyaganj	31.500	Pahlad Mahto	6.9	76-100	Temp	Shop	Shopkeeper	Squatter		OBC	NTH
340	Sofowa (SSB Camp)	Narkatiyaganj	32.000	Ramdev Mahto	2.89	76-100	Temp	Kiosk	Labour	Squatter		OBC	BPL
341	Pipra Dilwalia	Narkatiyaganj	32.100	Dhanmanti Kaur	2.55	76-100	Temp	Kiosk	Labour	Squatter		OBC	BPL
342	Pipra Dilwalia	Narkatiyaganj	33.200	Vinod das	2.88	76-100	Temp	Kiosk	Business	Squatter		OBC	NTH
343	Pipra Dilwalia	Narkatiyaganj	33.700	Munna Prasad	2.25	76-100	Temp	Kiosk	Shopkeeper	Squatter		OBC	BPL
344	Pipra Dilwalia	Narkatiyaganj	33.700	Shivnath paswan	3.24	76-100	Temp	Kiosk	Business	Squatter		SC	SC

APPENDIX 3- LIST OF CPR

Sl.No.	Name of the Village	Chainage Kilometer	Name of the Owner	Area of the Affected Structure			Scale of Impact (In %)	Type of Construction of Structure	Use of Structure
				Length (M)	Width (M)	Area (sq.m)			
1	Chhawni	0.500	Kabristan	4.5	3.5	15.75	51-75	Permanent	Sacred Grove
2	Mehediyabadi	1.400	Mosque	2.6	2.5	6.5	51-75	Semi Permanent	Mosque
3	Mehediyabadi	1.400	Govt Toilet	1.5	1.5	2.25	76-100	Semi Permanent	Toilet
4	Pakdihar	8.000	Temple	6.7	1.7	11.39	26-50	Permanent	Temple
5	Pakdihar	8.300	Temple	2.4	1	2.4	51-75	Permanent	Temple
6	Kaithwaliya	12.200	Bus stop	5.4	2.8	15.12	76-100	Permanent	Bus Stop
7	Chanpatiya	15.100	Govt school			0	76-100		School
8	Chanpatiya	15.700	Govt school gate	4.6	0.5	2.3	76-100	Permanent	School
9	Chanpatiya	15.700	Bus stop	8.6	3	25.8	76-100	Permanent	Bus Stop
10	Chanpatiya	15.700	Public Toilet	7.5	3.2	24	26-50	Permanent	Toilet
11	Netua Toli	23.900	Bus stop	5.3	2.7	14.31	76-100	Permanent	Abandoned
12	Koorgawa	30.400	Chabutra	6.6	4.5	29.7	76-100	Semi Permanent	Chabutra
13	Kudia Kothi	3.300	Temple Chabutra	10.6	5	53	51-75	Semi Permanent	Chabutra
14	Kudia Kothi	3.300	Hanuman Temple	2	1.8	3.6	76-100	Semi Permanent	Temple
15	Tola Pakdihar	7.900	Toilet	1.5	1.5	2.25	76-100	Semi Permanent	Toilet
16	Tola pakdihar	7.900	Toilet	1.5	1.5	2.25	76-100	Semi Permanent	Toilet
17	Pakdihar	8.300	Bus stop	5.2	2.2	11.44	51-75	Permanent	Bus Stop
18	Mahana	9.800	School Toilet	3.5	1.5	5.25	26-50	Permanent	Toilet
19	Mahana	9.800	Village gate	5.5	0.5	2.75	76-100	Semi Permanent	Village gate
20	Chanpatiya	15.200	Nagar Panchayat Office	6	3	18	0-25	Permanent	Govt. Office
21	Chanpatiya	15.200	Nagar Panchayat Office	2.5	2	5	76-100	Semi Permanent	Store Room
22	Chanpatiya	15.600	Statue of gulab chand gupta	3	3	9	76-100	Permanent	Statue
23	Satwariya	18.800	Bus stop	4	2.5	10	51-75	Permanent	Bus Stop
24	Sathi	22.100	Bus stop	10	1	10	0-25	Permanent	Bus Stop
25	Hichhopal	25.800	Kalimah Taiyybah	4	2.2	8.8	51-75	Semi Permanent	Madarsa Store Room

			mission Educational and welfare trust						
26	Harnahiya	25.900	Bus stop	5.1	2.5	12.75	76-100	Permanent	Bus Stop
27	Harnahiya	25.900	Temple	4.3	2.5	10.75	51-75	Semi Permanent	Pujari Room
28	Harnahiya	25.900	Temple	5	3.4	17	51-75	Permanent	Temple
29	Lohra Bari chowk	27.600	Bus stop	7.5	2	15	26-50	Permanent	Bus Stop
30	Koiergawa	30.400	Bus stop	4.1	3	12.3	76-100	Permanent	Bus Stop
31	Narkatiyaganj	35.100	Toilet (Govt)	8.5	2	17	76-100	Permanent	Toilet under construction

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APPENDIX4: FINDINGS OF CONSULTATIONS

Chainage	Village	Type of village	Tehasil/ Block	District	GPS Coordinates Longitude Latitude	Date of Consultation	Number of Participants
0+300 - 0+400	Chhawni	Semi Urban	Bettiah	West Champaran	Longitude 26.819444 / N 26°49' 10" Latitude 84.502500 / E 84°30' 09"	3/10/2021	20M, 11F
3+100 - 3+200	Kudiya-Kothi (Bettiah Dih)	Rural	Chanpatia	West Champaran	Longitude: 26.844053/N 26°50'38" Latitude: 84.50443/E 84°30'16"	3/10/2021	18M, 13F
16+300 - 16+400	Chanpatia	Semi Urban	Chanpatia	West Champaran	Longitude 26.956532 Latitude 84.535639	3/10/2021	10M, 10F
21+100 - 21+200	Sathi	Rural Type	Loriya	West Champaran	Longitude: 26.991111/N 26°59'28" Latitude: 84.523611/E 84°31'25"	4/10/2021	17M, 9F
32+000-32+100	Setwa	Rural	Narkatiyagani	West Champaran	Longitude: 27.083889/N 27°05'02" Latitude: 84.479167/E 84°28'45"	04/10/2021	17M, 17F

Village	General perception about the project and the awareness about the proposed project.	Support of local people for the proposed project.	Any critical issue or concern by the local people regarding the project ?	Any specific measure you would like to see considered during project design, construction and operation stage ?
Chhawni	People are aware of the Project and want it to be upgraded as soon.	Yes, in support of the proposed project.	No	To avoid encroachment in future the drain should always be constructed at the edge of the RoW.
Kudiya-Kothi (Bettiah Dih)	Road should be rehabilitated as soon.	Yes, in support of the proposed project.	No	Road speed breaker and street light in the village area.
Chanpatia	Peoples are waiting for improvement of the project. Peoples are aware about the project.	Yes, in support of the proposed project.	Risk of accidents	A road divider for one way traffic and drains on both side of the road.
Sathi	Local people are curious about the project and want to know when the work will be started.	Yes, in support of the proposed project.	Loss of residential and commercial structure	Foot path, drainage and bus stand are key features required in the populated areas.
Sofwa	Project is very useful for local people. Most of the villagers are aware of the project.	Yes, in support of the proposed project.	Speed breaker, road crossing point and bus stand should be there in habitation areas.	Drainage system and foot path in settlement areas.

Village	Do you have any problem with the existing road?	In your opinion if the road has to be expanded, which side should the expansion take place and why ?	What is the Mode of Transport ?	How much time you spend for reaching to District HQ ?
Chhawni	Water logging during rainy season.	Both side because land is available equally on both sides.	Bus, Auto rickshaw, Car and Bike.	15 minutes
Kudiya-Kothi (Bettiah Dih)	Traffic jam occurred more frequently.	Both side in order to avoid impact on structures and involuntary resettlement.	Private bus, car, Auto rickshaw and two wheeler.	It takes half an hour to reach the district H.Q.
Chanpatia	No, we don't have any problem with the existing road.	Side selection can be taken up based on the magnitude of impact on structures.	Bus, auto rickshaw, car and bike.	It makes 40-45 minutes to reach the district H.Q.
Sathi	Existing road is not enough for the current traffic load.	Road should be expanded both side.	Bus, auto rickshaw, bike and car.	It takes approx 1 hour to reach the district H.Q.
Sofwa	Road condition is bad.	Habitation side should be avoided.	Bus and the Auto rickshaw are the main mode of transport.	It takes 1 hour 15 minutes to reach district H.Q.

Village	How is the Frequency of Public Transport?	Do you sell your agricultural product in the market? If yes, How do you transport them?	Is the proposed project going to reduce accidents and provide better traffic system?	Is it commercially developed area?	Is it an industrial area ?
Chhawani	15-20 minutes.	Yes, By mini truck, Lorry and Tractor.	People don't think that proposed project may reduce accidents If speed of vehicle is not controlled.	No	No
Kudiya-Kothi (Bettiah Dih)	Half an hour.	Yes, we do sell our agriculture product in the market. We transport them through Tractor, Pickup Van etc.	Yes, proposed project may provide better traffic system but chances of accidents may increase.	No	No
Chanpatia	The frequency of public transport is approx. half an hour.	No, because most of people don't have agriculture land in our area.	It is expected that proposed project going to reduce accident and provide better transport and traffic system.	Yes	No
Sathi	Frequency of transport is good. It has gap between 20-30 minutes.	Yes, we do sell our agriculture product in the market. We transport it through Tractor, Pickup Van etc.	Accidents may increase because vehicle's speed will more than now.	No	No
Sofwa	Frequency of transport is not good. Approx. 30-40 minutes.	By auto and Lorry.	Traffic and transportation system will improve but accidents may also increased.	No	No

Village	What are the economic activities? Land use, cropping pattern (Seasonal), type of crops etc.?	Current rates for the land per acre	Main source of drinking water	Is there shortage of water for human consumption?
Chhawni	Economic activities are Business, Service and Labour. Land is used for cultivation. 2 Seasonal cropping pattern. Paddy, Wheat and Sugarcane are main crops.	Current rates for the land per acre is 4.5 crore.	Handpump and supply water.	No, there is no shortage of water for human consumption.
Kudiya-Kothi (Bettiah Dih)	Economic activities are Agriculture, Business and Labour. Most of land is used for agriculture purpose. There is two seasonal cropping patterns. Type of crops are paddy, wheat, and sugarcane.	4 crore per acre.	Supply water and Handpump.	No
Chanpatia	Economic activities are Business, Service and Labour and Agriculture. Land used for agriculture, 2 Seasonal cropping patterns. Type of crops are Paddy, Wheat and Sugarcane.	Current rate for the land per acre is 5 crore.	Handpump and supply water.	No
Sathi	Economic activities are Labour, business and agriculture. Land use for agriculture. 2 Seasonal cropping patterns. Type of crop are Paddy, Wheat and Sugarcane.	Current rate of road is approx. 8000000/acre	Handpump and supply water is main source of drinking water.	No, there is no shortage of water for human consumption.
Sofwa	Most of the land are farmland. 2 seasonal crops are grown. Paddy and wheat, Maize, Pulses are grown.	6000000 to 8000000/acre.	Handpump and village water supply scheme.	No

Village	Is there any loss of residential/commercial structures due to the project?	Is there any Loss of community life like Market places or community activities to be effected?	Resettlement and Land acquisition (if foreseen due to expansion of road) Has there been land acquisition before?	Availability of Hospitals and over all environment condition. Is there any chronic disease prevalent in this area and are you aware about HIV/AIDS and STD?
Chhawni	Yes, there is minor loss of residential/ commercial structures due to the project.	No, there is not any loss of community life like Market places or community activities to be affected.	No, there has not been any land acquisition before.	Diabetes and heart diseases are commonly diseases. Peoples are aware of HIV/AIDS and STD.
Kudiya-Kothi (Bettiah Dih)	Yes, there is loss of residential/ commercial structure due to the project.	No, there is not any loss of community life like Market places or community activities to be affected.	No, there has not any land acquisition before.	Main hospital is available in district and PHC on block level. Overall environmental condition is good. No there has not any chronic disease prevalant in this area. Yes, we are aware about HIV/ AIDS and STD.
Chanpatia	Yes, there is loss of residential/ commercial structure due to the project.	No, there is not any loss of community life like Market places or community activities to be affected.	Can't say.	Diabetes, Arthritis, Hepatitis some common diseases in this area and yes, we are aware about HIV/AIDS and STD.
Sathi	Yes, there is loss of residential/ commercial structure due to the project. But is not a big concern.	No, there is not any loss of community life like Market places or community activities to be affected.	No	No chronic disease. Yes, we are aware about HIV/AIDS and STD.
Sofwa	Yes	Yes. Few local vendors may be affected.	No land acquisitions.	No, chronic diseases are seen. People are aware of HIV/AIDS and STD.

Village	What are the challenges facing due to Covid -19 in the area?	Poverty Level: Is the area poor or very poor or well off?	Education Status: Literate, illiterate etc	Employment Status: Percentage of employment/ unemployment	Migration pattern (If any), inward or outward
Chhawni	Unemployment, shortage of money food etc.	Yes, the area is poor.	70% people are illiterate.	Only 60% people are found employed.	Yes, outmigration is prevalent.
Kudiya-Kothi (Bettiah Dih)	Unemployment, loss of business etc.	The area is poor.	30% are illiterate.	50% Employment and 50% unemployment.	Yes, outmigration is prevalent.
Chanpatia	Loss of trade and Employment. Health issues, Different kinds of psychological impact on people.	The area is well off.	70% people are illiterate.	80% Employment and 20% unemployment.	Yes, outmigration is prevalent.
Sathi	Lack of job, food, medical facility and money.	Poor.	30% are illiterate.	20-30% has only Employment only rest has unemployment.	Yes, outmigration is prevalent.
Sofwa	Lack of food and medical facilities.	Poor	50% are literate.	25% only employed (in small business labour)	30% labours migrate inwards and 30% migrate outwards.

Village	If the widening of the road necessitates dislocation, where would you like to be relocated ?	What is the possibility of shifting the religious structure(s) if any? And where to relocate?	Preferred option for compensation (Cash or kind)	Perceived benefits from the project
Chhawani	In current locality only.	It would be relocated at another place if such possibility is arising.	Cash compensation.	<ul style="list-style-type: none"> · Reach to destination in short time. · Speed of vehicle will increase. · May be some Industry will come up and business and employment opportunity will increase
Kudiya-Kothi (Bettiah Dih)	Some other place.	There is possibility of shifting the religious structure, should be relocated in nearby place.	Cash compensation only.	<ul style="list-style-type: none"> Benefits are employment opportunity will increase. · New investment may come up. · Land price will increase. · Less time to reach market, hospital and other major destination. -Saving of fuel and time.
Chanpatia	In the same village.	No such possibility is there.	Cash compensation.	<ul style="list-style-type: none"> · Easy to reach District town. · Vehicle's speed will increase. Save fuels. · Easy to reach hospital, collage and other destination.
Sathi	Can't say	If there is shifting of the religious structure, relocate it to other place where land is available. It should be near to this village and shifted with the concurrence of villagers.	Prefer cash compensation.	<ul style="list-style-type: none"> Land value will increase. Easy to reach better hospital and big town. Increase employment opportunity. Business will increase.
Sofwa	Relocate in nearby areas.	On RoW if space is available.	Cash.	<ul style="list-style-type: none"> Easy access to the several place. Comfortable and smooth journey. land value will be high, Market area will increase, Tourism will be increase.

Village	Perceived Losses from the project	what are the organizations like NGOs/CBOs active in the area?	Is this consultation useful? How?	Likely involvement of local people in the implementation of the project?	What is the tourism potential in the area?	Any other Issues
Chhawani	<ul style="list-style-type: none"> Some persons may lose their residential/commercial structure. No. of accidents will increase. 	No, there are no any organization like (NGOs/CBOs/Civil society) active in the area.	Yes, this consultation is very useful.	Yes, local people will involve in the implementation of the project.	No tourism spot in the area.	If possible, there must be breaker, street light on the proposed road.
Kudiya-Kothi (Bettiah Dih)	<ul style="list-style-type: none"> People will become homeless. Many people will lose their shops. 	No	Yes, this consultation is useful, we are able to know many things about the project.	Yes, local people will like to involve in the implementation of the project as worker.	No	There should be lighting facility Foot path, zebra crossing, bus stop in the habitation area.
Chanpatia	<ul style="list-style-type: none"> Loss of Residential/Commercial structure due to the project. Accidents may increase. 	Yes, there is an organization NGO active in the area. Name of the NGO is Sita Welfare Society.	Yes, this consultation is very useful.	Yes, Local people will involve in the implementation of the project as per requirement.	No, It is not tourism potential area.	Drain must be there along the road side. Bus stop & Toilet should be at all villages.
Sathi	<ul style="list-style-type: none"> Pressure on existing infrastructure. Increase in road accident. Increase in pollution. 	No, not any NGOs/CBOs/Civil society active in the area.	Consultation is useful, due to this people are able to understand many things.	Yes, local people will involve in the implementation of the project as required.	No, any tourism potential in this area.	Not any other issues.
Sofwa	Pollution and population will increase, conflicts may increase with outsiders.	No NGO are active.	Yes, it is useful to be aware about the road benefits.	Yes, they agree to involve in project implementation as per requirement.	Tourists may prefer good road for travelling.	No

APPENDIX 5: PHOTOGRAPHS AND LIST OF PARTICIPANTS IN FGD ALONG THE ROAD



Consultation at Chhawani Village



Consultation at Kudiya-Kothi Village



Consultation at Chanpatia Village



Consultation at Sathi Village



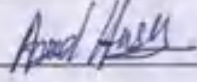
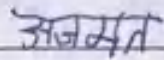

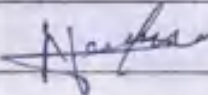
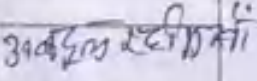
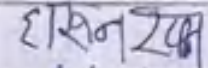
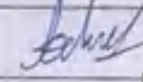
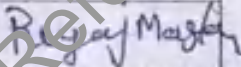
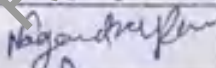
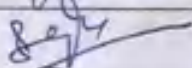

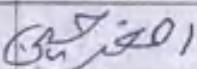
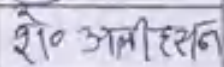
Consultation at Sofwa Village

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Vill - Chakwani

Bihar State Highway Project-3 (Phase-2)

4. List of Participants

S.L.	Name	Profession	Age	Sex	Signature
1	SHAIKH MODAZAH	BUSINESS	51	M	
2	AJMAT SHAH	LABOUR	51	M	
3					
4	WASH MAHAMAD CAH		75	M	
5					
6	Nandlal Yadav	BUSINESS	45	M	
7	Tayab Khan		60	M	Tayab Khan
8					
9	ABDUL RAHIM	LABOUR	50	M	
10	HARUN KHAN	LABOUR	45	M	
11	Md AZAZAH		44	M	
12					
13	RIYAZ MASTAN	LABOUR	45	M	
14	NAJENDRA RAM	SERVICE	57	M	
15	Mohd Fomuk	EX SERVICE MAN	50	M	
16	Sahab Alam	Businessman	40	M	Sahab
17					
18	BOLAR KHAN		65	M	
19					
20	AZALAR HUSAIN	LABOUR	53	M	
21	SEKH ALI MANSAN		63	M	

vill- Chhaemi

Bihar State Highway Project-3 (Phase-2)

S.L	Name	Profession	Age	Sex	Signature
22	MD RAZAB SAH				
23	MD RAZAB SAH	LABOUR	50	M	MD RAZAB SAH
24	MD AKRAM KHAN	BUSINESS	33	M	MD AKRAM KHAN
25	MANSOOR ALAM	LABOUR	43	M	MANSOOR ALAM
26	AZAGAR SAH	LABOUR	55	M	AZAGAR SAH
27	AKBAR SAH	LABOUR	35	M	AKBAR SAH
28					
29					
30					
31					
32					
33					
34					
35					

VILL - CHHAWNI

Bihar State Highway Project-3 (Phase-2)

List of Participants

S.L.	Name	Profession	Age	Sex	Signature
1	CHANDA KHATOON	HOUSEWIFE	35	F	चंदा खातून
2					
3	PARZANA KHATOON	HOUSEWIFE	36	F	परजाना/य/
4					
5	HARZANA KHATOON	HOUSEWIFE	38	F	हरजाना/य/
6					
7	REHANA KHATOON	HOUSEWIFE	50	F	
8					
9	AISHA KHATOON	HOUSEWIFE	58	F	
10					
11	SAHINA KHATOON	HOUSEWIFE	32	F	सहिन खातून
12					
13	GAYTRI DEVI	HOUSEWIFE	35	F	गायत्री देवी
14					
15	BABIYA KHATOON	HOUSEWIFE	45	F	बाबिया खातून
16					
17	BISHMILLAH KHATOON	HOUSEWIFE	65	F	
18					
19	KAUSHART KHATOON	HOUSEWIFE	35	F	कौशर खातून
20	SAHINA KHATOON	HOUSEWIFE	35	F	सहिन खातून

Vill - Kudiya-Kothi (Betiah Dih)

Bihar State Highway Project-3 (Phase-2)

4. List of Participants

S.L.	Name	Profession	Age	Sex	
1	SANJAY CHAUDHRY	LABOUR	25	M	
2					
3	RAGHUNATH CHAUDHRY	LABOUR	40	M	
4					
5	DHANJAY MAHTO	LABOUR	40	M	एलनन
6	JAIKRIPA DHAGAD	LABOUR	50	M	
7					
8	HUGALI CHAUDHRY	LABOUR	40	M	
9					
10	SURENDRA PAWAN	LABOUR	40	M	सुरेंद्र पान
11					
12	BHULAN CHAUDHRY	LABOUR	55	M	
13					
14	NATHUNI MAHTO	LABOUR	60	M	
15					
16					
17	SATIANARANI SAM	LABOUR	55	M	
18					
19					
20	ASHOK CHAUDHRY	LABOUR	45	M	
21	VENOD CHAUDHRY	LABOUR	40	M	विनोद चौधरी

Vill- Kudiya Kotki (Betich Dih)

Bihar State Highway Project-3 (Phase-2)

S.L.	Name	Profession	Age	Sex	Signature
22	MUNNA KUMAR	STUDENT	22	M	Munna Kumar
23					
24	UMESH PASWAN	LABOUR	40	M	
25					
26	GUDDU CHAUDHRY	LABOUR	35	M	
27					
28	KRISHNA KUMAR	STUDENT	20	M	क्रिष्णा कुमर
29	JIUT KUMAR	STUDENT	18	M	जित कुमार
30					
31	RAJKISHOR CHAUDHARY	FARMER	42	M	राजकिशोर चौधरी
32					
33	RAJAN KUMAR	BUSINESS	22	M	राज कुमार
34					
35					

vill - Kudrya-Kothi (Betwah Dist)

Bihar State Highway Project-3 (Phase-2)

List of Participants

S.L.	Name	Profession	Age	Sex	Signature
1	RANI KUMARI	STUDENT	17	F	Rani Kumari
2	TANU KUMARI	STUDENT	15	F	Tanu Kumari
3					
4	RASHMI DEVI	HOUSEWIFE	35	F	
5					
6	RISHI DEVI	HOUSEWIFE	36	F	Rishi Devi
7					
8	GIRIJA DEVI	HOUSEWIFE	45	F	Girija Devi
9					
10	SABITA DEVI	HOUSEWIFE	30	F	
11					
12	NIKI DEVI	HOUSEWIFE	35	F	Niki Devi
13					
14	SARSWATI DEVI	HOUSEWIFE	55	F	
15					
16	VAGRATI DEVI	HOUSEWIFE	58	F	
17					
18	KANTI DEVI	HOUSEWIFE	55	F	Kanti Devi
19					
20	RAJMATI DEVI	HOUSEWIFE	50	F	

vill. Kadiya Kothi (Betiah Dih)

Bihar State Highway Project-3 (Phase-2)

List of Participants

S.L.	Name	Profession	Age	Sex	Signature
1	PRABHA DEVI	HOUSEWIFE	30	F	प्रभादेवी
2					
3	SONALI DEVI	HOUSEWIFE	25	F	सोनली देवी
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Vill- Champatia

Bihar State Highway Project-3 (Phase-2)

4. List of Participants

S.L.	Name	Profession	Age	Sex	Signature
1	VIKASH KUMAR RAM	LABOUR	24	M	Vikash Kumar Ram
2					
3	SAGAR RAM	LABOUR	16	M	Sagar Ram
4					
5	PINTU KUMAR RAM	STUDENT	16	M	Pintu Kumar
6					
7	HIRALAL KUMAR	LABOUR	26	M	Hiralal Kumar
8					
9	SONELAL	STUDENT	19	M	Sona
10					
11	DRUV MUKHIYA	LABOUR	60	M	
12					
13					
14					
15	RAMNATH GOND	LABOUR	45	M	Ramnath Gond
16					
17	PANALAL SAH	BUSINESS	52	M	Panalal Sah
18					
19	DEVNANDAN SAH	LABOUR	55	M	Devnandan Sah
20					
21					

vill- Champatia

Bihar State Highway Project-3 (Phase-2)

S.L.	Name	Profession	Age	Sex	Signature
22	PAPU KUMAR TIWARI	PUJARI	35	m	
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					

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Vill- Chanpatia

Bihar State Highway Project-3 (Phase-2)

List of Participants

S.L.	Name	Profession	Age	Sex	
1	PARBHAWATI DEVI	HOUSEWIFE	30	F	
2					
3	SANTU DEVI	HOUSEWIFE	30	F	
4					
5	MAINA DEVI	HOUSEWIFE	40	F	मैना देवी
6					
7	SHRADA DEVI	HOUSEWIFE	40	F	
8					
9	USHA DEVI	HOUSEWIFE	40	F	उषा देवी
10					
11	NAGAWATI DEVI	HOUSEWIFE	38	F	नगवती देवी
12					
13	SONIYA DEVI	HOUSEWIFE	35	F	
14					
15	RADIKA DEVI	HOUSEWIFE	55	F	रदिका देवी
16					
17	MUNIT DEVI	HOUSEWIFE	40	F	
18					
19	PHOOLMATI DEVI	HOUSEWIFE	48	F	
20					

viii- Sathi

Bihar State Highway Project-3 (Phase-2)

4. List of Participants

S.L.	Name	Profession	Age	Sex	Signature
1	KEDAR RAM	FARMER	42	M	केदार राम
2					
3	SITA RAM RAM	LABOUR	58	M	सीताराम राम
4					
5	MUNA CHOUDHARY	LABOUR	32	M	मुना चौधरी
6					
7	PARMOD RAM	LABOUR	42	M	परमोद राम
8					
9	RAMCHANDRA CHOUDHARY	FARMER	53	M	रामचंद्र चौधरी
10					
11	LALAN CHOUDHARY	LABOUR	42	M	लालन चौधरी
12					
13	RAFI AHMAD	DRIVER	30	M	रफी अहमद
14					
15	MOBARK MIYAN	LABOUR	34	M	मुबारक मियाँ
16					
17	SAMSAD KHAN	BUSINESS	50	M	samsad Khan
18					
19	JATASANKAR CHOUDHAR	LABOUR	56	M	जटारंकर चौधरी
20					
21	SAWMI NATH RAM	BUSINESS	60	M	

vill- Sathi

Bihar State Highway Project-3 (Phase-2)

S.L.	Name	Profession	Age	Sex	Signature
22	SONU KUMAR	STUDENT	28	M	Sonu Kumar
23					
24	AEZAZUL HOQ	FARMER	75	M	
25					
26	RAMAKANT CHOUDHARY	LABOUR	60	M	
27					
28	DHANANJAY SRISHTAV	LABOUR	45	M	
29					
30	CHANDAN BAIJHA	LABOUR	29	M	
31					
32	TAIYB ALAM	LABOUR	48	M	
33					
34					
35					

Vill - Sathi

Bihar State Highway Project-3 (Phase-2)

List of Participants

S.L.	Name	Profession	Age	Sex	Signature
1	ZARENA KHATOON	HOUSEWIFE	30	F	जरीना खतून
2					
3	MUNI DEVI	HOUSEWIFE	32	F	मुन्नी देवी
4					
5	MAYAMA DEVI	HOUSEWIFE	60	F	
6					
7	LALMATI DEVI	HOUSEWIFE	40	F	लालमती देवी
8					
9	BASANTI DEVI	HOUSEWIFE	65	F	
10					
11	PARBHAWATI DEVI	HOUSEWIFE	40	F	पारबती देवी
12					
13	JAGANTI DEVI	HOUSEWIFE	60	F	
14					
15	RAMBHA DEVI	HOUSEWIFE	65	F	
16					
17	SANANTI DEVI	HOUSEWIFE	62	F	
18					
19					
20					

vill - Sojwa




Bihar State Highway Project-3 (Phase-2)

4. List of Participants

S.L.	Name	Profession	Age	Sex	Signature
1	SATAN MAHTO	LABOUR	50	MALE →	
2	RAMRUP MAHTO	LABOUR	40	M →	
3					
4	DARMENDRA KUMAR	STUDENT	18	m	
5	DHANAI MAHTO	FARMER	31	m	
6					
7	SAHDEV MAHTO	LABOUR	55	m	
8					
9	RAMJET MAHTO	FARMER	60	m	
10	RAJDEV MAHTO	LABOUR	46	m	
11	HIMANSHU KUMAR	LABOUR	35	m	
12					
13	SHUDAMA MAHTO	FARMER	55	m	
14	RAJ KUMAR	LABOUR	35	m	
15					
16	LALAN MAHTO	FARMER	51	m	
17					
18	DINESH MAHTO	LABOUR	50	m	
19					
20	NANDU MAHTO	LABOUR	50	m	
21					

Vill - Sofwa







Bihar State Highway Project-3 (Phase-2)

S.L.	Name	Profession	Age	Sex	Signature
22	MADAN MAHTO	LABOUR	50	M	
23					
24	RAJU PASWAN	FARMER	45	m	राजु पासवान
25					
26	SUDHARSAN MAHTO	FARMER	50	m	
27					
28	CHOTELAL CHOUHAN ARY	LABOUR	46	m	
29					
30					
31					
32					
33					
34					
35					

vill - Sojwa

Bihar State Highway Project-3 (Phase-2)

List of Participants

S.L	Name	Profession	Age	Sex	Signature
1	SHOBHA DEVI	HOUSEWIFE	50	F	
2					
3	DURGAWATI DEVI	HOUSEWIFE	45	F	दुर्गावती देवी
4					
5	SHUSHILA DEVI	HOUSEWIFE	65	F	
6					
7	PARTIMA DEVI	HOUSEWIFE	52	F	
8					
9	RADHIKA DEVI	HOUSEWIFE	60	F	राधीका देवी
10	ANITMA KUMARI	STUDENT	17	F	अनिता कुमारी
11					
12	ANKARI DEVI	HOUSEWIFE	62	F	
13					
14	CHIRAI DEVI	HOUSEWIFE	65	F	
15					
16					
17	NAGAWLI DEVI	HOUSEWIFE	55	F	नागवली देवी
18					
19	PHOOLBADAN DEVI	HOUSEWIFE	45	F	
20					

vill- Sofwa

Bihar State Highway Project-3 (Phase-2)

S.L.	Name	Profession	Age	Sex	Signature
22	SABITA DEVI	HOUSEWIFE	32	F	
23	CHANDANI DEVI	HOUSEWIFE	26	F	चंदनी देवी
24					
25	MATRANI DEVI	HOUSEWIFE	62	F	
26					
27	SHANTI DEVI	HOUSEWIFE	58	F	
28					
29	AFRUNGA KHATOON	HOUSEWIFE	45	F	अरुंगा खटून
30					
31	LALMUNI DEVI	HOUSEWIFE	40	F	
32					
33	SARITA DEVI	HOUSEWIFE	30	F	सरिता देवी
34					
35					

APPENDIX 6: TERMS OF REFERENCE (TOR) FOR THE RP IMPLEMENTING AGENCY/NGO TO IMPLEMENT THE RESETTLEMENT PLAN (RP) FOR TWO-LANE SH-105

A. Project Background

1. The Bihar State Road Development Corporation Limited (BSRDCL), Government of Bihar is presently implementing Bihar State Highways (BSHP) Project under Asian Development Bank (ADB) assistance to strengthen and rehabilitate the deteriorated state roads and upgrade some newly declared state roads to provide reliable road transport services in the state. BSRDCL is planning for Upgradation of SH-105 (35.700 km) into 2-lane road in West Champaran District and requested ADB for financing under project loan modality.

2. This RP for two-lane SH-105 project is prepared based on the detailed design report prepared by BSRDC. As per the RP total number of structure affected is about 383, number of household affected is about 344 and number of CPRs is about 31. The RP complies with the applicable State Government, Government of India and ADB policy and legal framework. This project is considered as Category-A¹⁹ as per as Involuntary Resettlement (IR) is concerned. BSRDC is implementing the project and an RP implementing agency/NGO is required to implement the Resettlement Plan prepared for the project.

3. The RP implementing agency/NGO shall be responsible for assisting BSRDCL in implementing resettlement activities for the two-lane SH-105 project. The proposed road bridge traverses along 32 villages of West Champaran districts.

4. The project construction would necessitate clearance of road and displacement and loss of assets, livelihood and community property resources. The displaced households include only non-titleholders losing assets.

5. The overall implementation period for this assignment is 36 months from the commencement of contract.

B. Objectives of the Assignment

6. The RP implementing agency/NGO shall be responsible for assisting BSRDC in facilitating and Resettlement Plan (RP) implementation and assistance in getting the Government land transferred in name of BSRDC in an efficient and transparent manner for the project road. The implementation shall follow The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 and the ADB's Safeguard Policy Statement 2009.

7. The overall tasks of the RP implementing agency/NGO are to:

- (i) Coordinate the entire process from start to finish for disseminating assistance to relevant DPs;
- (ii) Coordinate with, and provide support, where needed, to Revenue officials and other relevant line agencies in expediting the land acquisition and resettlement process;
- (iii) Implement livelihood and income restoration program;
- (iv) Disseminate project information to DPs in an ongoing manner;
- (v) Assist the DPs in redressing their grievances (through the grievance redress committee set up for the project);
- (vi) Conduct awareness program for HIV/AIDs, health and hygiene, and human trafficking in affected villages;
- (vii) Conduct awareness on Road Safety aspect and train the stakeholders with regard to road safety as required/directed by the Project Management and Authority Engineer of the Project.
- (viii) Collect data and submit progress reports on a monthly and quarterly basis for BSRDC to monitor the progress of RP implementation; and
- (ix) Any other tasks as assigned by BSRDC.

¹⁹ According to ADB Safeguard Policy Statement (SPS-2009), Involuntary Resettlement Category A: Significant means 200 or more affected people will experience major impacts, which are defined as (i) being physically displaced from housing, or (ii) losing 10% or more of their productive assets (income generating). Involuntary Resettlement Category B: Not Significant include involuntary resettlement impacts that are not deemed significant as per the ADB Operational manual Involuntary Resettlement Category C: No involuntary resettlement impacts. A resettlement plan is required in case of both category A and B project.

C. Scope of Work

8. The principal responsibilities of the RP implementing agency/NGO will include, but not limited to the following:

1. Administrative Responsibilities of the RP implementing agency/NGO

9. The RP implementing agency/NGO will work under the direction of the Deputy General Manager (Tech.)/ Project Resettlement Officer or any person authorized by the him. RP implementing agency/NGO shall assist BSRDC in carrying out the implementation of the RP for the project road.

10. The RP implementing agency/NGO shall assist BSRDC in conducting all public meetings, information campaigns at the commencement and during implementation the road safety information as per the direction of Road safety Expert of Project Management and Authority Engineer of the project and give full information to the affected villages. This includes translating the summarized RP into local language in a form of a Project Information Brochure for disclosure and dissemination to DPs.

11. The RP implementing agency/NGO shall submit monthly and quarterly progress report to BSRDC. The report should cover implementation issues, grievances and summary of consultations

12. The RP implementing agency/NGO shall assist BSRDC in convening the GRC and keep the records of GRC at PIU and State level.

13. Assist BSRDC in the management of the database of the DPs, and at the end of the assignment, ensure proper handover of all data and information to BSRDC.

2. Responsibilities for Implementation of the RP

26. The NGO shall verify the information already contained in the RP and the individual losses of the relevant DPs. They should validate the data provided in the RP and make suitable changes if required and wherever changes are made it should be supported by documentary evidence. The RP implementing agency/NGO shall establish rapport with all DPs, consult and provide information to them about the respective entitlements as proposed under the RP, and distribute entitlement cum Identity Cards to the eligible DPs. The identity card should include a photograph of the DP, the extent of loss suffered due to the project, and the choice of the DP with regard to the mode of compensation and assistance.

27. The RP implementing agency/NGO shall develop rapport between the DPs and the Project Authority. This will be achieved through regular meetings with both the PIU and the DPs. Meetings with the PIU will be held at least fortnightly, and meetings with the DPs will be held monthly, during the entire duration of the assignment. All meetings and decisions taken shall be documented by the RP implementing agency/NGO.

28. The RP implementing agency/NGO shall display the list of eligible DPs in prominent public places like villages, Panchayat Offices, Block/Tehsil headquarters, and the District Headquarters.

29. During the verification of the eligible DPs, the RP implementing agency/NGO shall ensure that each of the DPs are contacted and consulted either in groups or individually. The NGO shall specially ensure consultation with women from the DP families especially women headed households.

30. Participatory methods should be adopted in assessing the needs of the DPs, especially with regard to the vulnerable groups of DPs. The methods of contact may include village level meetings, gender participation through group's interactions, and Individual meetings and interactions.

31. The RP implementing agency/NGO shall explain to the DPs the provisions of the policy and the entitlements under the RP. This shall include communication to the roadside squatters and encroachers about the need for their eviction, the timeframe for their removal and their entitlements.

32. The RP implementing agency/NGO shall disseminate information to the DPs on the possible consequences of the project on the communities' livelihood systems and the options available, so that they do not remain ignorant.

33. In all of these, the RP implementing agency/NGO shall consider women as a special focus group, and deal with them with care and sympathy.

34. The RP implementing agency/NGO shall assist the project authorities in ensuring a smooth transition (during the part or full relocation of the DPs), helping the DPs to take salvaged materials and shift. In close consultation with the DPs, the RP implementing agency/NGO shall inform PIU about the shifting dates agreed with the DPs in writing and the arrangements desired by the DPs with respect to their entitlements.

35. The RP implementing agency/NGO shall assist the DPs in opening bank accounts explaining the implications, the rules and the obligations of a bank account and how s/he can access the resources s/he is entitled to. The RP implementing agency/NGO shall recommend methods of disbursement for assistance to BSRDC for approval. The disbursement method should be transparent, efficient and meets government audit requirements.

36. The RP implementing agency/NGO shall prepare a micro plan based on its verification and socio-economic survey and implement the livelihood restoration program for those DPs who qualify for the same. The RP implementing agency/NGO shall coordinate with relevant organization or mobilize its own short-term experts in carrying out the training activities.

37. The RP implementing agency/NGO shall ensure proper utilisation of the R&R budget available for the subproject. The RP implementing agency/NGO shall counsel the DPs in finding suitable economic investment options and help them in regaining the losses of land and other productive assets.

38. Accompanying and Representing the DPs at the Grievance Committee Meetings

39. The RP implementing agency/NGO shall nominate a suitable person (from the staff of the RP implementing agency/NGO) to be a member of the GRCs. The RP implementing agency/NGO shall make the DPs aware of the existence of grievance redressal committees (GRCs).

40. The RP implementing agency/NGO shall help the DPs in filling the grievance application and also in clearing their doubts about the procedure as well as the context of the GRC award.

41. RP implementing agency/It shall submit a draft resolution with respect to the particular grievance of the DP, suggesting multiple solutions, if possible, and deliberate on the same in the GRC meeting through the RP implementing agency/NGO representative in the GRC.

42. To accompany the DPs to the GRC meeting on the decided date, help the DP to express his/her grievance in a formal manner if requested by the GRC and again inform the DPs of the decisions taken by the GRC within 3 days of receiving a decision from the GRC.

3. Carry out Public Consultation

43. In addition to counseling and providing information to DPs, the RP implementing agency/NGO will carry out periodic and ongoing consultation with DPs and other stakeholders.

44. Assisting the PIU with the Project's Social Responsibilities

45. The RP implementing agency/NGO shall assist the BSRDC to implement Road safety awareness, HIV/AIDS awareness measures, basic health and hygiene and trafficking. The RP implementing agency/NGO shall coordinate with Project Management and Authority Engineer and relevant organization or mobilize its own short-term experts in carrying out the activities.

4. Monitoring and Reporting

46. The RP implementing agency/NGO involved in the implementation of the RP will be required to supply all information, documents to the external monitor.

D. Documentation and Reporting by NGO

47. The RP implementing agency/NGO shall submit all of the following reports, brochures and outputs in a format approved by BSRDC.

- (i) **Inception Report.** To be submitted within two weeks of mobilization which includes work plan for the whole contract period, staffing and personnel deployment plan, and a withdrawal plan at the end of the period of contract.
- (ii) **Project Information Brochure.** Summarize the RP, translate summary and produce Project Information Brochure in local language within 1 month of mobilization. For distribution to all affected households.
- (iii) **Microplans for relevant Non-titleholders.** Includes issuance of ID cards and other documents. To be completed at an agreed time with BSRDC.
- (iv) **Monthly Progress Reports.** To be submitted to BSRDC at the end of each month. Shall include weekly progress and work charts as against the scheduled timeframe of RP implementation.
- (v) **Quarterly Progress Reports.** To be submitted to BSRDC at the end of each quarter. Shall include progress on implementation, livelihood restoration program, GRC, HIV/AIDS awareness program, issues and challenges, and etc.
- (vi) **Completion Report** at the end of the contract period summarizing the actions taken during the project, the methods and personnel used to carry out the assignment, and a summary of support/assistance given to the DPs.
- (vii) All other reports/documentation as described in these terms of reference.
- (viii) Record minutes of all meetings.

E. Staffing Schedule

48. The table below details the required staffing structure for the assignment. Key personnel will be evaluated during the proposal evaluation stage. The RP implementing agency/NGO is required to submit CVs for the key personnel positions. Non-key personnel will not be evaluated during proposal stage. At least one woman should be included as Field Support Staff.

1. Required Experts

No.	Particulars	No. Positions	Estimated Person-months
Key Personnel			
1.	Team Leader	1	18 (intermittent over 36 months)
2.	Key Professional (A) R&R Expert	2 (one for each revenue district)	24 (intermittent over 36 months)
3.	Key Professional (B) Civil Engineer	2 (one for each revenue district)	6 (intermittent over 36 months)
4.	Key Professional (C) Social Development Expert	2 (one for each revenue district)	24 (intermittent over 36 months)
5.	Key Professional (D) Land Acquisition Expert	2 (one for each revenue district)	18 (intermittent over 36 months)
Non-key Personnel			
6.	Field Support Staff	4 (two for each revenue district)	24 (intermittent over 36 months)
7.	MIS Expert	1	24 (intermittent over 36 months)
8.	Support Staff Amin, Chain-man and field staff	6 (one each for each revenue district)	12 (intermittent over 36 months)
Total		20	354

49. All staff should be mobilized within 3 days of notice from the project resettlement officer.

2. Key Indicative Tasks per Position

50. The position-based tasks specified for each of the positions is mentioned below. The tasks are indicative and the RP implementing agency/NGO needs to propose its own working arrangement as a team based on the overall requirements in the TOR.

No.	Particulars
-----	-------------

No.	Particulars	
1	Team Leader	Provide overall technical and operational management of RP implementing agency/NGO team. Act as main counterpart when communicating with BSRDC and relevant government agencies. Draft work plan and ensure work plan is followed. Ensure deliverables and activities are completed in a timely and transparent fashion. Review documentation and reports to verify accuracy.
2	Key Professional (A) R&R Expert	Responsible for assigned section of alignment Provide guidance to Field Staff and verify information collected. Ensure deliverables and activities are completed in a timely and transparent fashion. Provide support to Grievance Redressal Mechanism
3	Key Professional (B) Civil Engineer	Responsible for assigned section of alignment. Valuation of assets of DPs. Responsible collecting field level information. Undertake continued information disclosure and consultation.
4.	Key Professional (C) Social Development Expert	Responsible for community development and community awareness related assignment. Road Safety and Highway users psychology understanding. Responsible collecting field level information. Undertake continued information disclosure and consultation.
5.	Key Professional (D) Land Acquisition Expert	Responsible for land acquisition related matter and co-ordination with revenue department of the district. Preparation of compensation with LA office and facilitating distribution of compensation. Preparation/distribution of assistance amount.
6.	Field Support Staff	Responsible for working on field with DPs.
6.	MIS Officer	Perform all computer/database related needs for the assignment.

3. Qualification & Experience

51. Qualification and experience requirements for experts are listed below.

Staff	Qualification & Experience
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Staff	Qualification & Experience
Team Leader	<ul style="list-style-type: none"> • Minimum: Post graduate degree in social science or Sociology/ Economics/ Master in Social Work/ Masters in Rural Development, Bachelors of law shall be added qualification • 10 years of minimum professional experience in R&R implementation. • 5 years of minimum relevant experience with 3 (three) linear project experience in implementing land acquisition and resettlement and rehabilitation activities. Previous experience in project funded by external donors. Good understanding of land acquisition process and The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013
Key Professional (A) R&R Expert	<ul style="list-style-type: none"> • Minimum: Bachelor's degree in Social Science (Sociology/Social work/Anthropology/Geography/Economics). Post graduate degree in social science is preferred • 10 years of minimum professional experience • 5 years of minimum relevant experience in at least 3 linear project implementing land acquisition and resettlement and rehabilitation activities. Previous experience in project funded by external donors strongly preferred. Good understanding of land acquisition process and The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. Proficient in local language preferred.
Key Professional (B) Civil Engineer	<ul style="list-style-type: none"> • Minimum: Bachelor's degree in Civil Engineering. 3 years of minimum professional experience with experience in valuation of land asset/building, preparation of estimate. Knowledge of LA act is essential particularly the estimate preparation. • Previous experience in working rural communities required. Proficiency in local language is required.
Key Professional (C) Social Development Expert	<ul style="list-style-type: none"> • Minimum: Bachelor's degree in Social Science (Sociology/Social work/Anthropology/Geography/Economics). Post graduate degree in social science is preferred • 10 years of minimum professional experience. 5 years of minimum relevant experience in at least 3 linear project in community development and community awareness projects. Previous experience in project funded by external donors strongly preferred. Good understanding of land acquisition process and The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. Proficient in local language preferred.
Key Professional (D) Land Acquisition Expert	<ul style="list-style-type: none"> • Land Acquisition Expert Should be at least a graduate. S/he should have about 15 years of working experience in the field of land measurement, land records, and, acquisition of land. Should have worked for about 5 years in R&R or rural development projects. S/he should have experience of participatory management. Knowledge of local language is a necessary qualification.
Field Support Staff	<ul style="list-style-type: none"> • The field support professionals should be graduate or equivalent in social sciences. Knowledge of local language and experience of working in the region is essential.
MIS Officer	<ul style="list-style-type: none"> • Minimum: Bachelor's degree in computer application or related fields. • 3 years of minimum professional experience • Proficient in operating computer and Microsoft Word, and Excel. Ability to design and manage database. Proficient in English and local language.

4. Condition of Services

52. The RP implementing agency/NGO shall ensure that the RP is implemented in an effective and proper manner. The prime responsibility of the RP implementing agency/NGO shall be to ensure that each and every eligible DP receives appropriate and due entitlement (within the Entitlement Framework) and that, at the end of the project R&R services, the eligible DPs have improved (or at least restored) their previous standard of living. Additionally the RP implementing agency/NGO shall help the BSRDC in all other matters deemed to be required to implement the RP in its spirit and entirely including activities involving some financial implications.

53. All documents created, generated or collected during the period of contract, in carrying out the services under this assignment will be the property of the BSRDC. No information gathered or generated during and in carrying out this assignment shall be disclosed by the RP implementing agency/NGO without explicit permission of the BSRDC.

5. Data, Services and Facilities to be provided by BSRDC

54. The BSRDC will provide to the RP implementing agency/NGO the copies of all relevant documents required for the NGO to undertake its work. Documents will include the DPs'

Census, the RP, and technical drawings. The BSRDC will assist the RP implementing agency/NGO in collaborating with the Supervision Consultants. All facilities required in the performance of the assignment, including office space, office stationery, transportation and accommodation for staff of the RP implementing agency/NGO, etc., shall be arranged by the RP implementing agency/NGO.

6. Payment Schedule:

55. The following payment milestone is proposed for making the payment to the RP implementing agency/NGO. The payment will be made subject to the submission of a certificate from the BSRDC that the targets have been achieved in a satisfactory manner.

Sl. No.	Indicative Payment Milestone	Payment (% of contract Value)
1	On submission and approval of the inception Report complete in all respects	10%
2	On completion of the identification, verification of DPs and initial consultation sessions, and submission of updated data on DPs (Identification and Verification report) and review of the same by the BSRDC.	10%
3	Demarcation of ROW,	10%
4.	On submission and approval of first 30% of the Micro Plans of DPs	5%
5.	On submission and approval of second 30% of the Micro Plans of DPs	5%
8.	On submission and approval of final 40% of the Micro Plans of DPs	10%
9.	On completion of distribution of compensation amount to DPs.	20%
9.	On completion of the rehabilitation process and implementation of Livelihood and Income Restoration Program, Road Safety Awareness and HIV/AIDs, health and hygiene, and human trafficking in affected villages.	10%
7	On submission of the Final Completion Report	10%
8	On approval of the Final Completion Report	10%
	Total	100%

56. For livelihood restoration Road Safety awareness and HIV/AIDS awareness component, BSRDC will provide additional funding specific for those activities. RP implementing agency/NGO will submit cost proposal to BSRDC for approval prior to implementation of specific component. RP implementing agency/NGO will be reimbursed based on actual costs.

57. The above remuneration includes all costs related to carrying out the services, including overhead. The service tax or any other tax component shall be reimbursed/ paid to NGO on production of documents. The insurance cost will be separate of the total project cost; the client shall be billed for this.

APPENDIX 7: TERMS OF REFERENCE FOR AN EXTERNAL MONITORING AGENCY/EXPERT FOR 2-LANE SH-82 ROAD PROJECT

A. Introduction

1. The Bihar State Road Development Corporation Limited (BSRDCL), Government of Bihar is presently implementing Bihar State Highways (BSHP) Project under Asian Development Bank (ADB) assistance to strengthen and rehabilitate the deteriorated state roads and upgrade some newly declared state roads to provide reliable road transport services in the state. BSRDCL is planning for upgradation of SH-105 (35.700 km) into two-lane road and requested ADB for financing under project loan modality.

2. This RP for two-lane road project is prepared based on the detailed design report prepared by BSRDC. The RP complies with the applicable State Government, Government of India and ADB policy and legal framework. This project is considered as Category-A²⁰ as per as Involuntary Resettlement (IR) is concerned. BSRDC require an independent consultant for external monitoring and reporting of RP implementation for the project.

B. Objectives and Requirements of Monitoring and Evaluation

3. The objectives of monitoring and evaluation are to assess whether the RP is implemented on schedule and within budget and whether the goals and principles of the RP are achieved. Specifically, monitoring and evaluation will focus on the following aspects of the DPs' situation and the resettlement process.

- Social and economic situation prior to and after resettlement;
- Timely disbursement of funds;
- Functioning of the grievance redress mechanism
- Environmental conditions;
- Social adaptability after resettlement;
- Rehabilitation of vulnerable groups
- Special items related to the vulnerable groups;
- Condition and quality of land temporarily acquired when it is returned to the original land users;
- Measures taken to restore affected livelihoods; and,
- Living conditions and economic status of DPs following resettlement in comparison to the "without project" scenario.

4. Monitoring and evaluation will include (i) the verification or establishment of a socio-economic baseline of the DPs prior to actual land acquisition, physical displacement/relocation, loss of assets or disruption of businesses (as relevant); (ii) verification of internal monitoring data and reports; (iii) the regular monitoring of their {resettlement or displacement/relocation (as relevant)} and adjustment during Project implementation; and (iv) evaluation of their situation for a period of one year after land acquisition or displacement or relocation (as relevant). In addition, qualitative and quantitative evaluation will be made on the sustainability of living conditions of DPs. Investigation will include consultations and observations with DPs, IAs, local officials, village leaders, as well as a quantitative sample survey of displaced households. Focus group discussion will be conducted with male and female DPs, and vulnerable groups.

5. If the findings of the EM indicate significant compliance DPs, the EM will work with the EA and PIU to prepare a separate corrective action plan (CAP) in cooperation with the relevant stakeholders, to address pending or new LAR impacts. The EM will monitor and report on the implementation of the CAP.

C. Monitoring Indicators

6. Monitoring will include process, output and outcome indicators. The monitoring framework and formats stipulated in the RP will be adopted. The following general indicators will be covered.

- Disbursement of entitlements to DPs and enterprises/businesses: compensation, relocation, housing, cultivated farmland, and employment as specified in the RP.

²⁰According to ADB Safeguard Policy Statement (SPS-2009), Involuntary Resettlement Category A: Significant means 200 or more affected people will experience major impacts, which are defined as (i) being physically displaced from housing, or (ii) losing 10% or more of their productive assets (income generating). Involuntary Resettlement Category B: Not Significant include involuntary resettlement impacts that are not deemed significant as per the ADB Operational manual Involuntary Resettlement Category C: No involuntary resettlement impacts. A resettlement plan is required in case of both category A and B project.

- Provision of relocation options: the affected persons must move into chosen resettlement/housing option at least one month before physical displacement/relocation; for those opting for self-construction, payment of compensation and provision of housing sites should be completed at least three months before physical displacement/relocation; the compensation for construction of houses should be equivalent to the replacement cost; the DPs must receive their entitlements and allowances on time.
- Development of economic productivity: re-allocation of cultivated land, land restoration, job opportunities available to DPs, number of DPs employed or unemployed.
- Standard of living: Throughout the implementation process, the trends in standards of living will be observed and the potential problems in the way of restoration of standards of living will be identified and reported. The Monitor will carry out a comprehensive socio-economic survey after the completion of resettlement implementation to document the standards of living and the conditions of the DPs after resettlement. The survey will be updated annually.
- Restoration of civic infrastructure: all necessary infrastructure should be restored at the resettlement sites at least up to a standard equal to the standard at the original location; the compensation for all infrastructure should be sufficient to reconstruct it to the same quality
- Effectiveness of resettlement planning. Adequacy of assets measurement, entitlements, sufficiency of budget, and timeliness of mitigation measures.
- Level of satisfaction of DPs: level of satisfaction of DPs with various aspects of the resettlement program; the operation of the mechanisms for grievance redress will be reviewed and the speed and results of grievance redress measures will be monitored.
- Social adaptability and cohesion: impacts on children, indigenous peoples/ethnic minorities and other vulnerable groups, public participation, DPs' attitudes and reaction to post resettlement situation, number of complaints and appeal procedures, implementation of preferential policies, income restoration measures, and improvements in women's status in villages.
- Other Impacts. The monitor will verify if there are unintended environmental impacts and impacts on employment and incomes.

D. Special Considerations

7. Special attention will be paid to women, indigenous peoples/ethnic minorities/groups, as well as the poor and vulnerable groups during monitoring; these include:

- The status and roles of women: Closely monitor any change in women's status, function and situations.
- Differential impacts on indigenous peoples/ethnic minority groups. Closely monitor the socioeconomic status of indigenous peoples to ensure that they have not been further marginalized. Monitoring indicators should to the extent possible be disaggregated by gender and ethnicity.
- Care and attention to vulnerable groups: Closely monitor living conditions of the poor, the elderly, the handicapped, female headed households and other vulnerable groups after resettlement, to ensure that their livelihood is improved.
- Monitoring and evaluation will provide information on the utilization and adequacy of resettlement funds.

Section 9: Contract Forms

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

Table of Forms

Notice of Intention for Award of Contract	9-2
Notification of Award	9-3
Contract Agreement	9-4
Performance Security	9-6
Advance Payment Security	9-8

Not to be used as a Bid Document, Only for Reference

Notice of Intention for Award of Contract

[on letterhead paper of the Employer]

[date of notification]

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

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

The summary of the evaluation are as follows:

1. List of Bidders

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

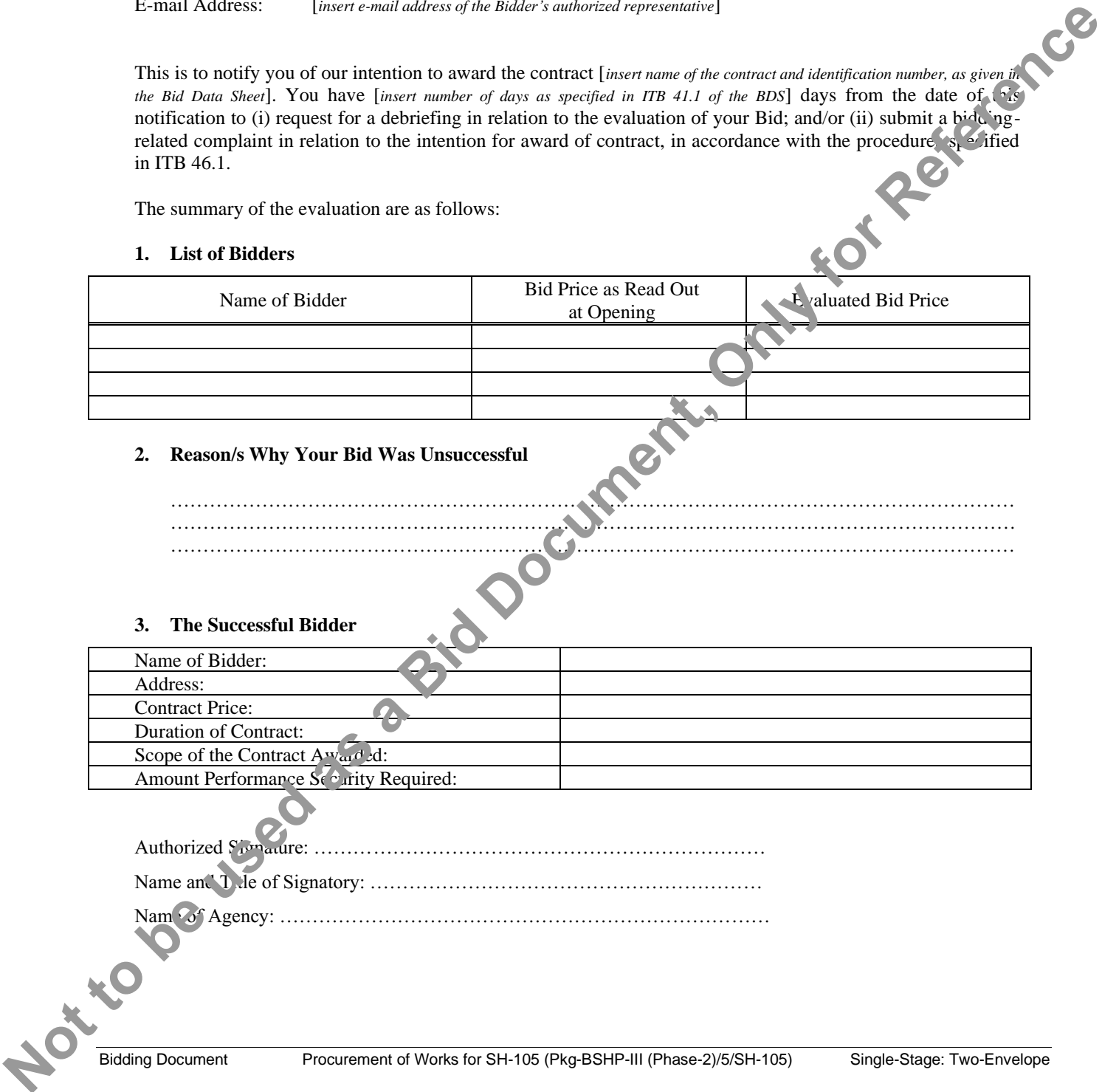
2. Reason/s Why Your Bid Was Unsuccessful

.....

3. The Successful Bidder

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

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



Notification of Award

[on letterhead paper of the Employer]

Letter of Acceptance

[date]

To: [Name and address of the contractor]

Subject: [Notification of Award Contract No.]

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

Attachment: Contract Agreement

Not to be used as a Bid Document, Only for Reference

Contract Agreement

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

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

The Employer and the Contractor agree as follows:

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

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

¹ Tables of Adjustment Data may be added if the contract provides for price adjustment (see GCC 13.8).

Signed by

Signed by

for and on behalf of the Employer
in the presence of

for and on behalf the Contractor
in the presence of

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

Not to be used as a Bid Document, Only for Reference

[Covering Letter of Bank]
Performance Security

[Bank's name, email, phone no. and address of issuing branch or office]

Beneficiary: [Name and address of the Employer]

Date:.....

Performance Guarantee No.:

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

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

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

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

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 [or ICC Publication No. 758 as applicable], except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.³

This guarantee shall also be operable at our..... Branch at Patna, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [BSRDCL], details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	Bihar State Road Development Corporation Ltd
2.	Name of Bank	Canara Bank; Patliputra Colony, Patna
3.	Account No.	2518101005873
4.	IFSC Code	CNRB0002518

¹ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the Employer.

² Insert the date 30 days after the expected completion date. The Employer should note that in the event of an extension of the time for completion of the contract, the Employer would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [6 months] [1 year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

³ Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758 where applicable.

Notwithstanding anything contained herein

- i) Our liability under the bank Guarantee shall not exceed Rs.(RupeesOnly)
- ii) This Bank Guarantee shall be valid up toand
- iii) We are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand which is received by us on or before, after which date we shall stand discharged of all our liabilities arising hereunder.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

.....
{Signature(s) and seal of bank (where appropriate)}

Note to Bidder

If the institution issuing the performance security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer to make it enforceable.

Not to be used as a Bid Document, Only for Reference

[Covering Letter of Bank] Advance Payment Security

[Bank's name, email, phone no. and address of issuing branch or office]

Beneficiary: [Name and address of the Employer]

Date:.....

Advance Payment Guarantee No.:

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

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

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

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

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety percent (90%) of the Contract Price has been certified for payment, or on the [date] day of [month], [year],³ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 [or ICC Publication No. 758 as applicable].

This guarantee shall also be operatable at our..... Branch at Patna, from whom, confirmation regarding the issue of this guarantee or extension/renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation.

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

² Footnote 1

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

The guarantor/bank hereby confirms that it is on the SFMS (Structural Finance Messaging System) platform & shall invariably send an advice of this Bank Guarantee to the designated bank of [BSRDCL], details of which is as under:

S. No.	Particulars	Details
1.	Name of Beneficiary	Bihar State Road Development Corporation Ltd
2.	Name of Bank	Canara Bank; Patliputra Colony, Patna
3.	Account No.	2518101005873
4.	IFSC Code	CNRB0002518

Notwithstanding anything contained herein

- iv) Our liability under the bank Guarantee shall not exceed Rs.(RupeesOnly)
- v) This Bank Guarantee shall be valid up toand
- vi) We are liable to pay the guaranteed amount or any part thereof under this guarantee, only and only if you serve upon us a written claim or demand which is received by us on or before, after which date we shall stand discharged of all our liabilities arising hereunder.

Signed and sealed this day of, 20..... at

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bank by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

.....
 {Signature(s) and seal of bank (where appropriate)}

Note to Bidder

If the institution issuing the advance payment security is located outside the country of the Employer, it shall have a correspondent financial institution located in the country of the Employer to make it enforceable.