BIDDING DOCUMENTS

FOR

CONTRACT PACKAGE: DCP-II

CONSTRUCTION OF HEAD RACE TUNNEL FROM RD 2,485 M TO 13,898 M, INCLUDING CONSTRUCTION ADIT-2, ADIT-3, 559 M REMAINING LENGTH OF ADIT-4 & ADIT-5 AND HYDRO-MECHANICAL GATES

Contracts & Procurement Division
Dorjiling Hydro Power Limited

Request for Bid

(Single Stage Two Envelope Bidding Process)

Employer: Dorjilung Hydro Power Limited (DHPL)

Project: Construction of 1125 MW Dorjilung Hydroelectric Power Project

Contract Title: DCP-II: Construction of Head Race Tunnel from RD 2,485 m to 13,898 m, including Construction Adit-2, Adit-3, 559 m remaining length of Adit-4 & Adit-5 and Hydro-Mechanical Gates.

RFB No: Dorjilung/CPD/DCP-II/2026/875

Issued on: 13th June, 2026

1. The project financing shall be 70:30 debt-equity ratio basis. The 70% debt portion is proposed to be raised through debt financing by the World Bank Group while the 30% equity shall be from the contribution by shareholders i.e Druk Green Power Corporation Limited (DGPC), Bhutan and the Tata Power Company Limited (TPCL), India and in the ratio of 60:40. The Dorjilung Hydro Power Limited (DHPL) now invites sealed Bids from eligible Bidders for the work "DCP-II: Construction of Head Race Tunnel from RD 2,485 m to 13,898 m, including Construction Adit-2, Adit-3, 559 m remaining length of Adit-4 & Adit-5 and Hydro-Mechanical Gates."

2. The bidders shall have sufficient experience in successfully carrying out works of similar nature and magnitude, and shall submit, along with their bids, Completion Certificate(s) duly signed and issued by the employer/owner of the works, as well as other documentary evidence in support of the eligibility criteria specified under Section III of this Bidding Document.

3. The bids will be evaluated in accordance with the evaluation process set out in the bidding documents for the award of the contract.

4. Bidders may obtain further information from Darjay Wangdi, DHPL, at d.wangdi269@drukgreen.bt.

5. The bidding document in English, is issued to the Bidders. Bidders are requested to submit their Bid on or before the deadline for submission of the Bid.

6. Bidding documents can be downloaded from DHPL (www.dorjilung.bt) and DGPC (www.drukgreen.bt) websites free of cost. Bidders downloading the documents from the website should register themselves by informing to the nodal officer of DHPL immediately after the documents are downloaded or, before the deadline for submission of the Bid and their intention to submit the Bid.

7. Downloading of Bidding Documents shall not automatically construe that the Bidder fulfils the Qualifying Requirements, which shall be determined during Bid evaluation based on data/documents submitted by the Bidder.

8. Bids must be delivered to the address below on or before **15.00 hrs. on 28th July, 2026**. Electronic bidding will not be permitted. Late Bids will be rejected. The outer Bid envelopes marked "ORIGINAL BID," and the inner envelopes marked "TECHNICAL PART" and "FINANCIAL PART" will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend, at the address below on **28th July, 2026 at 15.30 Hrs.** at the Conference Hall of DHPL office, Gyalpoizhing, Mongar, Bhutan.

Contracts & Procurement Division, Dorjilung Hydro Power Limited

9. Bids must be accompanied by a Bid Security in the form of an unconditional bank guarantee from any financial institution in Bhutan or any foreign bank, acceptable and enforceable in the financial institution of Bhutan in the value of BTN 213 million(Two Hundred Thirteen million)only.

10. All bids must be accompanied by an Environmental and Social (E&S), Occupational and Community Health and Safety (OCHS) Performance Declaration (Section IV).

11. The address referred to above is:

Darjay Wangdi
General Manager, Contracts and Procurement Division,
Dorjilung Hydro Power Limited
Gyalpoizhing, Mongar, Bhutan

Request for Bids
(Works)

Employer: Dorjlung Hydro Power Limited (DHPL)
Project: Construction of 1125MW Dorjilung Hydroelectric Power Project
Contract Title: DCP-II: Construction of Head Race Tunnel from RD 2,485 m to 13,898 m, including Construction Adit-2, Adit-3, 559 m remaining length of Adit-4 & Adit-5 and Hydro-Mechanical Gates.
Country: Bhutan
RFB No: Dorjilung/CPD/DCP-II/2026/875
Issued on: 13th June, 2026

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Dorjiling Hydro Power Limited

Part 1- Bidding Procedures

Section I- Instruction to Bidders

Section I - Instructions to Bidders

A. General

1. Scope of Bid

1.1 In connection with the Specific Procurement Notice – Request for Bids (RFB), specified in the **Bid Data Sheet (BDS)**, the Employer, as specified **in the BDS**, issues this Bidding document for the provision of Works as specified in Section VII, Works' Requirements. The name, identification, and number of lots (contracts) of this RFB are specified **in the BDS.**

1.2 Throughout this bidding document:

the term **"in writing"** means communicated in written form (e.g., by mail, e-mail, fax, including, if specified **in the BDS**, distributed or received through electronic-procurement system used by the Employer) with proof of receipt;

if the context so requires, **"singular"** means **"plural'** and vice versa;

"Day" means calendar day, unless otherwise specified as a **"Business Day."** A **"Business Day"** is any day that is a working day of the Borrower. It excludes the Borrower's official public holidays;

"ES" means environmental and social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

"Sexual Exploitation and Abuse" "(SEA)" means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;

"Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel;

"E&S" means Environmental and Social and includes all measures, systems, procedures, and resources required to

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manage environmental and social (including SEA and SH, Labour Management), risks and impacts under the Contract.

"Occupational Health and Safety" "(OHS)" refers to the Contractor's obligation to provide a safe and healthy work environment for all project workers. It includes Contractor's OHS Policies, Processes, and Standard Operating Procedures (SOP) to control risks; it focuses on identifying, evaluating, and controlling physical, chemical, and biological hazards inherent to high-risk activities.

" Community Health and Safety" "(CHS)" refers to the management of risks and impacts arising from project activities on the local population and general public, it specifically addresses the structural safety of dams, the management of hazardous materials, and the mitigation of negative social impacts caused by the project's physical presence (including traffic and road safety, in-secured worksites) and emergency preparedness.

"Labor Management Procedure" "(LMP)", which sets out the way in which project workers will be managed.

"Contractor's Personnel" is as defined in Sub-Clause 1.1.17 of the General Conditions; and

"Employer's Personnel" is as defined in Sub-Clause 1.1.33 of the General Conditions.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

2. Source of Funds

2.1 The project financing shall be 70:30 debt-equity ratio basis. The 70% debt portion is proposed to be raised through debt financing by the World Bank Group while the 30% equity shall be from the contribution by shareholders i.e Druk Green Power Corporation Limited (DGPC), Bhutan and Tata Power Company Limited (TPCL), India and in the ratio of 60:40.

3. Fraud and Corruption

Anti-Corruption Commission, Royal Government of Bhutan (RGOB)

3.1 In line with the policy of the Royal Government of Bhutan (RGOB), the Employer requires that the Bidders, Contractors and their Subcontractors shall observe the highest standards of ethics during the bidding process and execution of Contracts. The terms "corrupt practice", "fraudulent practice", "collusive practice", "coercive practice" and "obstructive practice" shall be as per the

definition in Sub-Clause 1.17 of PCC. In pursuance of this policy, the Employer:

a) will reject a Bid 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 in competing for the contract in question.

b) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing contract;

c) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring Bidders, Suppliers, Contractors and their Subcontractors to permit the Employer, any organization or person appointed by the Employer and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Employer;

d) requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section III, Bidding Forms. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and

e) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti-Corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant Agency.

3.2 Furthermore, the Bidders shall be aware of the provisions stated in Sub-Clause 1.17 of PCC.

World Bank

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

3.4 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors,

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subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

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

(a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or

(b) receives or has received any direct or indirect subsidy from another Bidder; or

(c) has the same legal representative as another Bidder; or

(d) has a relationship with another Bidder, directly or through common third parties, which puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

(e) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or

(f) any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the Contract implementation; or

(g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified **in the BDS** ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Employer throughout the Bidding process and execution of the Contract.

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

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.

4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the World Bank Group's Sanctions Framework, as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the BDS.**

4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Employer, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.

4.7 A Bidder shall not be under suspension from bidding by the Employer as the result of the operation of a Bid–Securing or Proposal-Securing Declaration.

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4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Employer is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved.

4.9 A Bidder (and each member of a Joint Venture) shall be eligible only if it is able to demonstrate a satisfactory record of E&S performance. To this end, each Bidder shall submit, as part of its bid, a signed declaration disclosing any civil works contract executed within the preceding five (5) years and ongoing Contracts those were: (i) suspended or terminated by the Employer for reasons related to non-compliance with environmental, social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH), Occupational and Community Health and Safety requirements; or (ii) subject to the calling of a performance security, in whole or in part, due to E&S, OHS, and CHS non-compliance. A history of past suspension or termination will not automatically render a Bidder ineligible. The Employer will conduct due diligence to assess whether the Bidder has demonstrated learning from past failures and has since adopted improved E&S, OHS, and CHS management systems and controls. However, failure to disclose such information shall result in disqualification. In this regard, each bidder declares E&S and OCHS Certifications and Policies as per Form CON-3.

4.10 Given the scale, complexity, and high-risk ES profile of this Project, including significant labor influx, biodiversity-sensitive construction areas, risks of GBV/SEA, and substantial occupational health and safety hazards, Bidders must demonstrate that they have directly managed ESS obligations on contracts of a comparable nature and complexity. Bidders who cannot demonstrate relevant ESS experience as detailed in Section III - Qualification Criteria shall be considered ineligible and their bids will not be evaluated further.

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

4.12 The bidding is open only to shortlisted Bidders unless specified in the BDS. This bidding is open only to shortlisted Bidders unless specified **in the BDS**.

5. Eligible Materials, Equipment, and Services

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

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The Bidding document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.

PART 1 Bidding Procedures

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

PART 2 Works Requirements

- Section VII - Works' Requirements

PART 3 Conditions of Contract and Contract Forms

- Section VIII - General Conditions (GC)
- Section IX - Particular Conditions (PC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer are not part of the Bidding document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the Bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding document and to furnish with

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its Bid all information and documentation as is required by the Bidding document.

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

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

7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

7.4 If so specified **in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

7.5 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one week before the meeting.

7.6 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding document in accordance with ITB 6.3. If so specified **in the BDS,** the Employer shall also promptly publish the Minutes of the pre-Bid meeting at the web page identified **in the BDS**. Any modification to the Bidding

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document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

8. Amendment of Bidding Document

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

8.2 Any addendum issued shall be part of the Bidding document and shall be communicated in writing to all who have obtained the Bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

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

C. Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language 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 Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL BID."

11.2 The Technical Part shall contain the following:

(a) Letter of Bid – Technical Part, prepared in accordance with ITB 12;
(b) Bid Security or Bid-Securing Declaration, in accordance with ITB 19.1;
(c) Alternative Bid - Technical Part: if permissible in accordance with ITB 13, the Technical Part of any Alternative Bid;Authorization: written confirmation

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authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3

(d) Qualifications: documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility and qualifications;

(e) Conformity: a technical proposal in accordance with ITB 16;

(f) Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration using the form included in Section IV, Bidding Forms;

(g) Local Labour Method Statement in accordance with ITB 16 and Section IV, Bidding Forms; and

(h) Any other document required **in the BDS**, including

a) Management Strategies and Implementation Plans (MSIP) as detailed in Section IV (Bidding Forms), and

b) Code of Conduct for Contractor's Personnel (E&S and OCHS) as detailed in Section IV (Bidding Forms). and

11.3 The Financial Part shall contain the following:

(a) Letter of Bid – Financial Part: prepared in accordance with ITB 12 and ITB 14;

(b) Schedules including priced Bill of Quantities, completed in accordance with ITB 12 and ITB 14;

(a) Alternative Bid - Financial Part: if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and

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

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

11.5 The Bidder shall furnish in the Letter of Bid-Technical Part the names of three potential DAAB members and attach their curriculum vitae. The list of potential DAAB members proposed by the Employer (Contract Data 21.1) and by the Bidder (Letter of Bid).

11.6 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include in the Technical Part a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

11.7 The Bidder shall furnish in the Letter of Bid- Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

12. Letters of Bid and Schedules

12.1 The Letter of Bid- Technical Part, Letter of Bid- Financial Part and Schedules, including the Bill of Quantities, shall be prepared

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using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 20.3. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

13.1 Unless otherwise specified **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**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the 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 Bidder with the Most Advantageous Bid 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, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

14. Bid Prices and Discounts

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

14.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Bidder shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.

14.3 The price to be quoted in the Letter of Bid- Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.

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

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

14.6 Adjustment formulae in the Table of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.

14.7 If so specified in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts 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. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time. **However, discounts on condition of award of more than one contract will not be used for Bid evaluation purpose.**

14.8 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 currency (ies) of the Bid and the currency (ies) of payments shall be the same and shall be as specified **in the BDS**.

15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Table of Adjustment Data in the Appendix to Bid are reasonable, in which case a detailed breakdown of the foreign currency requirements shall be provided by Bidders.

15.3 Subject to ITB15.2, the Bidder shall among other relevant factors, take into consideration the local labour requirements, specified in ITB 16.2 when specifying (i) its local and foreign currency requirements, and (ii) the weightings (and corresponding amounts) in the Table of Adjustment Data in Section IV- Bidding Forms, as applicable.

16. Technical Proposal

16.1 The Bidder shall furnish a technical proposal in the Technical Part of the Bid including a statement of work methods, equipment, personnel, schedule, and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the

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adequacy of the Bidder's proposal to meet the work's requirements and the completion time.

16.2 Unless otherwise specified in the BDS the Bidder shall: (i) allocate not less than 30% of the total labour cost under the contract to the employment of local labour[1]; and (ii) submit the Local Labour Method Statement.

17. Documents Establishing the Eligibility and Qualifications of the Bidder

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid- Technical Part, included in Section IV, Bidding Forms.

17.2 To establish its qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

17.3 If a margin of preference applies as specified in accordance with ITB 36.2, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 36.2.

17.4 Any change in the structure or formation of a Bidder after being prequalified and invited to Bid, if applicable, (including, in the case of a JV, any change in the structure or formation of any member and also including any change in any specialized subcontractor whose qualifications were considered to prequalify the Applicant) shall be subject to the written approval of the Employer prior to the deadline for submission of Bids. Such approval shall be denied if (i) a Bidder proposes to associate with a disqualified Bidder or in case of a disqualified joint venture, any of its members; (ii) as a consequence of the change, the Bidder no longer substantially meets the qualification criteria; or (iii) in the opinion of the Employer, the change may result in a substantial reduction in competition. Any such change should be submitted to the Employer not later than fourteen (14) days after the date of the notice for RFB sent to the prequalified Bidders.

Subcontractors

17.5 Unless otherwise stated **in the BDS,** the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.

17.6 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as specified **in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.

[1] Local labour excludes Contractor's foreign personnel. Foreign personnel who are already working in the Borrower's country on another project/contract shall also not be treated as local labour.

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17.7 In case prequalification has not been carried, for the purpose of assessment of qualifications of the Bidder, subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works are designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as Specialized Subcontractors, in which case, the specific experience of the Specialized Subcontractors proposed by the Bidder, as specified in Section III-A, Qualification, may be considered in the assessment of the qualifications of the Bidder. The general experience and financial resources of the Specialized Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

17.8 In case prequalification has been carried out, subject to ITB 17.4, the Bidder's Bid shall name the same specialized subcontractor as submitted in the prequalification application and approved by the Employer.

18. Period of Validity of Bids

18.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 8. A Bid that is not valid until the date specified **in the BDS,** or any extended date if amended by the Employer in accordance with ITB 8, shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, 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 for twenty-eight (28) days beyond the extended date for bid validity. A Bidder may refuse the request without forfeiting its Bid security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the date of expiry of the Bid validity specified in accordance with ITB 18.1, the Contract price shall be determined as follows:

(a) in the case of **fixed price** contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;

(b) in the case of **adjustable price** contracts, no adjustment shall be made; or

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

19. Bid Security

19.1 The Bidder shall furnish as part of the Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.

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

(a) an unconditional guarantee issued by a bank or non-bank financial institution (such as insurance, bonding, or surety company);

(b) an irrevocable letter of credit;

(c) a cashier's or certified check; or

(d) another security specified **in the BDS**,

from a reputable source from an eligible country. If an unconditional guarantee is issued by a financial institution located outside the Employer's Country, the issuing financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 18.2.

19.4 Any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.

19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required **in the BDS**, the Environmental and Social (E&S) and Occupational and Community Health and Safety (OCHS) Performance Security pursuant to ITB 49.

19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security, and if required **in the BDS**, the Environmental and Social (ES) Performance Security.

19.7 The Bid Security may be forfeited:

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(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 48; or

(ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 49.

19.8 The Bid Security or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.6.

19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and:

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 48; or

(ii) furnish a Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with ITB 49,

the Employer may, if provided for **in the BDS,** declare the Bidder ineligible to be awarded a contract by the Employer for a period of time stated **in the BDS**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 11 and ITB 21.

20.2 Bidders shall mark as "CONFIDENTIAL" all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 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. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

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

20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initiated by the person signing the Bid.

D. Submission of Bids

21. Sealing and Marking of Bids

21.1 The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part.) These two envelopes shall be enclosed in a separate sealed outer envelope marked "Original BID." In addition, the Bidder shall submit copies of the Bid in the number specified **in the BDS**. Copies of the Technical Part shall be placed in a separate sealed envelope marked "COPIES: TECHNICAL PART." Copies of the Financial Part shall be placed in a separate sealed envelope marked "COPIES: FINANCIAL PART." The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked "BID COPIES." In the event of any discrepancy between the original and the copies, the original shall prevail.

21.2 If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – TECHNICAL PART" and the Financial Part shall be placed in a sealed envelope marked "ALTERNATIVE BID – FINANCIAL PART" and these two separate sealed envelopes then enclosed within a sealed outer envelope marked "ALTERNATIVE BID – ORIGINAL", the copies of the alternative Bid will be placed in separate sealed envelopes marked "ALTERNATIVE BID – COPIES OF TECHNICAL PART", and "ALTERNATIVE BID – COPIES OF FINANCIAL PART" and enclosed in a separate sealed outer envelope marked "ALTERNATIVE BID - COPIES".

21.3 The envelopes marked "ORIGINAL BID" and "BID COPIES" (and, if appropriate, a third envelope marked "ALTERNATIVE BID") shall be enclosed in a separate sealed outer envelope for submission to the Employer.

21.4 All inner and outer envelopes, shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Employer in accordance with ITB 22.1;

(c) bear the specific identification of this Bidding process indicated in ITB 1.1; and

(d) bear a warning not to open before the time and date for Bid opening.

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 specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and 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 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 20.3, (except that withdrawal notices 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 that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 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 date of expiry of Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

E. Public Opening of Technical Parts of Bids

25. Public Opening of Technical Parts of Bids

25.1 Except in the cases specified in ITB 23 and ITB 24.2, the Employer shall publicly open and read out all Bids received by the

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deadline, at the date, time and place 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 22.1, shall be as specified **in the BDS**.

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 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

25.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.

25.5 Next, all other envelopes marked "TECHNICAL PART" shall be opened one at a time. All envelopes marked "SECOND ENVELOPE: Financial PART" shall remain sealed and kept by the Employer in safe custody until they are opened at a later public opening, following the evaluation of the Technical parts of the Bids. On opening the envelopes marked "TECHNICAL PART" the Employer shall read out: the name of the Bidder, the presence or the absence of a Bid Security, or Bid-Securing Declaration, if required, and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.

25.6 Only Technical Parts of Bids and Alternative Bid - Technical Parts that are read out at Bid opening shall be considered further for evaluation. The Letter of Bid- Technical Part and the separate sealed envelope marked "SECOND ENVELOPE: FINANCIAL PART" are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.

25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 23.1).

25.8 The Employer shall prepare a record of the Technical Parts of Bid opening that shall include, as a minimum:

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

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(b) the receipt of envelopes marked "SECOND ENVELOPE: FINANCIAL PART;"

(c) if applicable, any alternative Bid- Technical Part;

(d) the presence or absence of a Bid Security if one was required.

25.9 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.

F. Evaluation of Bids- General Provisions

26. Confidentiality

26.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 33. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 44.

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

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

27. Clarification of Bids

27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid, given a reasonable time for a response. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 35.

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. Nonmaterial Nonconformities

29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonmaterial nonconformities in the Bid.

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

G. Evaluation of Technical Part of Bids

30. Determination of Responsiveness of Technical Part

30.1 The Employer's determination of the Technical Part's responsiveness shall be based on the contents of the Bid, as specified in ITB 11.

30.2 Preliminary examination of the Technical Part shall be carried out to identify proposals that are incomplete, invalid or substantially nonresponsive to the requirements of the Bidding document. A substantially responsive Bid is one that materially confirms to 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 If the Technical Part 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.

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31. Eligibility and Qualifications of the Bidder

31.1 The Employer shall determine to its satisfaction whether the Bidders that have been assessed to have submitted substantially responsive Bids are eligible, and either continue to meet (if prequalification applies) or meet (if prequalification has not been carried out), the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

31.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's eligibility and qualifications submitted by the Bidder, pursuant to ITB 17. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm.

31.3 Prior to the Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor

31.4 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 32.

32. Detailed Evaluation of Technical Part

32.1 The Employer's evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria.

32.2 The scores and weightings to be given to Rated Criteria (including technical and non-price factors and sub factors if any) are specified **in the BDS**.

H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts

33. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts

33.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify in writing those Bidders whose Bids were considered substantially non-responsive to the bidding document or failed to meet the eligibility and qualification requirements, advising them of the following information:

(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
(b) their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" will be returned to them unopened after the completion of the selection process and the signing of the Contract; and

(c) notify them of the date, time and location of the public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART."

33.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information:

(a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;

(b) their envelope marked "SECOND ENVELOPE: FINANCIAL PART" will be opened at the public opening of the Financial Parts; and

(c) notify them of the date, time and location of the second public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART" as specified **in the BDS**.

33.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 33.1 and 33.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 50.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend.

33.4 At this public opening, the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the eligibility and qualification requirements and whose bids were evaluated as substantially responsive will have their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" opened at the second public opening. Each of these envelopes marked "SECOND ENVELOPE: FINANCIAL PART" shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.

33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified **in the BDS**.

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33.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked "SECOND ENVELOPE: FINANCIAL PART" at this public opening.

33.7 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:

(a) the name of the Bidder whose Financial Part was opened;

(b) the Bid price, per lot (contract) if applicable, including any discounts; and

(c) if applicable, any Alternative Bid – Financial Part.

33.8 The Bidders whose envelopes marked "SECOND ENVELOPE: FINANCIAL PART" have been opened or their 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.

I. Evaluation of Financial Part of Bids

34. Adjustments for Non-material Nonconformities

34.1 Provided that a 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 by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bidders, the Employer shall use its best estimate.

35. Correction of Arithmetic Errors

35.1 In evaluating the Financial Part of each Bid, 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 obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and

(c) 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) and (b) above.

35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 35.1, shall result in the rejection of the Bid.

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36. Conversion to Single Currency and Margin of Preference

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

36.2 Unless otherwise stated **in the BDS**, a margin of preference Bidders[2] shall not apply.

37. Evaluation Process, Financial Parts

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

(a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities, but including Daywork[3] items, where priced competitively;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 35;

(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 36.1;

(e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 34;

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

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

37.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in Section III, Evaluation and Qualification Criteria. **Discounts that are conditional on the award of more than one lot or slice shall not be considered for Bid evaluation**.

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 so low that

[2] An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

[3] Daywork is work carried out following instructions of the Engineer and paid for on the basis of time spent by workers, and the use of materials and the Contractor's equipment, at the rates quoted in the Bid. For Daywork to be priced competitively for Bid evaluation purposes, the Employer must list tentative quantities for individual items to be costed against Daywork (e.g., a specific number of tractor driver staff-days, or a specific tonnage of Portland cement), to be multiplied by the Bidders' quoted rates and included in the total Bid price.

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it raises material concerns as to the capability of the Bidder in regard to the Bidder's ability to perform the Contract for the offered Bid Price.

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

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

39. Unbalanced or Front Loaded Bids

39.1 If the Bid that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front loaded, the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the Bidding document.

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) require that the total amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract Price; or

(c) reject the Bid.

J. Most Advantageous Bid and Notification of Intention to Award

40. Evaluation of combined Technical and Financial Parts

40.1 The Employer's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified **in the BDS**. The Employer will rank the Bids based on the evaluated Bid score (B).

41. Most Advantageous Bid

41.1 The Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.

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

42.1 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.

43. Standstill Period

43.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

44. Notification of Intention to Award

44.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

(a) the name and address of the Bidder submitting the successful Bid;

(b) the Contract price of the successful Bid;

(c) the total combined score of the successful Bid;

(d) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated and technical scores;

(e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;

(f) the expiry date of the Standstill Period; and

(g) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

K. Award of Contract

45. Award Criteria

45.1 Subject to ITB 42.1, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid.

46. Notification of Award

46.1 Prior to the date of expiry of the bid validity, and upon expiry of the Standstill Period specified in ITB 43.1 or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

46.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract

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Award Notice which shall contain, at a minimum, the following information:

(a) name and address of the Employer;

(b) name and reference number of the contract being awarded, and the selection method used;

(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;

(d) names of all Bidders whose Bids were rejected, with the reasons therefor;

(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and

(f) successful Bidder's Beneficial Ownership Disclosure Form.

46.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette.

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

47. Debriefing by the Employer

47.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 44.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

47.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

47.3 Where a request for debriefing is received by the Employer later than the three (3) Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

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47.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear its own costs of attending such a debriefing meeting.

48. Signing of Contract

48.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form shall be submitted within eight (8) Business Days of receiving this request.

48.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

49. Performance Security

49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security in accordance with the Conditions of Contract, subject to ITB 39.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

49.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required **in the BDS**, the Environmental and Social (ES) Performance Security, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

50. Procurement Related Complaint

50.1 The procedures for making a Procurement-related Complaint are as specified **in the BDS**.

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Section II- Bid Data Sheet

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

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

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

A. General	
ITB 1.1	The reference number of the Request for Bids (RFB) is: Dorjilung/CPD/DCP-II/2026/875 dated 13th June, 2026. The Employer is: Dorjilung Hydro Power Limited (DHPL). The name of the RFB is: Construction of Head Race Tunnel from RD 2,485 m to 13,898 m, including Construction Adit-2, Adit-3, 559 m remaining length of Adit-4 & Adit-5 and Hydro-Mechanical Gates.
ITB 4.1	Maximum number of members including the Lead member in the JV shall be: 2 (two). Both the JV member shall have a relevant experience in the construction of Hydropower Project.
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.
ITB 4.11	This bidding is open to: International Competitive Bidding (ICB)
B. Contents of Bidding Document	
ITB 7.1	Clarification of Bidding Documents to be addressed in writing to: Darjay Wangdi, General Manager, Contracts and Procurement Division, Dorjilung Hydro Power Limited, email: d.wangdi269@drukgreen.bt The responses to the clarifications shall be published on the websites of: www.dorjilung.bt and www.drukgreen.bt. Clarifications shall be received up to 17:00 hours on the last date of the Pre-Bid meeting, and all responses shall be issued collectively within seven days of the conclusion of the Pre-Bid meeting
ITB 7.2	The Bidder shall submit a copy of the Site Visit Certificate issued by the Employer: Yes
ITB 7.4	A Pre-Bid meeting: Upon request from the bidders

	Date: From July 10 To July 11, 2026. Time: To be notified by the Employer
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: English
ITB 11.2 (i)	The Bidder shall submit the following additional documents in its Bid: **(a) Code of Conduct for Contractor's Personnel (E&S)** The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 1.1.17 of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (E&S) and Occupational and Community Health and Safety (OCHS) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. **(b) Management Strategies and Implementation Plans (MSIP) to manage the E&S impacts and OCHS risks.** The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (E&S) impacts and OCHS risks consistent with project ESMP, LMP, and OHSMF prepared at the design phase: **Labor and Working Conditions (ESS2):** ● Labor Management Plan (including subcontractor labor management); ● Occupational Health and Safety (OHS) Management Plan (includes policies, processes, and SOPs); ● Worker Grievance Redress Mechanism; ● Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) prevention and response action plan; ● E&S Training for construction workers' plan; **Resource Efficiency and Pollution Prevention (ESS3):** ● Waste management plan (solid and liquid waste, including segregation, collection, storage, transport, and disposal); ● Hazardous substances management plan (including fuel storage, handling, and disposal); ● Explosive and blasting management plan (including vibration control and real-time monitoring); ● Wastewater and drainage management plan (including domestic sewage, batching plant wastewater, and stormwater); ● Erosion and sediment control plan;

	• Air quality management plan (dust suppression and emission controls); • Noise and vibration management plan; • Muck disposal planning and management plan (including slope stability and revegetation); • Infiltration and seepage management plan (for tunneling, including pre-excavation grouting and settling lagoons); • Water management plan (to protect community water resources); • Quarry and borrow area management plan (including decommissioning and reclamation). **Community Health and Safety (ESS4):** • Traffic management plan; • Emergency preparedness and response plan (including engineering controls, early warning systems, and coordination with local authorities); • Security management plan (for security personnel protecting sites and assets); • Construction sites access and security plan. **Biodiversity Conservation (ESS6):** • Vegetation clearing plan; • Landscaping and re-vegetation plan; • Biodiversity protection plan; • Site cleaning and rehabilitation management plan; • Reservoir first impoundment management plan; • Invasive alien species management plan.
ITB 11.5	Appointment of DAAB member by either party: Within 14 days from the date of notification for a request for appointment of DAAB.
ITB 13.1	Alternative Bids ***shall not be*** considered.
ITB 13.2	Alternative times for completion ***shall not be*** permitted.
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: None
ITB 14.1	Bid price to be inclusive of Withholding Tax Deducted at Source (TDS) and exclusive of the Goods and Services Tax (GST) and Import Duties. Insurance cost to be considered and quoted based on the provisions under Particular Conditions Part B- Special Provisions Clause 19. The Employer shall provide the construction equipment and minimum Contractor's Construction Facilities listed under the Particular Conditions Part B-Special Provision Sub-Clause 2.6 and 2.7 respectively.
ITB 14.5	The prices quoted by the Bidder shall be adjustable: Yes, as per the Price Adjustment Formula in Particular Conditions Part B-Special Provisions

ITB 14.6	The Price Adjustment Formula of the Employer shall be adopted
ITB 15.1	The currency(ies) of the Bid and the payment shall be: Bhutanese Ngultrum (BTN) and Indian Rupee (INR). The requirement of convertible currencies for procurement of HM components and Equipment shall be facilitated by the Employer. The risk of exchange rates shall be borne by the Bidder
ITB 16.2	The winning bidder shall employ the local labour of: 30% of the total labour cost (cumulative for skilled, semiskilled and unskilled category).
ITB 17.5	At this time, the Employer ***"does not intend"*** to execute certain specific parts of the Works by subcontractors selected in advance
ITB 17.6	Contractor's proposed subcontracting is **subject to** Employer's approval.
ITB 17.7	The parts of the Works for which the Employer permits Bidders to propose Specialized Subcontractors are designated as follows: (a) Hydro Mechanical Works
ITB 18.1	The Bid shall be valid until 120 days from the last date of bid submission, i.e. **up to November 25, 2026.**
ITB 18.3 (a)	The Bid price shall be adjusted: No
ITB 19.1	A Bid Security *shall be* required. An unconditional bank guarantee issued by any financial institution in Bhutan or any acceptable foreign Bank through a corresponding financial institution in Bhutan to make it enforceable or in demand draft. The amount and currency of the Bid Security shall be **BTN 213 million**
ITB 19.2	Bid-Securing Declaration: No
ITB 19.3 (d)	Other types of acceptable securities: None
ITB 19.3	The Bid Security shall be valid up to 30 days beyond the bid validity period, i.e. **up to December 25,2026**
ITB 19.9	Not applicable
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney issued for the purpose of this Bid through the Company's Board Resolution or on a Non-Judicial Stamp Paper
D. Submission of Bids	
ITB 21.1	In addition to the original of the Bid, the number of copies is: One hard copy and one in flash drive. In case of discrepancies, signed hard copy shall prevail.
ITB 22.1	For **Bid submission purposes** only, the Employer's address is:

	Attention: Darjay Wangdi, Dorjilung Hydro Power Limited (DHPL), Gyalpoizhing, Mongar: Bhutan The deadline for Bid submission is: Date: **July 28, 2026** Time: **15.00 hrs.** Bidders ***"shall not"*** have the option of submitting their Bids electronically.
E. Public Opening of Technical Parts of Bids	
ITB 25.1	The Bid opening shall take place at: Venue: Conference Hall, Dorjilung Hydro Power Limited (DHPL), Gyalpoizhing, Mongar, Bhutan Date: **July 28, 2026** Time: **15.30 hrs. (Bhutan Standard Time)**
ITB 25.1	The electronic Bid opening procedures is allowed: No
ITB 25.5	The envelopes marked 'Technical Part' shall be opened first. The 'Financial Part' of only those bidders who are technically qualified and having achieved a technical score of 75% or above shall be opened at a date and time to be notified separately.
ITB 25.6	Bids comprising both technical part and financial part shall be initialled by the representatives of the Employer and shall be numbered.
ITB 31.1	In the event that a Bidder submits bids for all three packages, i.e., DCP-I, DCP-II and DCP-III, the Bidder shall fulfil and satisfy the Eligibility and Qualification Requirement independently for each package to be further considered for detailed technical evaluation specified in ITB 32.
G. Evaluation of Technical Part of Bids	
ITB 32.2	The scores and weightings for the Technical Criteria are as indicated below:

SN.	Criteria	Weightage (%)
1	Minimum Key Technical Personnel	25
2	Minimum Equipment and Machineries Availability	25
3	Construction Methodology & Work Plan	30
4	Management Strategies and Implementation Plans for E&S and OCH	20

	The detailed break up of Technical Criteria is provided under Section III- Evaluation and Qualification Criteria If a Bidder submits bids for all three packages, i.e., DCP-I, DCP-II, and DCP-III, the Bidder shall be required to fully satisfy the minimum Technical Criteria. Key manpower and equipment resources may be shared across all three packages. However, the unique requirements of each package, including Equipment, Key Personnel, Construction Methodology and Work Plan, as well as Management Strategies and Implementation Plans for Environmental & Social (E&S) and Occupational, Community, and Health (OCH) aspects, shall be met independently.
H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	
ITB 33.4	The financial bids will be publicly opened at a date and time to be notified
I. Evaluation of Financial Part of Bids	
ITB 36.1	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies into a single currency is: Bhutanese Ngultrum (BTN). The source of exchange rate shall be: Selling foreign exchange rates (TT) of Royal Monetary Authority of Bhutan (RMA). The date for the exchange rate shall be*:* Opening Date of Technical Bid.
ITB 36.2	A margin of domestic preference ***"shall not"*** apply.
ITB 39.2(b)	After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate decide to accept the abnormally low Bid /or unbalanced or front loaded bids, the Bidder shall be required to provide additional differential security in addition to the performance security and ES performance security equivalent to the difference between the estimated and quoted price to a maximum of (ten percent) 10% of the quoted price.
J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid	
ITB 40.1	Not Applicable
ITB 43.1	Standstill period: **7 calendar days**

K. Award of Contract	
ITB 45.	The Employer will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the Most Advantageous Bid. In case, single lowest evaluated bidder is the lowest bidder for more than 1 package, i.e. in DCP-I, DCP-II or DCP-III, the bidder shall be awarded only **one package** at the discretion of the Employer to the most advantageous bid.
ITB 46.2 & ITB 46.3	No
ITB 47.3	Employer shall provide debriefing requests received outside the deadline: No.
ITB 49.1	The successful Bidder shall be required to submit **a separate unconditional Performance Guarantee that includes Performance Security (9%) and ES Performance Security (1%) of Accepted Contract Amount** valid up to 30 (Thirty) days after taking over of Works. The bank guarantee shall be in favour of the Employer, issued by the Financial Institution of Bhutan or any foreign bank acceptable and enforceable by the Financial Institution of Bhutan.
ITB 50.1	If a Bidder wishes to make any procurement-related Complaint, the Bidder shall submit its complaint to the Chief Executive Officer, Dorjilung Hydro Power Limited.

Section III- Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this Bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the BTN equivalent using the rate of exchange determined as follows:

- For turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year are to be converted) was originally established.

Exchange rates shall be taken from the publicly available source identified in the ITB 36.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

Evaluation of Bids

1. Qualification

1.1 Qualification Requirements

The Bidder's qualifications shall be assessed in accordance with the Qualification (Eligibility and Qualification Criteria) table included in this section.

1.2 Specialized Subcontractors

The credentials of the proposed Specialized Subcontractor for Hydro-Mechanical (HM) works shall be evaluated to fulfil the relevant General and Specific Evaluation and Qualification criteria. The Bidder shall retain the approved Specialized Subcontractor for the execution of the HM works. In the event that the Bid of the Bidder is determined to be the Most Advantageous Bid, and the Bidder seeks to replace the approved Specialized Subcontractor, the replacement shall possess credentials equivalent to or superior to those of the originally approved Specialized Subcontractor, subject to approval of the Employer.

1.3 Financial Resources

Using the relevant Form 3.1 in Section IV, Bidding Forms, the Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means, other than any contractual advance payments to meet the overall cash flow requirements for this Contract and its current Works commitment.

To fulfil the financial resource requirements of lines of credit, liquid assets, and net worth, a Bidder may rely on the financial strength of its Parent or Holding Company. In such cases, the Parent or Holding Company shall provide an undertaking confirming full

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support for the Bidder's financial obligations. Furthermore, the Parent or Holding Company shall commit to assume and execute the work itself in the event of the Bidder's non-performance, should the Bidder be qualified and awarded the package.

1.4 Key Technical Personnel (25)

The Bidder must demonstrate that it will have suitably qualified Contractor's Representative and other suitably qualified (and in adequate numbers) key personnel including ES staff, as described in the Works' Requirements (Section - VII). The Bidder shall provide details of the Contractor's Representative and other key personnel, and such other key personnel that the Bidder considers appropriate, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bid Forms.

The minimum listed Key Personnel shall be evaluated on a scale of 100 points. The total score obtained will then be proportionately converted, with a maximum weightage of 25% applied under the Key Personnel criterion. The minimum qualification and relevant experience required for each position are specified in Section VII-Works' Requirement; however, the evaluation score will be determined based on qualifications and relevant experience exceeding the stated minimum requirements. Mere fulfilment of the minimum requirements shall not secure full marks.

Sl.No	Manpower Category	Unit	Total	Score
1	Project Manager, Bachelor's Degree in Civil Engineering with relevant experience of more than 10 years served as a Project Manager for Head Race Tunnel Works for minimum of two years with reasonable work progress	No	1	15
2	Manager, Planning & Monitoring, Bachelor's Degree with relevant experience of more than 5 years	No	1	10
3	Civil Engineer, Bachelor's Degree in Civil Engineering (more than 3 years' relevant experience)/Diploma (more than 5 years of relevant experience) - At least 4 engineers to be degree holder	Nos	10	10
4	Mechanical Engineer, Bachelor's Degree in Mechanical Engineering (more than 3 years of relevant experience)/Diploma (more than 5 years of relevant experience) - At least two of the engineers to be degree holder	Nos	4	10
5	Electrical Engineer, Bachelor's Degree in Electrical Engineering (more than 3 years of relevant experience)/Diploma (more than 5 years	Nos	3	5

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	of relevant experience) -At least one shall be degree holder			
6	Manager, Equipment & Vehicle with Bachelor's Degree in Mechanical with relevant experience of 3 years	Nos	1	10
7	Geologist, Degree in Engineering Geology (more than 3 years of relevant experience)	Nos	4	5
8	Surveyor, Bachelor's Degree/Diploma in Surveying (more than 3/5 years of relevant experience -At least one shall be degree holder	Nos	4	10
9	Quality Control & Quality Assurance Officer, Bachelor's Degree) in Civil Engineering (more than 3 years of relevant experience)/Diploma (more than 5 years of relevant experience	Nos	2	10
10	Work Supervisor (Civil), VTI/Class 12 Grade (more than 3 years of relevant experience)-24 Nos	Nos	24	5
11	Work Supervisor (Hydro Mechanical), VTI/Class 12 Grade (more than 2 years of relevant experience)	Nos	6	5
12	Blaster, Certified (more than 2 years of relevant experience)- 5 Nos	Nos	5	5
	Total		**65**	

1.5 Minimum Equipment and Machineries Availability (25)

The Bidder must demonstrate that it has access to the following listed minimum key equipment and machineries with at least 50% balance life determined as per latest CWC guidelines. The listed minimum key equipment and machineries will be scored out of 100 and will be proportionately converted, with 25% applied as the maximum equipment weightage. The evaluation score will be determined based on the age of the equipment and machineries declared. Mere fulfilment of the minimum requirements shall not secure full marks.

SN	Key Equipment and Machinery Type	Qty.	Score
1	Hydraulic Drilling Jumbo (2 boom with basket)	1	10
2	Hydraulic drill ROC/IR	2	10
3	Excavator (1.2 to 1.5 m3)	4	5

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SN	Key Equipment and Machinery Type	Qty.	Score
4	Bulldozer (D80 or equivalent)	1	5
5	Loader (2 to 3 m3)	2	10
6	Dumper 20 T or more carrying capacity	3	5
7	Telescopic Ring Handler	4	5
8	Electric air compressor (380 cfm or more)	3	5
9	Aggregate Crushing Plant (200 TPH)	1	5
10	Batching plant 60 cum/hr or more	2	10
11	Transit Mixers 6 m3	2	5
12	Concrete pump 50 m3/hr	4	5
13	Robotic Wet Shotcrete Machine	**1**	10
14	Dewatering pump (up to 10 HP)	4	5
15	DG Set 500 kVA	4	5

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

1.6 Construction Methodology & Work Plan (30)

The Construction Methodology and Work Plan shall be evaluated based on the following key parameters and the bidder shall complete the relevant Forms in Section IV Bidding Forms:

SN	Key Parameters	Score
1	Site Organization	2.5
2	Method Statement	10
3	Mobilization Schedule	5
4	Construction Schedule	5
5	Progressive Equipment and Machineries Deployment Schedule	5
6	Local Labour Method Statement	2.5

The Bidder shall submit a detailed Construction Methodology and Work Plan not exceeding fifty (50) pages, inclusive of annexures, charts, diagrams, and other supporting materials. Any content beyond the fifty-page limit shall not be evaluated. **Upon notification by the Employer, the proposed Project Manager of the Bidder shall deliver a comprehensive presentation on the**

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proposed Construction Methodology and Work Plan, covering the key parameters outlined above for further assessment.

1.7 Management Strategies and Implementation Plans for E&S and OCH (20)

The Bidder will be assessed on its overall capacity to manage Environmental and Social (E&S) risks and Occupational and Community Health and Safety (OCHS) risks during project implementation. This includes the Bidder's understanding of project-specific E&S/OCHS impacts and risks; the quality, practicality, and technical soundness of proposed mitigation measures and concept designs; completeness and consistency of the required Management Strategies and Implementation Plans; relevant experience on comparable hydropower, dam, or large civil infrastructure projects; adequacy of monitoring and reporting arrangements; and evidence of senior management commitment, corporate E&S/OHS systems, certifications, governance procedures, performance history, and commitment to comply with the ESCP, LMP, ESMP, OHSMF, national requirements, and World Bank E&S requirements.

The scoring allocation shall be as follows:

SN	Particulars	Score
1	Understanding of project-specific E&S/OCHS risks	4
2	Technical approach and practicality of key mitigation measures	4
3	Completeness and quality of MSIPs	4
4	Relevant comparable experience	3
5	Monitoring and reporting system	2
6	Senior management commitment and corporate E&S/OHS systems	3

The Bidder shall submit a detailed Management Strategies and Implementation Plans for E&S and OCH not exceeding fifty (50) pages, inclusive of annexures, charts, diagrams, and other supporting materials. Any content beyond the fifty-page limit shall not be evaluated. **Upon notification by the Employer, the proposed Project Manager/ESHS Manager of the Bidder shall deliver a comprehensive presentation on the proposed Management Strategies and Implementation Plans for E&S and OCH, covering the key parameters outlined above for further assessment.**

2. Technical Evaluation:

The criteria to be evaluated and the score to be given to each criterion are specified in ITB 32.2. Bidders who score more than **75%** in the technical evaluation shall be considered for the opening of the financial bid.

3. Financial Evaluation:

Financial Evaluation of the Bids scoring more than **75%** in the technical evaluation shall be evaluated as per the ITB.

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A. Qualification

Eligibility and Qualification Criteria				Compliance Requirements			Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	**Nationality**	Nationality in accordance with ITB 4.4	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	**Conflict of Interest**	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid
1.3	**Bank Eligibility**	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid
1.4	**State- owned Enterprise or Institution of the Borrower country**	Meets conditions of ITB 4.6	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	**United Nations resolution or Borrower's country law**	Not having been excluded as a result of prohibition in the Borrower's country laws or official regulations against commercial relations with the Bidder's country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	N/A	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	**History of Non-Performing Contracts**	Non-performance of a contract[4] did not occur as a result of contractor default.	Must meet requirement	N/A	Must meet requirement[5]	N/A	Form CON-2
2.2	**Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer**	Not under suspension based on-execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 and ITB 19.9	Must meet requirement	N/A	Must meet requirement	N/A	Letter of Bid
2.3	**Pending Litigation**	Bidder's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2

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

[5] This requirement also applies to contracts executed by the Bidder as JV member.

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2.4	**Litigation History**	No consistent history of court/arbitral award decisions against the Bidder[6]	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.5	**Declaration: Environmental and Social (E&S) and OCHS past performance**	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons of breach of environmental, and social (including Sexual Exploitation, and Abuse) and occupational and community health and safety contractual obligations in the past five years and ongoing projects.[7]	Must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Form CON-3 E&S and OCHS Performance Declaration along with Clients' Performance Certificates
2.6	**Bank's SEA and/or SH Disqualification**	At the time of Contract Award, not subject to disqualification by the Bank for non-compliance with SEA/ SH obligations	Must meet requirement (including each subcontractor	N/A	Must meet requirement (including each subcontractor proposed by the	N/A	Letter of Bid, Form CON-4

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

[7] The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
			proposed by the Bidder)		Bidder)		
		If the Bidder had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, the Bidder shall either (i) provide evidence of an arbitral award on the disqualification made in its favour; or (ii) demonstrate that it has adequate capacity and commitment to comply with SEA/SH prevention and response obligations; or (iii) provide evidence that it has already demonstrated such capacity and commitment on another Bank financed works contract.	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Must meet requirement (including each subcontractor proposed by the Bidder)	N/A	Letter of Bid, Form CON-4
3. Financial Situation and Performance							
3	**Financial Situation and Performance**	(i) Net worth: Latest audited account for the financial year shall be Positive	Must meet requirement	N/A	Must meet requirement	N/A	Form FIN – 3.1, with attachments
		(ii) Average Annual Turnover: **BTN. 7,524 million** (average of the 3 highest turnovers in the last 5 audited financial years)	Must meet requirement	Must meet requirement	Must meet 10% of the requirement	N/A	Form FIN – 3.2

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		(iii) Financial Resources Requirement: **BTN.2,132 million** The Bidder must demonstrate access to, or availability of, liquid assets, lines of credit, or other financial resources (other than any contractual advance payments) to meet the Bidder's financial resources requirement	Must meet requirement	Must meet requirement	Must meet 10% of the requirement	N/A	Form FIN – 3.3, with attachments
4. Experience							
4.1	**General Construction Experience**	i) Civil General Construction Work Experience in the last 20 years with work value of a single completed work or up to five works more than **BTN. 14,920.00 million**	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP – 4.1
		ii) Hydro-Mechanical General Construction Work Experience in last 20 years with work value of a single completed work or up to five works more than **BTN. 3 million**	Must meet requirement or through credentials of Specialized Subcontractor	Must meet requirement or through credentials of Specialized Subcontractor	N/A	N/A	Form EXP – 4.1

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
4.2	**Specific Work Experience in last 20 years.**	i) Experience of having constructed a Concrete lined Tunnel of minimum face length of 1.5 km and total tunnel length of minimum 8 km in a single project in the last 20 years.	Must meet requirement	Must meet requirement	N/A	N/A	Form EXP 4.2(a)
		ii) Achieved a progress of excavation of 700 m or more per face per annum having finished diameter of 7 m or more in tunnelling works in any one year in the last 20 years in a single project.	Must meet requirement	Must meet requirement	N/A	N/A	
		iii) Achieved a progress of excavation of 700 m or more per face per annum having finished diameter of 7 m or more in tunnelling works in any one year in the last 20 years in a single project.	Must meet requirement	Must meet requirement	N/A	N/A	
		iv) Successfully carried out hinged gate manufacture and erection of size of 5 m^2 or more	Must meet requirement or through	Must meet requirement or through	N/A	N/A	

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		with a minimum head of 60 m complete with its hoisting system by its own or through Specialized Sub-contractor in the last 20 years in a single project.	credentials of Specialized Subcontractor	credentials of Specialized Subcontractor			
4.3	**Specific Experience in managing E&S aspects**	Any contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st January 2005 and Application submission deadline, the Bidder shall demonstrate experience in managing the E&S impacts and OCHS risks on the following aspects: 1. Developing and implementing a Contractor's Environmental and Social Management Plan (C-ESMP) on large-scale civil infrastructure or hydropower projects, including site-specific impact identification, mitigation planning, and adaptive management 2. Air Quality and Dust	Must meet requirements	Must meet requirement	Must meet the following requirements: ● Occupational Health and safety ● SEA/SH Prevention and Response ● Emergency Preparedness and Response	N/A	Form EXP – 4.2 (c)

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		Management 3. Noise and Vibration Management 4. Explosives and Blasting Management 5. Water Quality Management and Monitoring 6. Waste Management 7. Hazardous Substances Management 8. Muck and Spoil Disposal Management 9. Quarry and Borrow Area Management 10. Erosion, Sediment Control and Slope Stabilization 11. Biodiversity Management 12. Invasive Alien Species Management 13. Revegetation and Site Rehabilitation 14. Physical Cultural Resources Management 15. Reservoir Impoundment Management 16. SEA/SH Prevention and Response 17. Worker Grievance Redress Mechanism 18. Community Health and					

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		Safety Management 19. Emergency Preparedness and Response 20. Stakeholder Engagement and Community Grievance Management 21. ES Monitoring and Reporting 22. ES Training for construction workers 1. Company has accreditations of ISO 14001, 18001 or ISO45001. 2. Company maintains a corporate ESMS 3. Company has environmental, social, health and safety policies. 4. Company's organization chart showing how E&S (including stakeholder engagement and grievances), and OCHS and labor issues are managed at the site level, including management and monitoring of subcontractors and their performance. 5. Company manages labour and					

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		working conditions, and security of the site, community health and safety. 6. Company's E&S and OCHS performance indicators for the past three calendar years, including spills and releases to the environment, number of environmental fines, number of registered stakeholder grievances (disaggregated by gender), and number of registered labor grievances (disaggregated by gender), worked hours for the period, total recordable incidents, total recordable injury frequency rate, and total recordable disease frequency rate. 7. Present a plan showing how the company prepares for emergencies at its sites, including those that may affect nearby communities, such as an explosion or accident or a spill or release into a local water course. 8. Company's code of conduct describing expectations for the					

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Eligibility and Qualification Criteria			Compliance Requirements				Documentation
No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		behavior of direct and subcontract employees when outside the work site and in the host community. The code of conduct should include specific provisions to prevent SEA and SH.					
4.4	**Contractor's Representatives and E&S Personnel Requirement**	The bidder share submit the list of all the E&S and OHS personnel as per the numbers, qualification and experience stipulated under Section VII- Works' Requirements	Must meet requirements	Must meet requirement	N/A	N/A	Form Per-2

Section IV- Bidding Forms

Letter of Bid- Technical Part

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

Request for Bid No.: [*insert identification*]

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

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

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

(a) the Technical Part, and

(b) the Financial Part

In submitting our Bid, we make the following declarations:

(a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB 8);

(b) **Eligibility**: We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;

(c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's country in accordance with ITB 4.7;

(d) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (v) below and delete the others*].

We *[where JV, insert:* "including any of our JV members"*]*, and any of our subcontractors:

(i) [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(ii) [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]

(iii) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]

(iv) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently provided and demonstrated that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

(v) [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached documents demonstrating that we have adequate capacity and commitment to comply with SEA and SH prevention and response obligations.]

(e) **Conformity**: We offer to execute in conformity with the bidding document the following Works: [*insert a brief description of the Works*]_____
_____;

(f) **Bid Validity**: Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;

(g) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security [*and an Environmental and Social (ES) Performance Security,* ***Delete if not applicable***] in accordance with the bidding document;

(h) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

(i) **Suspension and Debarment**: We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group, or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(j) **State-owned enterprise or institution:** [*select the appropriate option and delete the other*] [*We are not a state-owned enterprise or institution*] / [*We are a state-owned enterprise or institution but meet the requirements of ITB 4.6*];

(k) **Binding Contract**: We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and

(m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

(n) **Potential DAAB Members:** We hereby propose the following three persons, whose curriculum vitae are attached, as potential DAAB members:

Name	Address
1. …….....	
2. ……..	
3. ……	

Name of the Bidder: *[*insert complete name of the Bidder*]

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

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

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

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

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

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

Appendix to Technical Part of Bid

(Bidders to provide the Technical Proposal as per ITB 16)

Technical Proposal

- Site Organization
- Method Statement
- Sustainable Procurement Proposal
- Mobilization Schedule
- Construction Schedule
- E&S Management Strategies and Implementation Plans
- Code of Conduct for Contractor's Personnel (E&S)
- Contractor's Equipment
- Sub-Contractor
- Contractor's Representative and Key Personnel Schedule
- Resume and Declaration Contractor's Representative and Key Personnel
- Local Labour Method Statement
- Others

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Site Organization

[insert Site Organization information]

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Method Statement

[insert Method Statement]

*[**Note to the Bidder**: In addition to providing method statements for* construction activities (and design, if any), *if the contract has been assessed to present potential or actual cyber security risks, include method statements, management strategies, implementation plans and innovations to manage cyber security risks. Similarly, if there are assessed supply chain risks, the method statement must include supply chain risk assessment and proposed management plan. All method statements must include a chapter covering E&S and OCHS aspects of the construction. Further, the Bidder shall provide its method statement for engaging local labour, in accordance with the Local Labour Method Statement included in this Section IV, Bidding Forms.]*

The Method Statement shall cover all aspects of the activities under DCP-III with special emphasize on the following points:

1. Surge Shaft Open excavation plan
2. Surge Shaft sinking excavation method
3. Pressure shaft sinking excavation method
4. Pre-Support Tunnel construction methodology
5. Underground cavern excavation method
6. Excavation sequence of Heading & Benching Method for Head Race Tunnel
7. Tunnel concrete lining arrangements
8. Dewatering plan
9. Cycle time for shafts, underground cavern construction and tunnel works with work fronts
10. Manpower and material mobilization schedule
11. Quality Control and Quality Assurance Plan
12. Hydro-Mechanical gate erection plan
13. Interfacing Plan for Civil, Hydro-Mechanical and Electro-mechanical works
14. Innovation and use of latest technology

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Sustainable Procurement Proposal: Not Applicable

[insert Procurement Proposal]

*[**Note to Bidder**: In addition to submitting the **required** ES Management Strategies and Implementation Plans, the Bidder shall provide its proposal to demonstrate how additional sustainable procurement requirements, if any, specified in Section VII- Works' Requirements would be addressed. The Bidder shall also provide its proposal, if any, for exceeding the sustainable procurement requirements.]*

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Mobilization Schedule

[insert Mobilization Schedule]

In accordance with the Particular Conditions, Sub-Clause 4.1, the Contractor shall not carry out mobilization to Site unless the Engineer gives consent that appropriate measures are in place to address environmental and social risks and impacts, which as a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel, submitted as part of the Bid and agreed as part of the Contract.

The Bidder shall submit a Progressive Monthly Schedule for the initial First Year and thereafter on a quarterly basis aligned with Proposed Construction Schedule.

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Construction Schedule

[insert Construction Schedule]

The construction schedule shall include all the activities under DCP-III package and demonstrate the completion of the package within the stipulated contract period, incorporating intermediate milestones under Particular Conditions Part B-Special Provisions Sub Clause 8.8 and also covering the following key milestones:

- *No-objection to the Contractor's MSIPs, which collectively form the C-ESMP, in accordance with the Particular Conditions – Special provisions Sub-Clause 4.1.*
- *Constitution of the DAAB*
- *SEA and SH Implementation Schedule*

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ES Management Strategies and Implementation Plans (ES-MSIP)

The Bidder shall submit comprehensive Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.2 (i) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes, and institutional arrangements that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the E&S provisions of the Contract including those more fully described in the Works Requirements in Section VII, and the minimum requirements set out in the following documents attached to these Bidding Documents:

- Annexure 1- Environmental and Social Management Plan (ESMP) for the Dorjilung Hydroelectric Power Project; and
- Annexure 2- Occupational Health and Safety Management Framework (OHSMF) for the Dorjilung Hydroelectric Power Project.
- Annexure 3- Labour Management Procedure (LMP) for Dorjilung Hydroelectric Power Project

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Code of Conduct for Contractor's Personnel (ES) Form

We are the Contractor, [*enter name of Contractor*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Works*]. These Works will be carried out at [*enter the Site and other locations where the Works will be carried out*]. Our contract requires us to implement measures to address environmental and social risks related to the Works, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with environmental and social risks related to the Works. It applies to all our staff, labourers and other employees at the Works Site or other places where the Works are being carried out. It also applies to the personnel of each subcontractor and any other personnel assisting us in the execution of the Works. All such persons are referred to as "**Contractor's Personnel"** and are subject to this Code of Conduct.

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

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

Required Conduct

Contractor's Personnel shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Contractor's Personnel and any other person;
3. maintain a safe working environment including by:
    a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
    b. wearing required personal protective equipment;
    c. using appropriate measures relating to chemical, physical and biological substances and agents; and
    d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Contractor's or Employer's Personnel;

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7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of the grievance mechanism for Contractor's Personnel or the project's Grievance Redress Mechanism.

Raising Concerns

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the Contractor's Social Expert with relevant experience in handling sexual exploitation, sexual abuse and sexual harassment cases, or if such person is not required under the Contract, another individual designated by the Contractor to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Contractor's hotline *(if any)* and leave a message.

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

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

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Consequences of Violating the Code of Conduct

Any violation of this Code of Conduct by Contractor's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR CONTRACTOR'S PERSONNEL:

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

Name of Contractor's Personnel: [insert name]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date: (day month year): _____

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ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Contractor's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g., cooking and cleaning) in exchange for sex.
- A Contractor's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Contractor's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Contractor's Personnel denies a person access to the Site unless he/she performs a sexual favor.
- A Contractor's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- Contractor's Personnel comment on the appearance of another Contractor's Personnel (either positive or negative) and sexual desirability.
- When a Contractor's Personnel complains about comments made by another Contractor's Personnel on his/her appearance, the other Contractor's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Contractor's or Employer's Personnel by another Contractor's Personnel.
- A Contractor's Personnel tells another Contractor's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

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Form EQU: Contractor's Equipment

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

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment o Owned o Rented/Hired	
Technical Data Sheet	Required to be submitted	

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/hiring agreements to be submitted	

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In addition to the Key equipment and Machineries, the bidder shall submit the list of Equipment and Machineries to meet the Proposed Construction Methodology and Schedule.

Further, a Progressive Equipment and Machineries Deployment Schedule on a quarterly basis aligned with Proposed Construction Schedule as outlined below shall be submitted:

Work Front	**Proposed No.**	**2026**				**……**	**……**	**……**
		Q1	*Q2*	*Q3*	*Q4*			
Work Front-1								
Equip-1								
Equip-2								
Work Front-2								
Equip-1								
Equip-2								

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Subcontractors

[Note to Bidder: As applicable, select either Option 1 if prequalification process has not been carried out or Option 2: if prequalification process has been carried out, and delete the option that is not applicable]

Option 1- Without Prequalification

(a) Specialized Subcontractors

The following Specialized Subcontractors are proposed for parts of the Works permitted by the Employer in accordance with BDS ITB 17.7 [state "Not Applicable," if not permitted]

No.	*Part of the Works to be subcontracted*	*Specialized Subcontractor's name and address*	*Nationality*	*Specific Experience*

The following [add: "other," if Specialized Subcontractors are included above. Bidders are free to propose more than one subcontractor for each part of the Works.] Subcontractors are proposed.

No.	*Part of the Works to be subcontracted*	*Subcontractor's name and address*	*Nationality*	*Specific Experience*

Option 2- After Prequalification

(a) Specialized Subcontractors

[Insert the following if Specialized Subcontractors were accepted by the Employer as part of the prequalification process and/or through any change approved by the Employer prior to the deadline for Bid submission; otherwise, state: N/A.]

" The same specialized subcontractor/s accepted by the Employer as part of the prequalification process and/or through any change approved by the Employer prior to the deadline for Bid submission are proposed."

(b) The following [add: "other," if Specialized Subcontractors are included above] Subcontractors are proposed. Bidders are free to propose more than one subcontractor for the same part of the Works.]

No.	*Part of the Works to be subcontracted*	*Subcontractor's name and address*	*Nationality*	*Specific Experience*

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Form PER -1: Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor's Representative and Key Personnel

1.	**Title of position:**	
	Name of candidate:	
	Duration of appointment:	[*insert the whole period (start and end dates) for which this position will be engaged*]
	Time commitment: for this position:	[*insert the number of days/week/months/ that has been scheduled for this position*]
	Expected time schedule for this position:	[*insert the expected time schedule for this position (e.g., attach high level Gantt chart*]

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Form PER-2: Resume and Declaration Contractor's Representative and Key Personnel

Name of Bidder

Position [#1]: [*title of position from Form PER-1*]		
Personnel information	**Name:**	**Date of birth:**
	Address:	**E-mail:**
	Citizenship:	**Country of Residence:**
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: *[language and levels of speaking, reading and writing skills]*	
Details		
	Address of employer:	
	Telephone:	**Contact (manager / personnel officer):**
	Fax:	
	Job title:	**Years with present employer:**

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

Project	**Role**	**Duration of involvement**	**Relevant experience**
[main project details]	*[role and responsibilities on the project]*	*[time in role]*	*[describe the experience relevant to this position]*

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Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	**Details**
Commitment to duration of contract:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*
Time commitment:	*[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]*

I understand that any misrepresentation or omission in this Form may:

1. be taken into consideration during Bid evaluation;
2. result in my disqualification from participating in the Bid
3. result in my dismissal from the contract.

Name of Contractor's Representative or **Key Personnel: [*insert name*]**

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

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Local Labour Method Statement

This Method Statement demonstrates Bidder's approach and methodology to engaging local labour[8] during the execution of the contract in accordance with the requirement specified in ITB 16.2(ii).

In developing this Method Statement, the Bidder shall exercise its best efforts to present its approach and methodology for the engagement of local labour that the Bidder will be able to deliver during contract execution and comply with the requirement for allocating not less than 30% of total labour cost[9] to local labour. This Method Statement will be part of the contract and updated as appropriate during contract execution, subject to the Engineer's approval.

The Bidder's approach and methodology for the engagement of local labour, will include but not be limited to the following aspects:

- The total number of labour employed expressed as Full-time Equivalent (FTE)[10] over the duration of the contract. Please use the formula below to calculate the FTE over the duration of the contract [11]:

$$\text{FTE Labour over the duration of the contract} = \frac{\text{Total estimated local labour hours over the duration of the contract}}{\text{Number of available full-time labour hours estimated per year multiplied by the estimated duration of the contract (in years)}}$$

- The percentage of total FTE to be filled by local labour;
- The proposed hiring strategy (e.g., direct hiring, subcontracting);
- Any plans and programs for training, skills development, or upskilling of local labour.

<u>This Method Statement shall not include any financial information (e.g., wages in dollar terms).</u>

[8] **Notes for Bidders:**

[1] Local labour excludes Contractor's foreign personnel. Foreign personnel who are already working in the Borrower's country on another project/contract shall also not be treated as local labour.

[9] For the purpose of this requirement, the Bidder should consider "costs" as only wages.

[10] FTE should be calculated for each skill category. Skill Categories are Skilled, Semi-Skilled and Unskilled

[11] In the formula, the number of available full-time labour hours per worker per year can be estimated based on the specifics of the contract, using a calculation such as: 40 hours/week x 52 weeks/year = 2080 hours/year. This can be multiplied by the estimated duration (in years) of the contract.

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Bidder's Qualification

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

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Form ELI -1.1: Bidder Information Form

Date: _____
RFB No. and title: _____
Page _____of _____pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: *[indicate country of Constitution]*
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4 ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1 ☐ In case of state-owned enterprise or institution, in accordance with ITB 4.6, documents establishing: ● Legal and financial autonomy ● Operation under commercial law ● Establishing that the Bidder is not under the supervision of the Employer 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.

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Form ELI -1.2: Bidder's JV Information Form
(to be completed for each member of Bidder's JV)

Date: _____
RFB No. and title: _____
Page _____ of _____ pages

Bidder's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6. 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. The successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.

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Form CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____
Date: _____
JV Member's Name_____
RFB No. and title: _____
Page _____of _____pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1st January *[insert year]* ☐ Contract(s) not performed since 1st January *[insert year]*			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value and currency**
[insert year]	*[insert amount and percentage]*	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]*
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation ☐ Pending litigation			

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Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: ____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

☐ No Litigation History ☐ Litigation History

Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency)
[insert year]	*[insert percentage]*	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 in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Employer" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

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Form CON – 3: Environmental and Social (ES), Occupational and Community Health and Safety (OCHS) Performance Declaration

[The following table shall be filled in by the Bidder, each member of a Joint Venture and each Specialized Subcontractor]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

Environmental and Social (ES), Occupational and Community Health and Safety (OCHS) Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements

☐ No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental and Social (E&S) and Occupational and Community Health and Safety performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.

☐ Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental and Social (E&S) and Occupational and Community Health and Safety performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:

Year	**Suspended or terminated portion of contract**	**Contract Identification**	**Total Contract Amount**	**Copies of signed certificates from ongoing and ex-clients (Yes/No)**
[insert year]	[insert amount and percentage]	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 suspension or termination: [indicate main reason(s) e.g., gender-based violence; sexual exploitation or sexual abuse breaches]	[insert amount]	
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification]	[insert amount]	

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		Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for suspension or termination: [indicate main reason(s)]		
		[list all applicable contracts]		
Performance Security called by an employer(s) for reasons related to ESHS performance				
Year	Contract Identification		Total Contract Amount	
[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 calling of performance security: [indicate main reason(s) e.g., for gender-based violence; sexual exploitation or sexual abuse breaches]		[insert amount]	
	list all applicable contracts]			

Note: Learning from past failures and improved ES and OCHS management systems and controls adopted should be demonstrated with adequate documentary evidence.

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Form CON – 4: Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in by the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's or Subcontractor's Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration **in accordance with Section III, Qualification Criteria, and Requirements**
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. ☐ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA/ SH obligations. ☐ (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached evidence demonstrating that we have adequate capacity and commitment to comply with SEA/ SH obligations.
[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]
[If (d) or (e) above are applicable, provide the following information:]
Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/ SH obligations (**as per (d) above)** Name of Employer: _____ Name of Project: _____ Contract description: _____ Brief summary of evidence provided: _____ Contact Information: (Tel, email, name of contact person): _____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/ SH obligations (**as per (e) above)** *[attach details as appropriate]*.

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Form CON - 5: Deviation Schedule

NIT No: _____

To:
[Employer's relevant official, name and address]

Sir/Madam,

The following are the deviations and variations from and exceptions to the terms, conditions and specifications of the Bidding Documents for procurement of….....*[insert brief description of works]* ……... These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Form. We shall withdraw the deviations proposed by us in this Form at the cost of withdrawal indicated herein, failing which our Bid may be rejected and bid security forfeited.
We confirm that except for the deviations and variations stated in this Form to our Bid, the entire work shall be performed as per specifications and conditions of the Bidding Documents without any extra cost to Employer, irrespective of any mention to the contrary anywhere else in the Bid, failing which our Bid may be rejected and Bid security forfeited.
Further, we agree that additional condition, deviation, if any, found in the Bidding Documents other than those stated in this Form, save those pertaining to any rebates offered, shall not be given effect to.

Section / Clause No	Page No.	Statement of Deviations	Cost of withdrawal

Date:

Place:

(Signature).....

(Name).....

(Designation).....

(Seal).....

Note: Continuation sheets of like size and format may be used and annexed to this Form if required.

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Form CON - 6: Power of Attorney

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT WE, …… *[insert name of the Bidder]* ……. an Employer incorporated under the ……. *[insert relevant statute of the country of incorporation]* ……. and having its registered office at …… *[insert address]* ……. (Hereinafter referred to as the "Bidder") having been authorized by the Board of Directors of the Employer, inter alia, to execute contracts in the name of and for and on behalf of the Employer. I ……. *[insert name of the person giving the power of attorney]* ……. presently holding the position of ……... *[insert designation of the person giving the power of attorney]* …… in the Employer do hereby constitute, appoint and authorize Mr.…… [*insert name, designation and residential address of the person to whom the power of attorney is being given]* …… as our true and lawful attorney to do in our name and on our behalf all such acts, deeds, things necessary and incidental to submission of our Bid against NIT No. ……..., floated by Employer. I hereby further authorize the above attorney for signing and submission of the Bid and all other documents, information related to the Bid including undertakings, letters, certificates, declarations, clarifications, acceptances, guarantees, any amendments to the Bid and such documents related to the Bid, and providing responses and representing us in all the matters before Employer in connection with the Bid for the said NIT till the completion of the bidding process.

I accordingly hereby nominate, constitute and appoint above named …… severally, as my lawful attorney to do all or any of the acts specifically mentioned immediately herein above.

WE do hereby agree and undertake to ratify and confirm whatever the said Attorney shall lawfully do or cause to be done under and by virtue of this power of Attorney and the Acts of Attorney to all intents and purposes are done as if I had done the same on behalf of the Employer if these presents had not been made.

IN WITNESS whereof I, ……... have executed these presents this the ……. day of ……at ……...

EXECUTANT

Signature……...……
Name: .....
Designation…….…….……...

ACCEPTED:
Signature of Attorney...…….
Name: .....…….
Designation…….....……...

Signature of the Attorney Attested
….……
EXECUTANT
Name…….
Designation……..…
Office Seal……

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Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____
Date: _____
JV Member's Name_____
RFB No. and title: _____
Page _____of _____pages

1. Financial data

Type of Financial information in (currency)	**Historic information for previous _____*years,* _____ (amount in currency, currency, exchange rate*, BTN/INR equivalent)**				
	Year 1	Year 2	Year 3	Year4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

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*Refer to ITB 36.1 for the exchange rate

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (BTN/INR equivalent)
1	Line of credit	
2		
3		

2. Financial documents

The Bidder and its parties shall provide copies of financial statements for _____years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

(a) reflect the financial situation of the Bidder or in case of a JV member, and not an affiliated entity (such as parent company or group member).

(b) be independently audited or certified in accordance with local legislation.

(c) be complete, including all notes to the financial statements.

(d) correspond to accounting periods already completed and audited.

☐ Attached are copies of financial statements[12] for the _____years required above; and complying with the requirements

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

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Form FIN – 3.2: Average Annual Turnover

Bidder's Name: _____
Date: _____
JV Member's Name_____
RFB No. and title: _____
Page _____of _____pages

	Annual turnover data		
Year	**Amount Currency**	**Exchange rate**	**BTN/INR equivalent**
[indicate year]	*[insert amount and indicate currency]*		
Average Annual Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

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Form FIN – 3.3: Financial Resources

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

Financial Resources		
No.	**Source of financing**	**Amount (BTN/INR)**
1		
2		
3		

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Form FIN – 3.4: Current Contract Commitments / Works in Progress

Bidders and each member to a JV 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.

No.	Name of Contract	Employer's **Contact Address, Tel, Fax**	**Value of Outstanding Work BTN/INR**	**Estimated Completion Date**	**Average Monthly Invoicing Over Last Six Months [BTN/INR/month)]**
1					
2					
3					
4					
5					

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Form EXP - 4.1: General Construction Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
RFB No. and title: _____
Page _____of _____pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

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Form EXP - 4.2(a): Specific Construction and Contract Management Experience

Bidder's Name: _____
Date: _____
JV Member's Name_____
RFB No. and title: _____
Page _____of _____pages

Similar Contract No.	**Information**			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor or ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			BTN/INR	
If member in a JV or Subcontractor, specify participation in total Contract amount				
Employer's Name:				
Address: Telephone/fax number E-mail:				

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Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

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Form EXP - 4.2(b): Construction Experience in Key Activities

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
Subcontractor's Name[13] (as per ITB 17): _____
RFB No. and title: _____

Page _____of _____pages

All Subcontractors for key activities must complete the information in this form as per ITB 17 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _____

	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor or ☐	Member in JV ☐	Management Contractor ☐	Subcontractor or ☐
Total Contract Amount			BTN/INR	

Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)
Year 1			
Year 2			
Year 3			
Year 4			

[13] If applicable

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	Information
Employer's Name:	
Address: Telephone/fax number E-mail:	

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

2. Activity No. Two
3. ……

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Form EXP - 4.2(c): Specific Experience in Managing E&S and OCHS aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: _____
Date: _____
Bidder's JV Member Name: _____
RFB No. and title: _____
Page _____of _____pages

1. Key Requirement no 1 in accordance with 4.2 (c): Company has accreditations of ISO 14001, 18001 or ISO 45001.

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Subcontractor ☐
Total Contract Amount			BTN/INR	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): Company maintains a corporate ESMS.
3. Key Requirement no 3 in accordance with 4.2 (c): Company has environmental, social, health and safety policies.
4. …

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Form of Bid Security – DD/Bank Guarantee

Beneficiary: _____

Request for Bids No: _____

Date: _____

BID GUARANTEE No.: _____

Guarantor: _____

We have been informed that _____ (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFB").

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

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

(a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or

(b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's Bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, if required, the Environmental and Social (ES) Performance Security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

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

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

_____

[signature(s)]

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Form of Bid-Securing Declaration

Date: _____

RFB No.: _____

Alternative No.: _____

To:

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, or submitting Proposals in any contract with the Employer for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

(a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or

(b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB 49.

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) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder*****_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder******_____

Title of the person signing the Bid_____

Signature of the person named above_____

Date signed _____ day of _____, _____

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

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

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

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Letter of Bid - Financial Part

Date of this Bid submission: [*insert date (as day, month and year) of Bid submission*]
Request for Bid No.: [*insert identification*]
Alternative No.: [*insert identification No if this is a Bid for an alternative*]

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

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

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

(a) **Bid Validity**: Our Bid shall be valid until *[insert day, month and year in accordance with ITB 18.1]*, and it shall remain binding upon us and may be accepted at any time on or before this date;

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

[Option 1, in case of one lot:] Total price is: [*insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies*];

Or

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

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

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

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

(d) **Commissions,** gratuities **and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

Name of Recipient	Address	Reason	Amount

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(If none has been paid or is to be paid, indicate "none.")

Name of the Bidder:*[*insert complete name of the Bidder*]

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

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

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

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

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

**: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules

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Appendix to Financial Part

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Schedule of Cost Indexation

The Schedule of Cost Indexation is provided in Particular Conditions Part B- Special Provisions Sub-Clause 13.7.

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Table: Alternative Bid -NOT APPLICABLE

To be used only with Alternative B Prices directly quoted in the currencies of payment. *(ITB 15.1)*

Summary of currencies of the Bid for _____ *[insert name of Section of the Works]*

Name of currency	*Amounts payable*
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency _____	*[To be entered by the Employer]*

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Bill of Quantities

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A. Preamble

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Particular Conditions, Technical Specifications, ESMP, OHSMF, LMP and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
    a. Price to be inclusive of Withholding Tax Deducted at Source (TDS) and exclusive of the Goods and Services Tax (GST) and Import Duties.
    b. Insurance cost to be considered and quoted based on the provisions under Particular Conditions Part B- Special Provisions Clause 19.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. The method of measurement of completed work for payment shall be in accordance with Bill of Quantities, Metric System.[14]
8. Shall allocate appropriate budget (at least 1% of the cost shall be built up in the item rates) for the implementation of all Environmental and Social (ES) and Occupational Health and Safety (OHS) requirements stipulated under the ESMP, OHSMF, LMP, and other applicable contractual requirements. No separate measurement or payment shall be made for complying with the requirements, and all such costs incurred by the Contractor should be included in the Contractor's Item rates.

[14] The method of measurement should be spelled out precisely in the Preamble to the Bill of Quantities, describing for example the allowances (if any) for timbering in excavation, etc. Many national standard reference guides have been prepared on the subject, and one such guide is the *Standard Method of Measurement* of the U.K. Institution of Civil Engineers.

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B. Work Items

1. The Bill of Quantities have been grouped according to the nature/location of the works.

2. If BDS-ITB 15.1 (a) applies, Bidders shall price the Bill of Quantities in local currency only and shall indicate in the Appendix to Bid the percentage expected for payment in foreign currency or currencies. If BDS-ITB 15.1 (b) applies, Bidders shall price the Bill of Quantities in the applicable currency or currencies.

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Bill of Quantities

Bill of Quantities has been attached as Annexure 4.

Daywork Schedule-NOT APPLICABLE

[Note to the Employer:

(i) A "Daywork Schedule" is commonly found in contracts where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities. The preferred alternative is to value the additional work in accordance with the Conditions of Contract. A Daywork Schedule normally has the disadvantage of not being competitive among bidders, who may therefore load the rates assigned to some or all the items. If a Daywork Schedule is to be included at all in the bidding documents, it is preferable to include nominal quantities against the items most likely to be used, and to carry the sum of the extended amounts forward into the Bid Summary in order to make the basic Schedule of Daywork Rates competitive.

(ii) The total amount assigned to such competitive daywork is normally 3–5 percent of the estimated base Contract Price and is regarded as a Provisional Sum for contingencies to be expended under the direction and at the discretion of the Engineer.]

General

1. Reference should be made to Sub-Clause 13.5 of the General Conditions. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount. Unless otherwise adjusted, payments for daywork shall be subject to price adjustment in accordance with the provisions in the Conditions of Contract.

Daywork Labour

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labour will be reckoned from the time of arrival of the labour at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labour directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

3. The Contractor shall be entitled to payment in respect of the total time that labour is employed on daywork, calculated at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 1. Labour,** together with an additional percentage payment on basic rates representing the Contractor's profit, overheads, etc., as described below:

   (a) The basic rates for labour shall cover all direct costs to the Contractor, including (but not limited to) the amount of wages paid to such labour, transportation time, overtime, subsistence allowances, and any sums paid to or on behalf of such labour for social benefits

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in accordance with Laws of Kingdom of Bhutan. The basic rates will be payable in local currency only.

(b) The additional percentage payment to be quoted by the bidder and applied to costs incurred under (a) above shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labour, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be made in the following currency proportions:

(i) foreign: ____ percent (to be stated by bidder).[15]

(ii) local: _____ percent (to be stated by bidder).

*[**Note to the Employer**:*

This method of indicating profit and overheads separately facilitates the addition of further items of daywork, if needed, the basic costs of which can then be checked more easily. An alternative is to make Daywork rates all-inclusive of the Contractor's overhead and profit, etc., in which case this paragraph and the relevant Daywork Schedule should be modified accordingly.]

Daywork Materials

4. The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labour costs as detailed heretofore), at the basic rates entered by the Contractor in the **Schedule of Daywork Rates: 2. Materials,** together with an additional percentage payment on the basic rates to cover overhead charges and profit, as follows:

(a) the basic rates for materials shall be calculated on the basis of the invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The basic rates shall be stated in local currency, but payment will be made in the currency or currencies expended upon presentation of supporting documentation.

(b) the additional percentage payment shall be quoted by the bidder and applied to the equivalent local currency payments made under (a) above. Payments under this item will be made in the following currency proportions:

[15] The bidder shall state the percentage in a common foreign currency equivalent required for payment and the exchange rates and official sources used.

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(i) foreign: ____ percent (to be stated by the bidder);[16]
(ii) local: _____ percent (to be stated by the bidder);

(c) the cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labour and Construction in this schedule.

Daywork Contractor's Equipment

5. The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by the Contractor in the **Schedule of Daywork Rates: 3. Contractor's Equipment.** Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. [***Note to the Employer***: *This is an example of wording to include overhead and profit, etc., in the daywork rates. A separate percentage addition could be used as for labour and materials*.] The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labour. *[**Note to the Employer**: An alternative, sometimes adopted for administrative convenience, is to include the cost of drivers, operators, and assistants in the basic rates for Contractor's Equipment. The last sentence of this paragraph 5 should then be modified accordingly.]*

6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the travelling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.

7. The basic rental rates for Contractor's Equipment employed on daywork shall be stated in local currency, but payments to the Contractor will be made in currency proportions, as follows:

(a) foreign: _____ percent (to be stated by the bidder).[17]

(b) local: _____ percent (to be stated by the bidder).

[16] The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

[17] The bidder shall state the percentage in a single foreign currency equivalent and the exchange rates and official sources used.

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Schedule of Daywork Rates: 1. Labour

Item no.	*Description*	*Unit*	*Nominal quantity*	*Rate*	*Extended amount*
				Subtotal	
D122	Allow percent[a] of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 3 (b) above.				

Total for Daywork: Labour _____

(carried forward to Daywork Summary, p. ___)

a. To be entered by the Bidder.

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Schedule of Daywork Rates: 2. Materials

Item no.	*Description*	*Unit*	*Nominal quantity*	*Rate*	*Extended amount*
				Subtotal	
	Allow percent[a] of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 4 (b) above.				
				Total for Daywork: Materials _____ (carried forward to Daywork Summary, p. ___)	

a. To be entered by the Bidder.

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Schedule of Daywork Rates: 3. Contractor's Equipment

Item no.	*Description*	*Nominal quantity (hours)*	*Basic hourly rental rate*	*Extended amount*
	Allow _ percent[a] of Subtotal for Contractor's overhead, profit, etc., in accordance with paragraph 5 above.			
			Total for Daywork: Contractor's Equipment _____ (carried forward to Daywork Summary, p. ___)	

a. To be entered by the Bidder.

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Daywork Summary

	Amount ***(BTN)***	*% Foreign*
1. Total for Daywork: Labour		
2. Total for Daywork: Materials		
3. Total for Daywork: Contractor's Equipment		
Total for Daywork (Provisional Sum) (carried forward to Bid Summary, p. __)	_____	_____

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Summary of Specified Provisional Sums in the Bill of Quantities- NOT APPLICABLE

Bill no.	*Item no.*	*Description*	*Amount*
1			
2			
3			
4			

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Grand Summary

Contract Name:

Contract No.:

General Summary	*Page*	*Amount*
Bill No. 1:		
Bill No. 2:		
Bill No. 3:		
—etc.—		
Subtotal of Bills	*(A)*	
*Total for Daywork (Provisional Sum) **	*(B)*	
Specified Provisional Sums not included in subtotal of bills[ii]	*(C)*	*[sum]*
Total of Bills Plus Provisional Sums (A + B + C)[i]	*(D)*	
Add Provisional Sum for Contingency Allowance (if any)[ii]	*(E)*	*[sum]*
Bid Price (D + E) (Carried forward to Letter of Bid)	*(F)*	

i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with Sub-Clauses 13.4 and 13.5 of the General Conditions except with respect to DAAB Fees and Expenses for which Sub-Clause 13.4 of the Particular Conditions – Part B shall apply.

ii) To be entered by the Employer.

* For evaluation purposes, Provisional Sum, other than Daywork will be excluded

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Section V - Eligible Countries

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

Under ITB 4.8 (a) and 5.1: None

Under ITB 4.8 (b) and 5.1: None

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Section VI - Fraud and Corruption (World Bank)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service

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providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Banks Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[18] (ii) to be a nominated[19] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers: and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[20] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

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Integrity Pact (Royal Government of Bhutan)

1. General

Whereas Darjay Wangdi, Head, Contracts and Procurement Division, Dorjilung Hydro Power Limited representing the Employer one part, and *[insert name of Bidder or his/her authorized representative, with power of attorney*] representing M/s *[insert name of firm],* hereafter referred to as the "Bidder" on the other part hereby execute this agreement as follows:

2. Objectives

Whereas, the Employer and the Bidder agree to enter into this agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption or deceptive practice by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into, with a view to:

2.1. Enable the Employer to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

2.2. Enable Bidders to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors shall also refrain from bribing and other corrupt practices and the Employer shall commit to prevent corruption, in any form by their officials by following transparent procedures.

3. Commitments of the Employer

The Employer commits itself to the following:

3.1. The Employer hereby under takes that no official of the Employer, connected directly or indirectly with the Contract, shall demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the Contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

3.2. The Employer further confirms that its officials have not favored any prospective Bidder in any form that could afford an undue advantage to that particular Bidder during the tendering stage, and shall further treat all Bidders alike.

3.3. All the officials of the Employer shall report to the Chief Executive Officer, Employer, any attempted/completed violation of clauses 3.1 and 3.2.

3.4. Following report on violation of clauses 3.1 and 3.2 by official (s), through any source, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer and such a person shall be debarred from further dealings related to the Contract process. In such a case while an enquiry is being conducted by the Employer the proceedings under the Contract would not be stalled.

4. Commitments of Bidders

The Bidder commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or

post-contract stage in order to secure the Contract or in furtherance to secure it and in particular commits himself to the following:

4.1. The Bidder shall not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, commission, fees, brokerage, any materials or immaterial benefit to any official of the Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

4.2. The Bidder further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, commission, fees, brokerage, any material or immaterial benefit to any official of the Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other contract with the Employer for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other contract with the Employer.

4.3. The Bidder shall not collude with other parties interested in the contract to preclude the competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.4. The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Employer of their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The Bidder shall not enter into any monetary dealings or transaction, directly, with any tender committee member, and if he does so, the Employer shall be entitled forthwith to rescind the Contract and all other contracts with the Bidder.

5. Sanctions for Violation

The breach of any aforesaid provisions or providing false information by employers, including manipulation of information by evaluators, shall face administrative charges and penal actions as per the existing relevant rules and laws.

The breach of the Pact or providing false information by the Bidder, or any one employed by him, or acting on his behalf (whether with or without the knowledge of the Bidder), or the commission of any offence by the Bidder, or any one, employed by him, or acting on his behalf, shall be dealt with as per the provisions of the Penal Code of Bhutan, 2004, and the Anti – Corruption Act, 2006.

In the event of a breach, the Employer shall also take all or any one of the following actions, wherever required:

5.1. Immediately call off the pre-contract negotiations without giving any compensation to the Bidder. However, the proceedings with the other Bidder(s) would continue.

5.2. Immediately cancel the contract, if already awarded/signed, without giving any compensation to the Bidder.

5.3. Forfeit the Earnest Money/security deposited with the Employer.

5.4. Recover all sums already paid to the Bidder.

5.5. Encash the advance bank guarantee and performance bond /warranty bond, if furnished by the Bidder, in order to recover the payments, already made by the Employer, along with interest.

5.6. Cancel all or any other Contracts with the Bidder.

5.7. Debar the Bidder from entering into any bid from the Employer as per the Debarment Rule.

6. Examination of Books of Accounts

6.1. In case of any allegation of violation of any provisions of this integrity pact or payment of commission, the Employer/authorized persons or relevant agencies shall be entitled to examine the Books of Accounts of the Bidder and the Bidder shall provide necessary information of the relevant financial documents and shall extend all possible help for the purpose of such examination.

7. Monitoring and Arbitration

7.1. The Employer shall be responsible for monitoring and arbitration of IP as per the procurement rules.

8. Legal Actions

8.1. The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceeding as.

9. Validity

9.1. The validity of this integrity pact shall cover the tender process and extend until the completion of the contract to the satisfaction of both the employer and the Bidder.

9.2. Should one or any provision of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties shall strive to come to an agreement to their original intentions.

We, hereby declare that we have read and understood the clauses of this agreement and shall abide by it. Further, the information provided in this agreement is true and correct to the best of our knowledge and belief.

The parties here by sign this Integrity pact at (*name and location of place*) on (*dd/mm/yy*).

(affix legal stamp) (affix legal stamp)

…….. …….

EMPLOYER BIDDER

Witness

1 ……. 1……

Part 2- Works' Requirements

Section VII- Works' Requirements

Scope of Work

T The DCP-II Packages includes Construction of Head Race Tunnel (11,413 m) from Chainage 2,485m to 13,898m, including Construction Adit-2, Adit-3, 559 m remaining length of Adit-4 & Adit-5 and Hydro-Mechanical Gates. The major sub-components under DCP-II are as follows:

- 11 m dia. Horse-shoe shaped HRT (Face-III to X) of length=11,413 m
- 7 m dia. D-shaped Adit-2 of length=859.21 m
- 7 m dia. D-shaped Adit-3 of length=827.58 m
- 7 m dia. D-shaped Adit-4 of length= 558.86 m
- 7 m dia. D-shaped Adit-5 of length= 782.45 m
- One number Adit-3 Hinged Gate of size 2.2 m (w) x 2.2 m (h)

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Information for Bidders

1. General Description of Dorjilung Hydroelectric Power Project

The Dorjilung Hydroelectric Power Project is a run - of - river scheme and is conceived to be developed along Kurichhu located in Mongar Dzongkhag with about 8,782 km2 of catchment area at the dam site. With the reservoir fetch of 6.80 km, the submergence area falls partly in Lhuentse Dzongkhag. The dam site is located just upstream of Rewan village, and about 7.00 km downstream of Autsho town at an elevation of about 768 masl. The Dorjilung Hydropower Project will utilize a gross head of 306 m and discharge of 451 m3/s over about 15 km long Head Race Tunnel (HRT) from Rewan to Kurizam, near the confluence of Shongarchhu, in Mongar Dzongkhag with power potential of 1,125 MW.

There are six intermediate Adits to facilitate the construction of HRT. The Powerhouse is located downstream of Kurizam on the right bank of Kurichhu and the Tail Race Tunnel (TRT) outfall is at an elevation of 544 masl which is about 3.50 km upstream of the existing dam of 60 MW Hydropower Plant (KHP) near the confluence of the Kurichhu and Shongarchhu.

Dorjilung Hydro Power Limited (DHPL) targets completion of the Project by year 2031. The General Project Layout Infrastructure Plan (Annexure 5.1) showing access roads, muck disposal yard, quarries, CCFs, Magazines, stockyard and other facilities.

2. Implementation of the Project and Contract Package

The Dorjilung Hydroelectric Power Project is being implemented by DHPL which is a SPV body having representatives from DGPC and TATA Power Company. The civil and hydro-mechanical works of the project will be executed under Open Competitive Biddings from the Contractors of India and Bhutan by splitting the project works into the following contract packages.

Package-I (DCP-I): Construction of Dam, Coffer Dams, Intake Structures, Plunge Pool, Feeder Tunnels, HRT from Chainage 129 m to 2,485 m, including Construction Adit-I, Connection tunnel to Dam Top and associated Hydro-Mechanical Works.

Package-II (DCP-II): The Construction of Head Race Tunnel (11,413 m) from Chainage 2,485m to 13,898m, including Construction Adit-2, Adit-3, 559 m remaining length of Adit-4 & Adit-5 and Hydro-Mechanical Gates.

Package-III (DCP-III): The Construction of HRT (1,207m) from RD 13,898 m to 15,105 m including Construction Adit-6, Surge Shaft, Butterfly Valve Chamber, Pressure Shafts, Powerhouse Complex, Tail Race Tunnel and Hydro-Mechanical Works.

3. Description of Project Components

3.1. Dam and Diversion During Construction

The project consists of a concrete gravity dam of maximum height of 139.5 m from the deepest foundation level and a crest length of 241 m with FRL at 850 m and is located at about 1.0 km

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upstream of Rewan village. For the construction of the concrete gravity dam, Kurichhu will be diverted through two diversion tunnels (DT) having length of 930 m and 821 m along the left bank to handle the discharge of 2,671 m3/s. The sluice spillway located in the dam body is designed to safely discharge a design flood of 16,225 m3/s downstream of the dam and check flood of 20,123 m3/s. The spillway with its crest at El 795 m has six sluices with radial gates of 9 m x 15.1 m size whereas the auxiliary spillway with crest at El 844.5 m has one opening of 5.0 m x 4.0 m size. The energy dissipation arrangement envisaged is of trajectory bucket type with plunge pool.

The upstream cofferdam (30 m high) will be random filled material of impervious core with geo-membrane and RCC cladding at d/s face with diaphragm Cut-Off having top El 803.5 m fixed at 178 m upstream of the dam axis. The top width of the cofferdam is 12 m.

The downstream cofferdam (10 m high) will be Random filled material with an impervious core with geo-membrane at d/s face and diaphragm Cut-Off located at 345 m downstream of the dam axis.

3.2. Power Intake

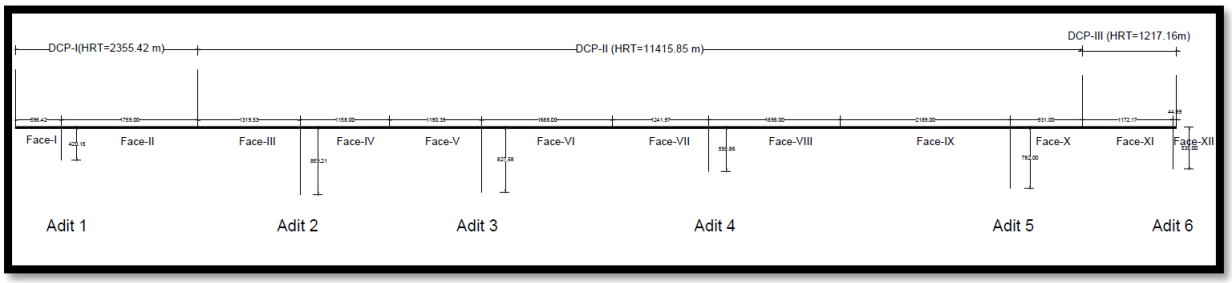
The power intake invert level is fixed at El 821.0 m and it will divert 451 m3/s to the water conductor system. It is located on the right bank of Kurichhu at 50 m upstream of the dam.

3.3. Feeder Tunnels

Two numbers of 8 m diameter finished horseshoe-shaped feeder tunnels combine to join the Head Race Tunnel.

3.4. Head Race Tunnel (HRT)

Head Race Tunnel will be circular shaped 11 m diameter of total length of 14,974 m at the right bank of Kurichhu for conveying 451 m3/s of design discharge after feeder tunnel down to the surge shaft bottom.



3.5. Surge shaft

A 26 m diameter and 135 m high open to sky surge shaft with its top at El. 910 masl and bottom at El. 775 masl is located on the hill slope on the right bank of Kurichhu near Kurizam.

3.6. Pressure Shafts

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Three nos of 5.50 m diameter steel lined horizontal pressure shafts emerge out of the surge shaft to convey the water to three vertical pressure shafts of same dimension which again become horizontal and runs for some distance before each bifurcates into two units pressure shaft of 3.80 m diameter and thus feed six units. The pressure shaft is initially aligned in 045°-225° direction for a length of about 51 m then it turns towards 095°. After about 36.2 m the pressure shaft drops vertically to El. 553 masl and is disposed horizontally at this elevation for a length of about 53 m where each horizontal shaft splits into two units pressure shafts.

3.7. Powerhouse

An underground powerhouse with an installed capacity of 1,125 MW (6 units of 187.5 MW each) measuring 210 m (L) x 23 m (W) x 60.5 m (H), a transformer cavern of 190 m (L) x 16.4m (W) x 31.25m (H) dimension located in the right bank hill of the Kurichhu near confluence of Kurichhu and Shongarchhu.

One Main Access Tunnel (MAT), 332.0 m long will reach the underground powerhouse cavern from the surface which cuts through to connect the transformer hall with GIS, and has a length of about 180 m.The MAT is aligned in reverse slope from portal (El. 575 masl) towards powerhouse cavern.

There will be two numbers of pre-support tunnels at El.598 masl above the crown of the machine hall of D-Shaped (6.5m x 6m) for pre-consolidation of crown of powerhouse cavern.

3.8. Waterways Downstream of Units (Tail Race Tunnel)

The tail water from underground powerhouse will be discharged through six draft tube tunnels, one for each of the generating units up to unit TRT of dimension 4.7 m (W) x 4.9 m (H) which will combine to form two TRT-1 and TRT-2, horseshoe shaped and 8 m diameter tailrace tunnels of 350 m and 360 m length respectively up to outlet portal at invert elevation El. 541 masl. TRT-1 is aligned in 275º-095º direction for its entire length. TRT-2, however, in most of its length is aligned in 275º-095º with its initial part being aligned in 285º-105º direction.

The tail race tunnel will discharge water back to Kurichhu through two 350 m and 360 m long tail race tunnels with tail race outfall at El. 541 masl.

3.9. Pothead Yard

A 30 m x 145 m surface Pothead yard area is proposed at El. 568.0 m, just near the portal face of the Cable Access Tunnel. The area accommodates a 400kV Pot Head Yard, DG sets and control room. For the evacuation of the power beyond the Pothead Yard, there will be Four (4) outgoing overhead transmission lines.The cables from the Transformer Cavern will connect to Pothead yard through a 7 m D-shaped Cable Access Tunnel.

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4. Salient Features

The principal dimensions and characteristics of the civil structures and equipment of the Dorjilung Hydroelectric Power Project are presented in the following table:

A. General		
Location		
Type of Project	:	ROR scheme with diurnal peaking
Country	:	Bhutan
District/Dzongkhag	:	Mongar (Back flow extends 5.4 km into Lhuentse Dzongkhag)
River	:	Kurichhu
Nearest town	:	Monggar
Nearest town in India	:	Rangia/Pathsala, Assam
Nearest village (dam site)	:	Rewan (~36 km upstream of 60 MW Kurichhu Hydropower Plant)
Nearest village (powerhouse site)	:	Lingmethang (~10 km upstream of 60 MW Kurichhu Hydropower Plant)
Location of dam site	:	Latitude 27°23'32.24" N Longitude 91°11'51.67" E
Location of powerhouse	:	Latitude 27°15'46.22" N Longitude 91°11'14.82" E
Earthquake zone no.	:	V
Nearest domestic airport	:	Yonphula, Bhutan
Nearest international airport	:	Paro, Bhutan (486 km) Guwahati, Assam, India (240 km via Nganglam)
Nearest rail head (broad gauge)	:	Pathsala, Assam, India
B. Hydrology		
Catchment area at dam site	:	8,782 km^2
Catchment area (outside border)	:	5,813 km^2 (~66%)
Catchment area (rainfed)	:	6,072 km^2
Catchment area (snow-fed)	:	2,710 km^2
Average low flow	:	59.22 m^3/s
Average annual inflow	:	8,895.38 million m^3
E-flow	:	6 m^3/s
PMF	:	11,885 m^3/s
GLOF	:	4,340 m^3/s (end-moraine) 20,123 m^3/s (supra-glacial)
Diversion flood	:	2,671 m^3/s
C. Civil & HM Works		
Reservoir		
Full Reservoir Level (FRL)	:	El. 850.0 m
Minimum Draw Down Level (MDDL)	:	El. 840.0 m
Live storage	:	12.62 million m^3
Gross storage (FRL)	:	44.17 million m^3
Reservoir area (MDDL)	:	111 Ha

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Free board (m)	:	3 m
Submergence area FRL	:	145.82 Ha (Mongar-70.18 Ha & Lhuentse-75.64 Ha)
Length of reservoir (FRL)	:	6.80 km
Diversion Tunnel	:	
Number	:	2 nos. (DT-I & DT-II on left bank)
Diameter & shape	:	11 m finished dia. circular shaped
Length	:	DT-I (930 m), DT-II (821 m)
Diversion discharge	:	2,671 m^3/s
Type of gate	:	Vertical lift fixed wheel type
Number of openings	:	4 nos. (two openings in each tunnel)
Number of gates	:	4 nos.
Size of opening (W x H)	:	5.5 m x 11.0 m
Operating condition	:	Closing and opening under unbalanced head condition
Coffer Dams		
Upstream Coffer Dam		Random fill material with impervious core with geo-membrane and RCC cladding at d/s face with diaphragm Cut-Off
Location of U/s Coffer Dam	:	178 m u/s of Dam Axis
Top Level:	:	El. 803.5 m
Height above River Bed Level	:	30 m
Downstream Coffer Dam	:	Random fill material with impervious core with geo-membrane at d/s face and diaphragm Cut-Off
Location of D/s Coffer Dam:	:	345 m downstream of the dam axis
Top Level:	:	El.770.40 .m
Height above River Bed Level		15 m
Main Dam		
Type	:	Concrete gravity (RCC & CVC)
Dam top	:	El. 853.0 m
River bed level at dam site	:	El. 768.0 m
Deepest foundation level	:	El. 713.50 m
Max. dam height (above deepest foundation level)	:	139.50 m
Dam height (above river bed level/below river bed level	:	85.0 m/54.50 m
Length of dam at top	:	241.0 m
Top width	:	15.45 m
Overflow spillway width at deepest foundation level	:	183.80 m
Spillway		
Main Spillway Type	:	Sluice spillway
Auxiliary spillway Type	:	Chute spillway
Design flood	:	16,225 m3/s (PMF + end moraine glacial lake)
Check flood		20,123 m3/s (supra glacial lake)
Crest elevation (low level sluice spillway)	:	El. 795.0 m

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Crest elevation (auxiliary spillway-upper level)	:	El. 844.50 m
Number & size of spillway opening		
a) Sluice spillway	:	6 nos. of each 9.0 m (w) x 15.10 m (h)
b) Upper level	:	1 no. (5.0 m wide)
Energy dissipator	:	Trajectory bucket type with pre-formed plunge pool

Gate Details

Radial Gates	:	6 nos, 9.00 m (w) x 15.10 m (h)
Type of Hoist	:	Hydraulic hoists system
Operating conditions	:	Opening and closing under unbalanced head conditions
Spillway Stoplog	:	1 set Fixed wheel type, 7 nos., 9.0 m (w) x 21.50 m (h)
Type of Hoist	:	Gantry crane using a lifting beam
Operating condition	:	Opening & closing under balanced head conditions
Auxiliary Spillway Gate	:	1 no. Vertical lift fixed wheel type, 5.0 m (w) x 5.5 m (h)
Type of hoist	:	Common gantry crane operating spillway stoplog units
Operating conditions	:	Operated under unbalanced head condition
Power Intake & Feeder Tunnels		
Number of feeder tunnels, location a	:	2 nos., right bank & concrete lined
Shape & size of tunnel	:	8.0 m diameter (horseshoe shaped)
Length of feeder tunnels	:	Each tunnel 94.0 m
Intake invert elevation	:	El. 821.0 m
Discharge capacity of feeder tunnels	:	225.61 m3/s
Trash rack for Power Intake	:	8 nos., 6.10 m (w) x 35.52 m (h), inclination at 80 degrees with horizontal

Intake Gate Details

Intake Gates	:	2 nos., 6.8 m (w) x 8.0 m (h), Vertical lift fixed wheel type
Type of Hoist	:	Hydraulic hoists system
Operating conditions	:	Closing under unbalanced head condition and opening under balanced head condition created by crack opening
Bulkhead Gates	:	2 nos.,6.8 m (w) x 8.0 m (h), Slide type
Type of Hoist	:	Electrically operated rope drum hoist
Operating conditions	:	Raising & lowering will be done under balanced head condition

Head Race Tunnel

Number & type	:	1 no., Concrete lined
Size & shape	:	11.0 m diameter circular finished, Excavation Horseshoe-Shaped
Design discharge	:	451 m^3/s
Length	:	14,974.0 m (feeder tunnel junction to surge shaft junction)
Slope	:	1 in 327.15
No. of construction adits	:	6 nos.
Length of Adit-1	:	420.15 m
Length of Adit-2	:	859.21 m
Length of Adit-3	:	827.58 m

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Length of Adit-4	:	1,273.86 m
Length of Adit-5	:	782.45 m
Length of Adit-6	:	535.10 m
Invert level at 0 RD	:	El. 820.73 m
Invert level at junction with surge shaft	:	El. 775 m
Adit Gates	:	3 nos., 2.2 m (w) x 2.2 m (h), Hinged type
Type of hoist	:	Manual operation
Operating conditions	:	Opening & closing under empty water condition
Surge Shaft		
Type	:	1 no. Restricted orifice (open to sky), 26 m dia. circular (finished), concrete lined
Orifice size	:	4.1 m dia.
Vertical shaft height	:	135 m (surge shaft top to invert of HRT)
Top of surge shaft	:	El. 910 m
Max upsurge level	:	El. 905 m
Min. down surge level	:	El. 807 m
Surge Shaft Gates	:	3 nos.,4.5 m (w) x 4.5 m (h), Fixed wheel type
Type of hoist	:	Individual rope drum hoist
Operating conditions	:	Balanced head condition
Valve Chamber	:	3 nos., 116.0 m (l) x 8.0 m (w) x 24.0 m (h) & 5.5 m dia of Butterfly valve, underground
Pressure Shaft	:	3 nos. ,5.5 m (finished), PS-1 & PS-3 (332.8 m) and PS-2 (313.50 m)
Type of steel & thickness	:	ASTM-517 Grade-F, thickness varies from 17mm to 33 mm.
Design discharge per pressure shaft	:	150.33 m3/s
Penstock Erection Chamber	:	Modified D-shaped, 13.50 m (l) x 8.0 m (w) x 10.0m (h), Underground
Penstock	:	6 nos. & 3.8 m, Circular & steel lined
Design Discharge (each)	:	75.17 m3/s
Main Access Tunnel	:	356.29 m long, 8 m diameter D-Shaped
Cable Access Tunnel	:	400.35 m long (1 No), 7 m diameter, D-Shaped
Main Inlet Valve	:	6 nos., Spherical
BUS Duck	:	6 nos., 6.0 m (w) x 6.0 m (h), D-shaped
Powerhouse Complex		
Location & type	:	Right bank of Kurichhu (~2.5 km downstream of Kurizam)), Underground
Normal tail water level (all units running at full load)	:	El. 544.0 m
Turbine axis elevation	:	El. 533.70 m
Turbine floor Level	:	El. 536.50 m
Generator floor Level	:	El. 541.50 m
Service bay Level	:	El. 554.0 m
Generating Units (installed capacity)	:	6 x 187.50 MW (1125 MW)

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Size	:	210.0 m (l) x 23.0 m (w) x 60.5 m (h)
Design discharge per unit	:	75.17 m^3/s
Rock ledge between PH & TH caverns	:	60 m
Max head	:	306 m
Min head	:	296 m
Weighted average gross head	:	300.45 m
Head losses	:	24.40 m
Design head	:	276.05 m
Draft Tube Gates	:	6 nos. Slide type with leaf spring Draft Tube Gates size 4.7 m (w) x 4.4 m (h)
Tail Race Tunnel	:	2 nos., Horse-shoe shaped, 8.0 m diameter, 350.0 m & 360.0 m, 1 in 16.8 & 1 in 16.34
TRT Gates	:	2 numbers, Fixed wheel type TRT gate 8(w)x6.7(h) m.
Pothead Yard	:	30 m x 145 m surface Pothead yard
Power Generation		
Design Energy	:	4,504 GWh
Firm Power	:	153 MW
Annual plant load factor	:	45.70%
Lean period LF	:	15%
Diurnal peaking duration	:	3 – 8 hours
Land Requirements & PAF		
Total land requirement by the project:	:	918.31 acres
State reserved forest:	:	900.08 acres
Private land:	:	18.23 acres private land and 0.66 acres of institutional land

5. Project Location and Accessibility

5.1. Road Transport Facilities from Indo-Bhutan Border to Project Site

The project location can be accessed through four alternative routes from Indo-Bhutan border towns as provided below:

Route-I (164.45 Km): Pathsala (Assam) - Nganglam - Gyelposhing, Monggar
Route-II (422 Km): Guwahati/Rangia (Assam) – Samdrup Jongkhar - Trashigang - Monggar
Route-III (533 Km): Bongaigaon (Assam) – Gelephu – Tingtibi - Trongsa - Bumthang - Monggar
Route-IV (645 Km): Hasimara (West Bengal) – Phuentsholing – Semtokha – Wangdephodrang - Trongsa -Bumthang - Monggar.

The Technical Specifications of the in-country road is as per the Road classification and Network Information of Bhutan 2025 published by the Department of Infrastructure Development, Ministry of Infrastructure and Transport, RGoB.

Specifications of Primary National Highway

SN	Specification	Details

Contracts & Procurement Division, Dorjiung Hydro Power Project

1	Formation Width	8.5 m
2	Carriage way Width	5.5 m
3	Shoulder Width on each side	1.5 m
4	Parapets	1.6 m with shoulder
5	Drains	1.0 m
6	Load Classifications IRC class	40 R (wheeled/Tracked)
7	Pavement	Flexible

Specification of Secondary National Highway

SN	Specification	Details
1	Formation Width	8.5 m
2	Carriage way Width	5.5 m
3	Shoulder Width on each side	1.5 m
4	Parapets	1.6 m with shoulder
5	Drains	1.0 m
6	Load Classifications IRC class	40 R (wheeled/Tracked)
7	Pavement	Flexible

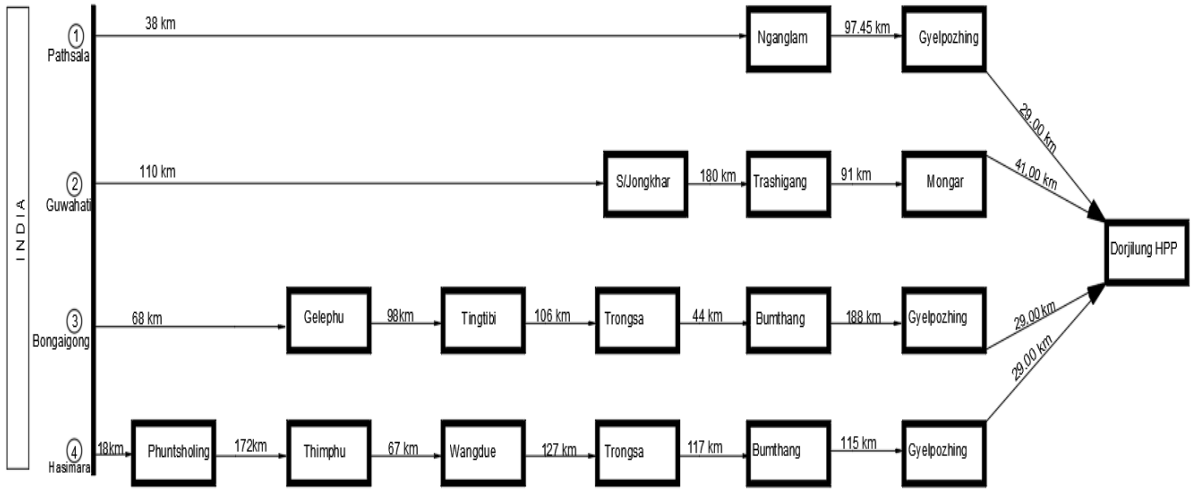

Figure-1: Road Network Alternatives to Project Sites

Route-I was found to be the shortest and cost effective amongst all. It is therefore proposed that Route – I be considered as the main route to be used during the construction stage of Dorjilung HPP to access project sites from India for transporting construction materials and for commuting of project and contractors' personnel.

Route-II is a double lane highway suitable for transportation of heavy consignments of the project such as electro-mechanical equipment, transformers, etc. Nonetheless, the other routes can be used as alternatives during the project execution.

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The contractor should check the road dimensions, bridge capacity, etc of the selected routes for planning of material transportation and pricing of the Bids as part of their site visits.

5.2. Airport Facilities

The Paro airport is the only International Airport in the country and it is at a distance of about 486 km from the project site. Paro is connected to Bangkok, Thailand; Dhaka, Bangladesh; Kathmandu, Nepal; Singapore and Indian cities of New Delhi, Kolkata, Mumbai, Bagdogra, Gaya and Guwahati.

Two domestic airports are in Yonphula, Trashigang in the east and Bathpalathang, Bumthang in the Central are operational. The distances of these Domestic airports to the Dam site at Rewan are given in Table below:

SN	Name of Domestic Airport	Approx. distance (km)	Remarks
1	Yonphula Domestic Airport	150.00	
2	Bathpalathang Domestic Airport	200.00	

The nearest International Airport in the border town in India is LGB International Airport at Guwahati, Assam and its distance to the nearest border town in the southeastern region of the country is as provided in Table below:

SN	Name of Domestic Airport	Approx. distance (Km)	Remarks
1	Samdrup Jongkhar	110.00	Route – II mentioned above
2	Pathsala	105.00	Route – I mentioned above
3	Bongaigoan, Assam	167.00	Route – III mentioned above

5.3. Rail Head Facilities

The nearest railway station is at Pathsala located in Assam, India. Pathsala is at a distance of 38 km from Nganglam border town and it's at a total road distance of about 135 km from Power House site and about 164 km from Dam site at Rewan. This is the shortest and the nearest railhead for the project and it's recommended for use during Project Construction.

6. Construction Facilities

The main construction facilities required for the Project are divided into following main components:

6.1. Internal Access Roads & Bridges within Project Location
6.2. Land for Contractor's Construction Facilities & Establishment
6.3. Location of Quarries & Source of Clay
6.4. Muck Disposal Areas
6.5. Existing Health & Educational Facilities
6.6. Workshops
6.7. Explosive Magazines
6.8. Construction Power
6.9. Source of Water Supply

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6.1. Internal Access Roads & Bridges within Project Location

The term 'Project Road', 'approach road' and 'access road' referred to in this document are synonyms and shall mean 'Access Road'. The Technical Specifications of the internal access roads & bridges constructed within Project Location by employer is as detailed below and the same shall be handed over by the Employer to the Contractor:

SN	Particulars	Specification
1	Gradient	Ruling: 1 in 16 Limiting: 1 in 12 Exception: 1 in 7.5
2	Rise / Fall	Not more than 10 m in 100
3	Super elevation	Not more than 1 in 10
4	Radius	Not less than 20 m
5	Sight distance	Minimum 60 m
6	Passing places	3 Nos. per Km
7	Pavement	Granular Sub Base (GSB)
8	Extra width	on curve of 20m radius, 0.9m on curve of 21m to 60m radius 0.6m

6.1.1. Permanent Internal Access Roads

The following available permanent access roads shall be used by the Contractor to access various Project components and work fronts. The temporary internal access to various facilities other than specified below in the table shall be constructed & maintained by the Contractor at their own cost.

Sl No.	Distance		Route I: Via. R/Bank (On Connection b/w Adit-3 & 4)	Route II: Via. Gangola (Left Bank of K/Chhu)	Remarks
	From	To			
1	Kurizampa	Adit-2	17.00	29.72	via. bridge-2 & Gangola for route-II
2	Kurizampa	Adit-3	11.53	25.97	via. bridge-2 & Gangola for route-II
3	Kurizampa	Adit-4	6.10	NA	
4	Kurizampa	Adit-5	2.80	NA	
5	Bridge-1 take off point (SNH at Rewan)	Adit 2	7.10	NA	Approach from U/s

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Any other internal access road lengths required by the Contractor can be determined from the above overall internal access road information. The connection road between Adit-3 & Adit-4 is expected to be completed within the first one year of award of the main package works and the Contractors are expected to accordingly factor it in pricing of their Bids.

All roads are to be kept clear at all times for free traffic and shall also be used by the other commuters for DHPP works.

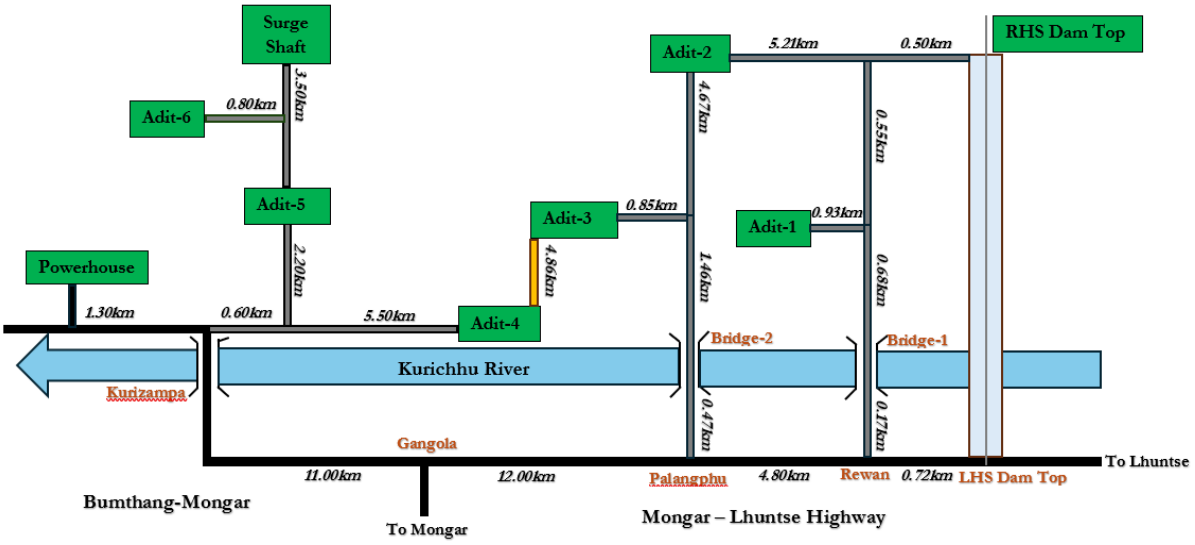

Figure -2: Schematic Diagram Showing Accessibility of Project Sites

6.1.2. Temporary Access Roads

The access roads other than provided by employers as permanent roads or constructed on approval of the Employer as permanent roads, the roads shall be considered as temporary roads which shall be constructed and maintained at their own cost by the Contractor.

6.1.3. Bridges within Internal Access Roads

In order to enhance the accessibility of the Project construction, following bridges have been constructed by the Employer and it shall be the responsibility of the Contractor to use the bridge within the safe load carrying capacity and Repair & Maintenance shall be the responsibility of the contractor during the project period. The details of the bridges are shown in the table below:

SN	Bridge Name	Location	Type & Capacity
1	Bridge-1	Rewan (D/s of Coffer Dam)	Single Lane Modular Bridge (40R-180ft)
2	Bridge –2	Palangphu (D/s of suspension bridge)	Single Lane Modular Bridge (40R-190ft)

6.2. Land for Contractor's Construction Facilities & Establishment

6.2.1. Lands

The land required for the Contractor's Construction Facilities (CCF) like establishment of construction infrastructures, temporary quarters for staff & labour, field offices, workshop, stores/material stock piling yards, Magazine, assembling yard, parking spaces, fabrication yard, setting up of crushing and aggregate processing plant, batching and mixing plant, etc. will be made available by the employer free of charge as detailed below:

Sl No.	Designation	Location	Area (acres)	Remarks
A	**Construction Facilities**			
1	CCF3	Near Adit-2 Portal at R/B of Kurichhu	8.059	To be shared with Employer
2	CCF4	Near Adit-3 at R/B of Kurichhu	5.186	
3	CCF5	In front of Adit-4 Portal at R/B of Kurichhu	9.182	
B	**Site Office**			
1	Site office	Near Adit-2 portal at at R/B of Kurichhu	4.706	
C	**Stock Yard**			
1	Stock Yard 2	Near Adit-2 Portal at at R/B of Kurichhu	5.081	
D	**Batching Plant**			
1	BP 2	Near Adit-2 Portal at at R/B of Kurichhu	4.424	To set up with APP -2
2	BP 3	Enroute to Adit-3 from Bridge-No. 2 at R/B of Kurichhu	2.042	
3	BP 4	b/w Kurichhu Bridge and Adit 4 at R/B of Kurichhu	2.850	
E	**Aggregate Processing Plant**			
1	APP-2	Near Adit-2 Portal at R/B of Kurichhu	4.424	To set up with BP 2
F	**Explosive Magazine**			
1	EX 2	Near Adit-2 at R/B of Kurichhu	0.569	
2	EX 3	Near Adit-3 at R/B of Kurichhu	0.569	
3	EX 4	b/w Kurichhu Bridge and Adit-4 at R/B of Kurichhu	0.569	
G	**Dumping Yard**			

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Sl No.	Designation	Location	Area (acres)	Remarks
1	MD 4	b/w Adit-2 & Adit-3 at R/B of Kurichhu	6.173	
2	MD 5	b/w Adit-2 & 3 at R/B of Kurichhu	5.069	
3	MD 6	Near Adit-3 portal at R/B of Kurichhu	15.114	
4	MD 7	Between Adit-3 & Adit-4 at R/B of Kurichhu	16.903	
5	MD 13	Near Portal of Adit-5at R/B of Kurichhu	3.75	To be shared with DCP-III and used for setting up of a Batching Plant at a later stage.
H	**Other Area**			
1	Quarry-1	Gumbrang Quarry, U/s of Dam, L/B of Kurichhu	29.80	To be shared with DCP-I
2	Quarry-2	b/w Kurichhu Bridge and Adit-4 at R/B of Kurichhu	10.00	To be shared with DCP-III

Any change in location of land earmarked for the facilities within 10 Km range radius shall be deemed covered in the item rate of works and no differential payment (+/-) shall be paid/recovered to/from the Contractor.

Any additional land requirements beyond those provided by the Employer, if demanded by the Contractor for its convenience or construction methodology, shall be identified, acquired, and managed by the Contractor at its own cost and responsibility, including all statutory clearances, compensation, and associated obligations.

6.2.2. Employer Provided Residential Facilities

In addition to land provided for the setting-up of Contractor's own Construction Facilities, Employer shall be providing the following minimal facilities to the Contractor on cost recovery basis:

1. Pre-fab Structure Residential Facilities at CCF-3

The following bare minimum residential facilities to enhance the mobilization process shall be provided by the Employer to Contractor on cost recovery basis within 6 months in phase wise

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manner from the date of signing of the Contract Agreement. The cost of the facilities has been indicated as (-ve) line item in BoQ which shall be adjusted against the line item rates.

Sl. No.	Description	Location	No. of Blocks	Capacity (Person/ Block)	Total Capacity (No. of user)	Plinth Area (sq.m)	Value of Asset (Nu. in Million)
1	Labour Camp (G+1), 4 rooms in one block	CCF-3	4	48	192	1,416 (29.5 x 6 x 4 x 2)	20,740,756.86
2	Labour Mess, Open Hall	CCF-3	2	144	288	240.00 (20 x 12)	7,271,983.35
3	Bathroom/ Toilet	CCF-3	2	34	68	17 Bathroom & 17 Toilets	10,370,378.43
4	Officer Accommodation (G)	CCF-3	3	6	18	379.98 (21.11 x 18)	11,137,567.47
5	Officer Mess, Open Hall	CCF-3	1	30	30	142.03 (19.51 x 7.28)	3,426,625.33
6	Office (Type-1)	CCF-3	1			65.58 (8.92 x 7.35)	2,297,602.23
Total Area							**55,244,913.67**

6.3. Location of Quarries

The following quarries and source of clay shall be used by the Contractor for extraction of boulders and clays for processing of end products required for the works:

Sl No.	Location	Distance (Km)	Area (Acres)	Quanti availab (mill. Cum)	Remarks
1	Gumbrang Stone Quarry, Tsenkhar Gewog, Lhuentse	1.5 u/s of Dam R/B	29.80	5.432	To be shared between DCP-I & II
2	Kurizam Quarry, Saling Gewog, Mongar	b/w Kurichhu Bridge and Adit-4 at 2. 5 Km from Powerhous e, R/B of Kurichhu	10.00	1.294	To be shared between DCP-II & III

6.4. Muck Disposal Area

The following Dumping Areas shall be handed over by the Employer to the Contractor free of cost and the detail of dumping yard is as tabulated below:

Sl No.	Muck Disposal ID	Name of Work	Location of Muck Yard	Area (Acres)	Mucking Yard Capacity (Cu.m)	Remarks
1	MD 4	Adit 2, Face III & Face IV	b/w Adit-2 & Adit-3 at R/B of Kurichhu	6.173	312,280.09	
2	MD 5		b/w Adit-2 & 3 at R/B of Kurichhu	5.069	256,410.06	
3	MD 6	Adit 3, Face V & Face VI	Near Adit-3 portal at R/B of Kurichhu	15.114	701,500.00	
4	MD 7	Adit 4, Face VII & Face VIII	Between Adit-3 & Adit-4 at R/B of Kurichhu	16.903	752,438.46	
5	MD 13	Adit-V & associated HRT works.	Near Portal of Adit-5 at R/B of Kurichhu	3.75	1,084,722.35	Excess capacity to accommodate the muck of DCP-III package work mucks & development to be done by DCP-II Contractor.

6.5. Existing Health & Educational Facilities

The Contractor shall utilize the following existing educational and health facilities:

SN	Work Component	Health facilities	Educational facilities
1	Head works & Part of HRT (CCF 1, 2, 3 &4)	Autsho Hospital	Autsho Central School
			Autsho ECCD
2.	Part of HRT (Adit-IV, V & VI) & Powerhouse including Surgeshaft & TRTs. (CCF 5,7&8)	Gyalpoizhing Hospital	Gyalpoizhing Middle Secondary School, Gyelposhing.
		Lingmethang BHU-II	Lingmethang Middle Secondary School
		Gyelsung Institute, Bongdeyma.	Lingmethang ECCD and Gyalpoizhing ECCD center.

6.6. Workshops

A central workshop for heavy earth moving equipment and transport vehicles shall be set up at the project site. The area shall be developed considering open space and parking area. The workshop shall comprise covered/semi-covered repair sheds.

The workshop shall comprise facilities for the engine repairs and overhauling, transmission, torque converter repair shops, auto-electrical shops, machine shop, tyre repair shop, welding and fabrication shops, chassis repairs, body and seat repairs, denting/painting, maintenance yard, etc.

6.7. Explosive Magazine

To cater for blasting requirements of various work sites, the Contractor shall be provided with a land for explosive magazine as shown under Land (section 6.2) and the Contractor shall develop at their own cost including access roads and maintenance works.

All safety codes and regulations prescribed by the Royal Government of Bhutan in this respect will be followed and magazines will be suitably guarded round the clock.

6.8. Construction Power

The estimated peak construction demand of the Dorjilung Hydroelectric Power Project is 15 MW.

6.8.1. Substation at Rewan (132/33kV)

The Employer will provide a 33/0.415 kV distribution transformer which will be located in the proximity of the work sites as shown in table below. The contractor shall arrange all the necessary LT distribution board, TPN and associated CB, capacitor bank, lightening arrestor, treated earth pit, cables for extension/connections from the distribution transformer.

Table: Distribution Transformer capacity and allocation at site

SN	Project Components	Location	Transformer Capacity
1	Powerhouse Complex	Near CAT&MAT portal	3x 1250 kVA
2	Dam site, Adit-I &Batching Plant (BP-1)	Near Dam, BCP & Adit-I	3 x 1250 kVA
3	Adit-II	Near Adit-II portal	1 x 750 kVA
4	Adit-III	Near Adit-III portal	1 x 750 kVA
5	Adit-IV & CCF5	Near Adit -IV portal	1 x 1250 kVA
6	Adit-V	Near Adit-V portal	1 x 750 kVA
7	TRT Area	Near TRT Adit portal	1 x 750 kVA
8	Surge Shaft &BFVC	Near Adit-VI portal & Surgeshaft	2 x 1250 kVA
9	Batching and Crushing Plant-4	On the way to Adit-IV	1 x 750 kVA
10	Adit-VI	Near Adit-VI portal	1 x 1250 kVA
11	BP-2, CCF3, Office & Labor Camps,	Near Adit-II	1 x 1250 kVA
12	Batching and Crushing Plant-3 & CCF4	Between Adit-II & III	1x1250 kVA

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Apart from the above installed transformer, the Contractor shall tap power supply from 33 kV line and provide adequate rating additional distribution transformers along with its associated items based on requirement at sites.

The Contractor shall also make arrangements for grid power draw for the works as well as for infrastructural works as per applicable rates of Electricity Regularity Authority (ERA). Employer will install one High Tension (HT) Energy meter each at the power source to Project site for overall billing and installation of HT 3-phase Energy meter along with CT-PT unit of required number and capacity shall remain in contractor's scope for the main packages work. Energy consumption charges and demand charges will be borne by the Contractor based on the HT meter reading. Any variations in power tariff by BPC shall be borne by the Contractor.

If more than one contractor or entity uses the grid power from the same source and energy meter, a separate HT/LV meter will have to be installed for internal accounting of energy, however, overall billing will be done on HT meter only. The parties involved in using the energy from the same source will have to bear any energy losses and additional charges on energy meter installations, etc. on a pro-rata basis or as per mutual convenience for the billing.

Since the voltage drop is envisaged for tunnelling works, the Contractor shall have to use the adequate rating Booster Transformer/Diesel Generator or any other alternative arrangement to compensate for the voltage drop.

6.9. Source of Water Supply

The requirement of water for various project activities as well as project offices, project colonies, contractor's setup will be met from various perennial streams available in the project area mostly by gravity and the sources of water supply is as detailed below & indicated in the **KMZ File:**

SN	Source ID	Source	Areas to be Catered	Source Discharge (Litre/sec)	Purpose	Remarks
1	Source-4	Phelgangchhu	Adit 2, Batching Plant-2, CCF3, CCF4, & Site office at Adit-2	1,117.00	Drinking & Construction	Gravity
2	Source- 5	Sokpalumpa & Garapati	Adit-3, CCF-4 & BP-3	0.22	Drinking & Construction	To be pumped from Kurichhu if inadequate
3	Source -6	Embrang & Yemaratoe Juu	Adit-4, CCF-5, CCF-6 & BP-4	9.50	Drinking & Construction	Gravity/Pump
4	Source -7	Kurichhu	Adit-5, CCF-7 & Batching Plant	-	Drinking & Construction	Both to be pumped

7. Hydrology

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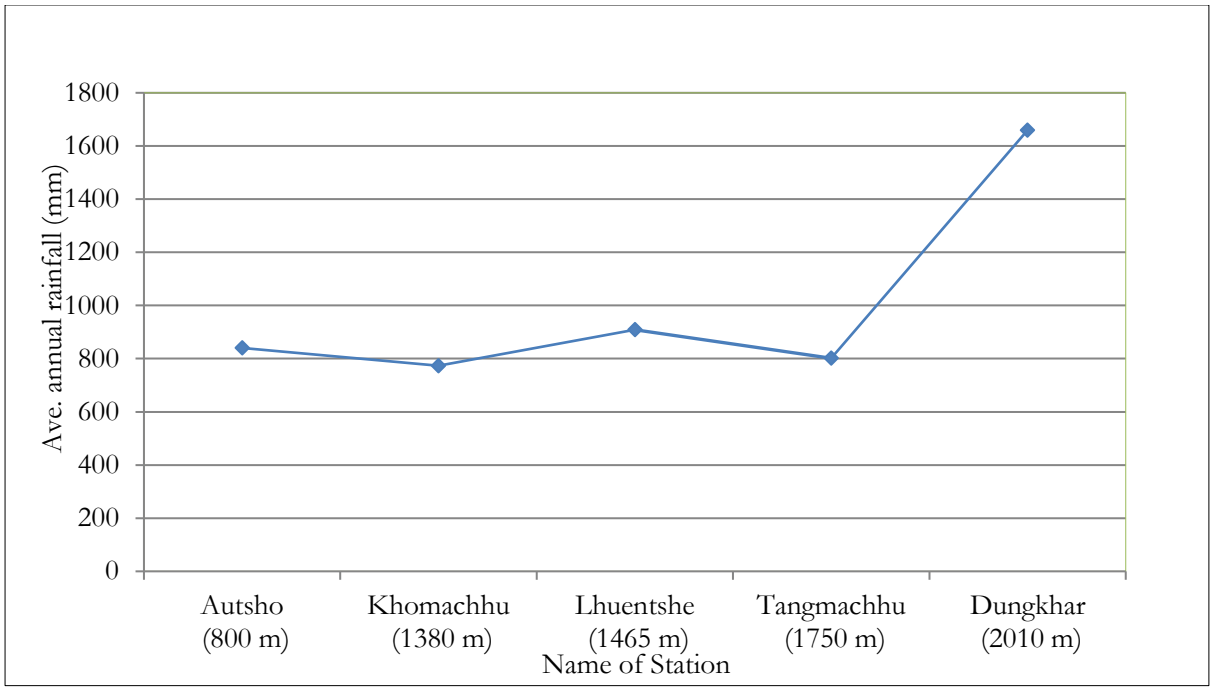
7.1. Climate

The temperature regime varies widely depending upon elevation. The region experiences four seasons viz., winter season (December to February), spring season (March to May), summer season (June to August) and autumn season (September to November). The average monthly maximum and minimum temperature at Autsho having an aerial distance of about 7 kms upstream from the dam site is 30.3°C in the month of August and 8.1°C in the month of January respectively. Similarly, the average monthly maximum and minimum temperature at Lingmethang having an aerial distance of about 2 km from powerhouse location is 33.4°C in the month of August and 9.5°C in the month of January respectively.

Out of the daily meteorological data available for 12 stations within and around the Kurichhu basin, 5 met stations viz. Autsho, Dungkhar, Khomachhu, Lhuentse Dzong and Tangmachhu falls within the catchment. All stations are situated along the Kurichhu valley. The highest elevated operational station in the catchment is at Dungkhar which is located at an altitude of 2,010 masl. Since more than 90% of the Dorjilung sub-basin area is located at altitude above 2,000 masl, almost all the basin is lacking precipitation data. Of the five stations in the catchment, Dungkhar at an elevation of 2,010 masl receives the highest rainfall of 1,659 mm annually as shown in figure below.



7.2. Runoff

The estimated average low flow at the proposed dam site has been worked out as 67.56 m3/s. Average annual yield at proposed dam site is 8870 Mcum. The monthly flow series (data base 1992-2022) at proposed dam site is given below.

Year	Jan	Feb	Mar	April	May	June	July	August	Sept	Oct	Nov	Dec	Mean
1992	59	50	107	153	194	357	580	670	427	263	117	93	256
1993	75	79	80	144	270	400	470	872	557	328	133	96	292
1994	75	80	109	186	225	434	434	575	444	194	118	93	247
1995	68	68	102	161	335	399	788	671	502	233	120	86	294
1996	71	73	100	158	238	398	745	630	540	268	116	68	284
1997	55	55	122	108	252	460	629	754	646	219	104	79	290
1998	62	68	80	155	207	833	1,183	1,371	505	342	129	82	418
1999	63	56	57	108	242	480	645	731	582	312	133	88	291
2000	72	66	294	163	296	529	703	936	654	208	122	87	344
2001	71	68	72	110	230	494	575	674	494	308	130	86	276
2002	67	66	77	132	188	393	657	656	369	190	104	77	248
2003	65	65	83	167	188	467	745	658	660	276	140	97	301
2004	78	75	107	139	265	500	835	648	517	385	172	130	321
2005	114	113	139	180	260	384	611	691	426	312	169	125	294
2006	75	73	83	121	261	523	710	545	473	226	119	88	275
2007	68	68	99	149	200	379	716	642	594	263	130	85	283
2008	62	54	83	142	212	523	624	712	440	217	124	84	273
2009	71	64	79	148	340	355	650	665	386	224	118	86	266

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Year	Jan	Feb	Mar	April	May	June	July	August	Sept	Oct	Nov	Dec	Mean
2010	61	53	90	127	182	361	617	603	574	269	143	88	264
2011	67	64	71	104	186	343	754	586	384	187	124	82	246
2012	67	69	88	136	198	439	629	536	485	213	103	76	253
2013	61	59	71	109	249	407	690	492	439	229	129	83	251
2014	66	60	72	106	201	415	654	662	449	183	105	78	254
2015	61	55	65	119	228	449	429	593	481	202	116	84	240
2016	67	72	88	133	168	436	717	508	483	338	132	91	269
2017	68	59	75	136	190	463	840	985	572	292	128	104	326
2018	84	69	92	122	218	371	658	776	523	218	115	88	278
2019	70	68	82	144	229	283	648	529	488	241	116	85	249
2020	72	63	82	128	259	539	732	558	436	244	108	81	275
2021	68	62	84	95	244	405	649	722	511	259	129	92	277
2022	71	67	115	182	194	466	477	474	538	326	126	85	260
Max	113.54	113.46	293.77	185.55	339.88	833.28	1,183.20	1,370.93	660.07	384.54	171.99	129.81	481.67
Mean	69.48	66.38	95.07	137.62	230.61	441.52	670.73	681.50	502.44	257.06	124.92	88.62	280.50
Min	55.44	50.24	57.23	95.32	167.56	282.55	428.96	473.62	368.69	182.65	103.19	68.21	194.47

7.3. Diversion Flood

A flood value of 2671 cumec (i.e. 1 in 25-year monsoon flood) has been adopted as diversion flood.

7.4. Spillway Design Flood

PMF value of 11,885 cumec has been estimated on the basis of deterministic approach using unit Hydrograph analysis. A GLOF of 4340 cumec has been estimated at proposed dam site.

7.5. Sediment

The annual sediment load at dam site is calculated as 3,33,675 ton, which corresponds to specific sediment load 239.54 tons/sq.km/year. Simulations for reservoir sedimentation were carried out using MIKE-11 model. The simulation shows that reservoir is filled up to about EL 1719.5 m after 11 years of sedimentation and reaches a stable regime as such this level has been considered as permanent sediment level. The balance capacity between filled up permanent level and MDDL EL 1730.5 m is 0.527 Mcum and the balance capacity between filled up permanent level and FRL EL 1747 m is 1.698 Mcum. The permanent live capacity is 1.171 Mcum.

8. Project Layout and Maps

The overall project layout drawing and the KMZ file showing access roads, muck disposal area, quarry and land for CCFs is attached as Annexure 5.2.

9. Geology- Geotechnical Appraisal Report

9.1 Head Race Tunnel

The 14.974 km long Head Race Tunnel is proposed to carry the diverted waters from Dam to Surge shaft near Lingmethang village and powerhouse near Kurizampa village. The HRT is envisaged to be Horseshoe shaped with 11 m diameter having a design discharging capacity of 451 cumec. To facilitate excavation of the HRT, six adits have been proposed.

9.1.1 Geology

Stratigraphically, the area lies in lower structural units of the Lesser Himalayan sequence of Bhutan Himalaya. Essentially, the area exhibits two types of formations, (i) Daling Formation & (ii) Shumar Formation. About 90% of HRT develops within the Daling Formation, mainly composed of Phyllite and Quartzite. The Shumar Formation is represented by dominant quartzite with minor phyllite intercalations.

9.1.2 Geomorphology:

The project area is between Rewan village near Autsho town and Kurizampa village in the south. The main river flowing in the project area is Kuri Chu, flowing towards southeasterly and direction. The river is snow-fed. Two to three levels of river terraces are generally found, and these are mostly unpaired.

The highest two peaks in the vicinity of the project area are at 3,508 m a.s.l. located in the northeastern part and at 3,325 m a.s.l. in the northwestern part. The high relief zones and ridges have sharp crests, taking place mostly in the Granitic and Gneissic terrain.

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The Kuri valley is unique, given the minimal fluvial deposits combined with its steep-side, narrow, and deep canyon. The very steep morphology is highlighted in the following figure, displaying the slope steepness in the Dorjilung dam and reservoir.

Such valley morphology is sculpted almost throughout the length of the river valley except at two places, Autsho and Gyelpoishing.

These two places represent the only intermontane valleys of the area. The intermontane valley in Autsho is located ca. 6 km north of the proposed dam site: it is up to 0.5 km wide, stretches only ca. 1.0 km and contains fluvial and colluvial deposits.

North and south of Autsho, the river valley once again becomes a narrow canyon with frequent rapids and cataracts, few alluvial deposits, high relief, and steep channel gradients.

In and around Autsho, four terrace surfaces can be mapped. These terraces mark the uppermost level of aggregational units (fill terraces), the lowest level of incision into alluvial deposits (cut terraces), or the lowest level of incision into bedrock (strath terraces).

The terraces are numbered from youngest to oldest, with the youngest terraces being closest to the modern river level and oldest terraces stranded highest above the modern river level. Equivalent terrace treads can be correlated to one another in the field using two criteria: the relative height above the modern river and the degree of soil development. The mapped terraces lie as follows:

- S4, oldest terrace, 20 m above the Kuri Chu;
- S3, 10 m above the river;
- S2, 5 m above the river;
- S1, 2.5 m above the river.

The high-water mark of the modern river (modern flood level) is also a prominent, mappable geomorphic marker denoted as S0. Unlike the modern flood zone (S0), S1 has a well-developed soil that sustains grass. The soil on S2 is further developed and sustains small trees. The older terraces, S3 and higher, all have similar soil development that sustains both underbrush, and large trees. The following figure shows a view of the fluvial terraces mapped in the area of Autsho.

9.2 Field Investigation:

The 1:45,000 scale contour plans have been utilized for surface geological mapping along the present alignment which is given as plate: 1.0

9.2.1 Geophysical Surveys:

Considering certain flatter areas along the HRT which are covered by cultivated fields, orchards and depression, Geophysical Surveys was used as a sub-surface investigation tool. The report is available for ready reference, if required.

9.2.2 Exploratory Drilling:

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The HRT alignment is explored by 4 nos of drill holes considering engineering as well as geological requirements. The results of drilling are given in table below:

Table-1.0: Summary of Drill holes located along HRT-alignment

Sl. No	Drill Hole No	Location	Lithology	Remarks
1	**DH-38**	HRT-Adit 5 Portal Location	Bed rock encountered at 15 m depth. Highly to MW, fine grained Quartzite with Phyllite bands	Total depth: 50 m.
2	**DH-39**	HRT-Near Adit 2	Bed rock encountered at 6 m depth. Bed rock comprises fine grained, highly to moderately weathered Quartzite.	Total depth: 50 m
3	**DH-12**	HRT-Near Adit 2 Portal	Bed rock encountered at 7.5 m depth. Bed rock comprises of highly to MW quartzite	Total depth: 100 m
4	**DH-11**	HRT Alignment	Bed rock encountered at 16.0 m depth. Bed rock comprises fresh to MW quartzite with moderately weathered Mica Schists.	Total depth: 100 m

In addition, additional 5 more boreholes drilling are under progress along HRT Alignment and depth up to the HRT.

9.2.3 Geology of HRT and Litho-Units:

After geological study & mapping of varying rock types following litho units have been categorized in HRT area:

Litho-units:

Unit-A- Slightly weathered thinly bedded grey Phyllite, often interbedded with medium bedded Quartzite. The rock intercepted with sigmoidal quartz veins and is lightly warping in nature;

Unit-B - Slightly lightly weathered, hard, medium to fine grained, milky to light grey Quartzite with crenulations of micaceous, light brown Phyllite. Joints present a medium spacing, rough surfaces and tight aperture without infilling.

Litho units A and B belong to the Daling Formation.

Unit C - The dominant lithology for the stretch of the headrace tunnel lying within the Shumar Formation is greyish, slightly weathered, rather compact rock matrix Quarzitic Phyllite with a high degree of jointing.

Table-2.0: Tunnel sector with foliation orientation values

Sector	1	2	3	4	5	6	7
Chainage (m)	0-272	272-3545	3545-6601	6601-9842	9842-13604	13605-15024	15024-end
Bearing	218°32'	188°02'	168°21'	212°23'	173°28'	173°28'	94°11'

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Geological Fm.	Daling	Daling	Daling	Daling	Daling	Shumar	Shumar
Foliation dip/dir	30/283	32/294	43/269	35/289	25/326	15/313	15/313

Ground Water Conditions: The area receives torrential rainfall, particularly in monsoon season. It is seen that the HRT area is dissected by many streams which are mainly perennial and originate from higher elevations.

The water inflow calculation is carried out using the Harr (1962) analytical model. The relevant variables to be defined are the hydraulic head (H) and the equivalent hydraulic conductivity coefficient (keq) to be evaluated for each of the No. 11 identified domains. Concerning the hydraulic head evaluation, after interpreting the water tests, we categorize the groundwater distribution into two main zones:

1. Upper Zone: from the surface elevation to 80-100 m depth. The hydraulic conductivity vs depth trend is scattered. The groundwater is decompressed; the discontinuity network is commonly dry but crossed and eventually filled by rainwater during the rainy season;

2. Lower Zone: the hydraulic conductivity decreases roughly linearly with depth in the semi-log plot. The discontinuities generally range from tight to closed and the discontinuity network is saturated with groundwater.

For each domain of the headrace tunnel, the estimated value of expected water inflow Q, expressed as L/s per 100 m of length, is displayed in the table below:

Table-3.0: Expected water inflow along the HRT excavation

Chainage		Length (m)	Q (l/s*100m) Phyllite	Q (l/s*100m) Quartzite
From (m)	To (m)			
0	772	772	3	
772	1046	274	8	
1046	2023	977		16
2023	3668	1645		13
3668	6808	3140		11
6808	7771	963		14
7771	8769	1025		9
8769	11046	2250	9	
11046	12831	1785	8	
12831	13831	1000		16
13831	14382	551		7

Concerning the possible No. 7 fault zones intercepted along the tunnel route, the same methodology was employed. The adopted permeability value for the damaged rock mass is one order of magnitude higher than that assumed for intact rock. Conservatively, the fault width is

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assumed to be equal to the entire width of the damage zone. The estimated values of expected water inflow Q, expressed as L/s per fault width, are summarized in the following table.

Table-4.0: Anticipated water ingress within the weak zones at the fault interceptions

Fault/Damage Zone	Width (m)	Lithology	Total Q (l/s)
1	100	P-Q boundary	163
2	100	Quartzite	134
3	40	Quartzite	54
4	40	Quartzite	54
5	40	Quartzite	44
6	60	P-Q boundary	55
7	100	Phyllite	87

Control over the water ingress is to be achieved through drainage holes or pre-grouting depending on site conditions. Systematic drilling of probe holes ahead of the tunnel face is considered necessary to explore the risk of water ingress and to plan grouting operations. In case of higher water pressures, especially in high cover zones, it might be necessary to drill long holes for releasing the water in advance.

Geotechnical Appraisal: In order to have a systematic appraisal, the HRT is divided into several zones corresponding with expected tunneling length from each face. Considering the array of surface geological studies, geophysical surveys and rock mechanic tests performed, the geotechnical appraisal for HRT has been developed. The estimation of rock classes is after application of RMR classification on surface exposures and detailed study of drill core samples. As the geotechnical assessment is made from rock outcrops and exposures at a distance from the tunnel there is likelihood of variation with actual condition encountered in excavation of tunnel. The rock classes given are according to the Bieniawski RMR system (1982). The encountered rock if required should be compared only by regular application of RMR classification at the time of excavation only. The geological section along HRT is given as Plate-2.0

HRT Face-3 (Adit-2 upstream): This face consists of only 1320 m of tunneling in Quartzite with intercalations of phyllite (Unit-B). The face is to be driven along the dip direction of foliation with attitudes 294/32. A weak zone of about 100 m is expected to be encountered at about RD 508 m from Adit-2. The excavation along this section will be dominantly through RC-III and RC-IV and traces of RC-II and RC-V will also be encountered.

HRT Face-4 (Adit-2 downstream): Tunneling from Adit-2 towards downstream side is expected to go halfway in between Adit-2 and Adit-3 for a length of 1158 m in Unit-B rock types. The tunnel is to be driven against the dip direction of foliation (avg. $269/43^0$). The main discontinuity and tunnel orientation indicates very unfavorable conditions. The excavation along this section will be dominantly through 9% RC-II, 49% RC-III, 30% RC-IV and 12% RC-V.

HRT Face-5 (Adit-3 upstream): From Adit-3, tunneling towards upstream for face-5 is to go for a length of 1190 m making it almost mid-section between Adit-2 and Adit-3. In this stretch, the tunnel shall be along quartzite with secondary phyllite interbeds. The tunnelling through this section will be anticipated by two major fault lines at RD 430 m and RD 1143 m. The tunnelling

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through this section will be along the main discontinuity bedding. Overall, the excavation along this section will be through 9% RC-II, 49% RC-III, 30% RC-IV and 12% RC-V.

HRT Face-6 (Adit-3 downstream): From adit-3 downstream face, 1688 m of tunneling is to be achieved in rock Unit-B, quartzite with phyllite interbeds. The drive direction of the tunnel is expected to encounter an anticline fold at about RD 447 m in which the tunnel drive will be against the bedding till 447 m and latter will be along the tunnel alignment. The tunnelling will be dominantly through RC-III and RC-IV. Traces of RC-II and RC-V can be also encountered during the excavation.

HRT Face-7 (Adit-4 upstream): From adit 3, the tunnel is to be driven for 1242 m towards the upstream side and is expected to pass through quartzite with interbeds of phyllite of Unit-B. High rock cover (800-1000 m) is present where moderate rock bursts or stress induced failures especially in hard rock can occur. The foliation is making an angle of about 35^0 with tunnel alignment and drive is against the dip direction of foliation. The tunnelling is expected through 8% of RC-II, 52% of RC-III, 26% of RC-IV and 14% of RC-V.

HRT Face-8 (Adit-4 downstream): About 1698 m of tunneling is envisaged towards the downstream side from adit 4. The face is anticipated to progress through quartzite with interbeds of phyllite upto RD 470 m dipping along the tunnel alignment. The litho contact unit between the quartzite of unit-B and phyllite of Unit-A can be anticipated at RD 470 m. From RD 470 m to RD 1698 m, the face will progress through the phyllite band with secondary quartzite dipping against the tunnel drive. At RD 150 m, the face will encounter a weak zone of about 40 m driving along the tunnel drive. Following, another weak zone of about 60 m will be encountered dipping against the tunnel drive at RD 467 m. Overall, the section will encounter rock dominantly in RC-III, followed by RC-IV, RC-V and RC-II.

HRT Face-9 (Adit-5 upstream): The 2189 m tunnel is expected to negotiate through the phyllite with secondary quartzite rocks (Unit-A) with the drive direction along the dip direction of foliation. The tunnelling along this face will encounter a weak zone of about 110 m dipping along the bedding of the rocks. Overall, 9% class-II, 54% class-III, 28% class-IV and 9% class-V rock mass is anticipated.

HRT Face-10 (Adit-5 downstream): The face shall be excavated through phyllite with secondary quartzite beds of Daling formation (Unit-A) and quartzite with rare phyllite interbeds rock belonging to Shumar formation (Unit-C). Overall length of tunnel from face 10 or from adit 5 downstream face is anticipated as 931 m. At RD 629 m, the face is expected to encounter the formation boundary of Daling Shumar which requires special attention as the formation boundary is usually portrayed as a weak zone. The face is expected to anticipate Rock Unit-A and Rock Unit-C with the majority of rock falling under RC-III and RC-IV.

Geotechnical Appraisal for Adits to HRT

Based on the geological inputs from site during supplementary stage and updating of geological cross section along HRT after drilling of four nos. exploration drill holes, this geological appraisal

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is submitted for construction adits to HRT for highlighting geotechnical aspects to be considered during construction of adits:

Adit-2: The Adit-2 is also located on the right bank of Phelgangchu stream with 859.21 m long**.** The invert at the portal is at EL: 801 m. The entire adit is expected to negotiate generally medium strong to strong quartzite. The foliation joints (269/43°) are oblique to adit alignment in the initial part however, it makes an angle of 9° with the adit alignment after the curve portion beyond 141 m. The other prominent joints in the area are 164/85°, 026/40° and 102/45°.

Adit-3: This adit is below the Tokari village. Outcrops of quartzite forming vertical cliffs are seen in the road cut near the portal and nearby locations. The 827.58 m long adit is expected to pass through quartzite with portal EL: 795.0 m. The foliation plane has an attitude of 269/43° along with other major joint sets having attitudes 146/85°, 026/40° and 102/45°. The tunnel drive is N314 to 50 m and followed by N261 to the intersection with HRT.

Adit-4: This adit is the longest with length of 1273.86 m. However, 715 m from the portal will be completed during pre-construction. The remaining 558.86 m will be constructed as a part of the package DCP-II. The dip direction of foliation is 289/35° and other dominant sets are 183/86° and 029/31°. The portal invert elevation is 785 m. The entire length of it will be through Quartzite rock mass.

Adit-5: The 782.45 m long adit will start from portal invert elevation of 775.0 m and traverse through quartzite rock mass having four dominant joint sets with foliation 326/35°, and other joints 205/81°, 106/76° and 157/64°.

Adit-6: The length of this adit is 535.10 m and connects to the end of HRT. The invert level of the portal is EL: 765.0 m and through a quartzite rock mass having four dominant joint sets. The foliation joint has attitudes of 319/20° followed by other joint sets having 208/86°, 158/70° and 099/73°.

10. CONSTRUCTION MATERIALS

Comprehensive investigations have been carried out for prospecting and testing of materials for use as concrete aggregate, rock fill material, filter material and impervious soil. Overall, five rock quarries, and two riverbed deposits/shoals have been investigated. An index plan showing location of each borrow area along with rivers, nalas, roads, village/permanent reference point and main structures of the project are presented as plate-4. Borrowing areas for various types of construction material and summary of test results are included in this report.

For the HRT package, the total quantity of concrete to be placed is estimated as 650,319.46 cum/0.65 million cum. Requirement of course & fine aggregate for the above quantity of concrete will be 373,248.98 cum/0.373 million cum and 277,070.48 cum/0.277 million cum respectively. Out of the investigated borrow areas/rock quarries (Kurizam/Gumbrang), requirements of aggregates are proposed to be met from Gumrang rock quarry. The estimated reserve of the Gumbrang Quarry (KR3), located approximately 1.4 km upstream of the dam site, is 5,432,140.00 m^3, which is more than sufficient to meet the aggregate demand for package II construction to be

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shared with Dam works. Kurizam quarry is located 2.5 km upstream of the powerhouse on the right bank of Kurichhu near the project access road. About 1.294 million cum of material is likely to be available from this quarry. This quarry is the potential source of suitable material and supply to Powerhouse requiring a quantity of 357,034.01 cum and is also shared by HRT Package requiring 650,319.46 cum.

The samples from the drilling in the quarry area have been collected and various laboratory tests conducted. Based on test results of physical parameters, the quarries are found suitable & material from the same shall be used for production of non-wearing surface concrete (test result is enclosed in Table 2).

Various laboratory tests have been carried out and most of the results satisfy the requirement to be used in concrete for wearing surfaces except few, which are slightly above the threshold value and hence depending on the use (fine and coarse aggregates), further tests are recommended during construction phase.

Table.1: List of Investigated Borrow Areas

Sl No	Borrow Areas	Distance from (kms)		Available Quantity (Million cum)	Quantity Required (Million cum)	Suitability	Potential Reactivity (AAR)	Remarks
		Dam	P/H					
	Rock Quarry (Concrete Aggregate for HRT Package)							
1	Kurizam Stone Quarry		2.50	1.294	CA: 0.373 FA: 0.277	Fully suitable for NWS and partly for WS	Innocuous	To be taken up for quarrying.
2	Gumbrang Stone Quarry	1.4		5.4	CA: 0.373 FA: 0.277	Fully suitable for NWS and marginal for WS	Marginal	To be taken up for quarrying

 # Non-Wearing surface concrete

Table - 2: Test Results of Coarse Aggregate Sample of Kurizam Stone Quarry

Sl No	Sample No. Field Sample No	Specific Gravity	Water Absorption (%)	Agg. Impact Value (%)	Agg. Crushing Value (%)	Los Angeles Abrasion Value (%)	Soundness Test	Elongation/Flakiness Index	UCS
1	Box 3 (Core Sample)	2.63	0.3	26.92	25.8	29.36	6.2	30.24	13.49
2	Box 4 (Core Sample)	2.62	0.6	27.56	27.3	34.04	15	-	7.75

Table-3: Test Results of Coarse Aggregate Samples of Gumbrang Quarry

Sl. No	Tests	BH-1 (Granitic Gneiss)							BH-2 (Quartzite)					
		Box 1	Box 2	Box 3	Box 4	Box 5	Box 6	Box 7	Box 8	Box 1	Box 2	Box 3	Box 4	Box 5
A	**Tests on Coarse Aggregates**													
1	Los Angeles Abrasion Value (%)	34.28	49.52	50.52	50.34	50.44	46.02	63.7	75.4	33.80	32.34	32.10	30.74	31.78
2	Aggregate Impact Value (%)	28.06	33.87	35.48	35.16	35.48	32.26	49.03		27.74	27.42	27.42	26.45	27.74
3	Aggregate Crushing Value (%)	26.9	30.9	32.6	33.4	33.7	30.6	44.9		27.60	27.10	26.70	25.60	26.80
4	Specific Gravity (g/cc)	2.64	2.585	2.554	2.649	2.607	2.603	2.636	2.47	2.70	2.63	2.64	2.63	2.75
5	Water Absorption (%)	0.248	0.459	1.014	0.44	0.476	0.534	1.157	1.281	0.62	0.32	0.25	0.47	0.37
6	Soundness (%)	4.18	8.76	5.58	1.99	2.69	4.08	0.332		8.37	9.86	9.76	10.86	9.66
7	Bulk Density (g/cc)	1.329	1.181	1.264	1.072	1.3	1.22	1.361		1.09	1.09 75	1.191	1.207	1.174
8	Elongation/Flakiness Index			30.77		29.27						29.62	29.76	
9	Unconfined Compressive Strength		21.81	21.6	28.51	18.71	11.16	10.61	5.9	16.93	21.06	20.89	19.82	
10	Petrographic Examination		BH1/2		BH1/4	BH1/5		BH1/7			BH2/2	BH2/3	BH2/4	
B	**Laboratory tests for fine aggregate**													
11	Fineness Modulus	1.55	2.72	2.41	2.1	1.94	2.34	1.9		3.14	3.22	3.22	2.61	3.09
12	Clay Lumps (%)	0.257	0.554	0.331	0.292	0.35	0.332	0.272		0.33	0.23	0.32	0.29	0.30

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13	Specific Gravity (g/cc)		2.46	2.59	2.47	2.53	2.04	2.42	2.37		2.52	2.56	2.71	2.52	2.69
14	Bulk Density (g/cc)		1.487	1.435	1.406	1.371	1.46	1.295	1.333		1.501	1.522	1.458	1.465	1.498
15	Compressive Strength of Cement-Sand Mortar (MPa)	7 days	5.89	4.89	3.97	5.22	7.41	6.09	3.13		3.67	4.2	3.92	1.54	3.21
		28 days	9.22	8.66	8.72	6.95	8.18	8.65	4.72		5.28	5.48	5.1	1.89	5.32
16	Soundness (Sodium Sulphate Solution) in %		6.35	9.52	6.15	5.95	8.33	9.72	10.12		9.52	9.72	9.13	9.92	8.93
17	Alkali Aggregate Reactivity (%)						10.3	4.84	7.69		5.3	7.14	4.62	8.73	6.25

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Specifications

The detailed Technical Specification for the DCP-I Works is at **Annexure 6.** Further, in addition to the Environmental and Social/Occupational Health and Safety requirements covered in the Technical Specification Annexure 6, the Bidder/Contractor shall fulfil the obligations under ESMP, OHSMF and LMP attached as **Annexure 1, 2 & 3** respectively.

Environmental and Social (E&S) and OCHS requirements

The Contractor shall comply with all applicable Environmental and Social (ES) requirements set out in this Section and throughout the Contract, including:

- The laws, regulations, and standards of the Kingdom of Bhutan applicable to the Works, including but not limited to the National Environment Protection Act 2007, the Forest and Nature Conservation Act 1995, the Water Act 2011, the Labour and Employment Act 2007, the Mines and Minerals Management Act 1995, the Occupational Health and Safety Regulations 2022, and any permits, consents, and clearances issued by the National Environment Commission (NEC) and other competent authorities for the Project;
- The applicable World Bank Environmental and Social Standards (ESS) under the Environmental and Social Framework (ESF), in particular ESS1 (Assessment and Management of Environmental and Social Risks and Impacts), ESS2 (Labour and Working Conditions), ESS3 (Resource Efficiency and Pollution Prevention and Management), ESS4 (Community Health and Safety), ESS6 (Biodiversity Conservation and Sustainable Management of Living Natural Resources), ESS8 (Cultural Heritage), and ESS10 (Stakeholder Engagement and Information Disclosure);
- The World Bank Group Environmental Health and Safety Guidelines (EHSGs), including the General EHS Guidelines and World Bank's Good Practice Note published in 2018 called EHS Approaches for Hydropower; and
- Other Good International Industry Practice (GIIP), International Tunnel Association (ITA) Guidelines, and FIDIC Construction Safety Guidelines.

Where national laws and regulations and World Bank ESF requirements differ, the higher standard shall apply, a comprehensive list of applicable laws / regulations and Frameworks is attached under Section-VII under clause 3.2.1 below.

The ES requirements in this Section reflect the specific commitments and obligations set out in the following project ES instruments such as Project specific ESIA and ESMP (Currently being updated and shall be made available to potential bidders), listed in order of precedence:

- Environmental and Social Commitment Plan (ESCP);
- Labor Management Procedures (LMP) annexed to the Bidding Documents as Annexure 3;
- Environmental and Social Management Plan (ESMP) annexed to the Bidding Documents as Annexure 1;
- Occupational Health and Safety Management Framework (OHSMF) annexed to the Bidding Documents as Annexure 2;
- Environmental and Social Impact Assessment (ESIA); and
- Any other ES instruments disclosed on the project website at [https://www.dorjilung.bt/environment-and-social-documents/].

In the event of any conflict between these instruments, the order of precedence listed above shall govern.

1. Applicable Conditions of Contract

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The ES requirements shall be read in conjunction with the relevant General Conditions of Contract (GCC) and the Particular Conditions of Contract (PCC). Where the Specification and the Conditions of Contract both address the same ES matter, they should be read as complementary and mutually reinforcing. The Specification sets out the performance standards the Contractor must meet, while the Conditions of Contract govern the contractual relationship, liabilities, and remedies applicable in the event of non-compliance. Caution should be exercised to ensure that nothing in this Specification dilutes or creates inconsistency with the relevant GCC and PCC clauses.

The following is a non-exhaustive list of Sub-Clauses of the Conditions of Contract that make reference to ES matters stated in this Specification:

Sub-Clause/ Clause No.	Sub-Clause/Clause	Relevance	Remarks
4.1	Contractor's General Obligations	General ES obligations including preparation and implementation of C-ESMP and Code of Conduct; no mobilization to site until Engineer issues Notice of No-objection to C-ESMPs; consideration of climate change, universal access, and public exposure to hazards in design	If the Contract specifies that the Contractor shall design any part of the Permanent Works, state any applicable technical standards and requirements including to address: • climate change considerations, • universal access, • risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events, applicable certification or approval requriements [Refer to ESS4 on requirements for design]
4.6	Co-operation	Cooperation required with other contractors and authorities for conducting environmental and social assessments and for implementation of ES mitigation measures	Indicate specific aspects (if any) that require contractor's cooperation such as to conduct environmental and social assessment.
4.8	Occupational Health and Safety Obligations		Indicate if there would be a health service provider. The Contractor will have a First Aid Station with Licensed Medical Practitioners and certified Medical Technicians. For complex health issues, workers will be referred to the nearest Public Health Facilities. Indicate if access to or provision of services that accommodate physical, social and cultural needs of Contractor's Personnel is required: Yes Indicate any additional requirements for the health and safety manual: Contractor will comply

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Sub-Clause/ Clause No.	Sub-Clause/Clause	Relevance	Remarks
			with OHSMP requirements, including worker accommodation meeting applicable standards, accommodating physical, social, and cultural needs of personnel.
4.18	Protection of the Environment	Limits for emissions, surface discharges, and effluents; requirement for C-ESMP; site restoration; waste management; prohibition on unauthorized quarrying and felling of trees; contract closure subject to environmental management compliance clearance	Specify any values for emissions, surface discharges, effluent and any other pollutants from the Contractor's activities that shall not be exceeded. The Contractor's MSIP/CESMP shall set out the measures the Contractor will take to ensure compliance with these limit values.
4.20	Progress Reports	ES metrics to be included in monthly progress reports as specified in Particular Conditions Part D; immediate notification to the Engineer of any ES incident, accident, or allegation of SEA/SH	The Contractor will prepare and submit monthly, quarterly, and annual progress reports as specified in Particular Conditions Part D, by including construction progress, reporting agreed key performance indicators, as defined in the OHSMP, including reportable incidents and frequency rates, etc. All incidents must be reported within 24 hours using incident flash report and all Level 4 incidents must be investigated and detailed investigation report with corrective action report submitted to the Engineer and the Employer within 3-5 business days.
4.21	Security of the Site		State any additional requirements for the security arrangements (ESS4 of the ESF states the principles of porportionality, GIIP and applicable Laws.) Include any other requirement set out in the ESCP: Security arrangements based on principles of proportionality and Good International Industry Practice (GIIP); background checks and use-of-force training for security personnel; security management plan
4.23 (c)	Archeological and Geological Findings	Chance finds procedures in accordance with ESF — ESS8; immediate notification to Engineer; fencing off discovery areas pending instructions	Specify other requirements if any in accordance with the ESF – ESS8

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Sub-Clause/ Clause No.	Sub-Clause/Clause	Relevance	Remarks
4.5	Code of Conduct	Contractor to maintain and enforce a Code of Conduct for all personnel including subcontractors; displayed visibly in relevant languages; signed by all employees; includes specific prohibitions on SEA/SH behaviors and sanctions for non-compliance	
5.1	Subcontractors	Contractor to require all subcontractors to comply with ES obligations including SEA/SH prevention and response; Bank may disqualify subcontractor for two years for SEA/SH non-compliance; equivalent non-compliance remedies to be included in subcontract agreements	
6.2	Rate of Wages and Conditions of Labour	Adherence to the Labor Management Procedures (LMP); compliance with Labor and Employment Act of Bhutan 2007 and OHS Regulations 2022; non-discrimination in wages, benefits, and accommodation	State applicable requirements in accordance with the labour management procedure.
6.5	Working Hours	Adherence to the LMP; working hours restrictions in line with applicable national law and World Bank ESS2	State applicable requirements in accordance with the labour management procedure.
6.9	Contractors' Personnel	Requirements for minimum working age (18 years); prohibition of forced and child labor; worker documentation and terms of employment; prohibition of hazardous work for persons under 18	

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Sub-Clause/ Clause No.	Sub-Clause/Clause	Relevance	Remarks
6.21	Forced Labor	Strict prohibition against forced labor and human trafficking in all contractor and subcontractor operations	
6.22	Child Labor	Prohibition on employing children under 18 years of age; no person under 18 to undertake hazardous work	
6.23	Worker Grievance Mechanism	Contractor to establish and operate a proportionate grievance mechanism accessible to all project workers including subcontractor and migrant workers, without fear of retribution; dedicated survivor-centered process for SEA/SH complaints	
6.24	SEA/SH Response Mechanism	Contractor to establish a dedicated SEA/SH response mechanism to receive and address allegations in a confidential and survivor-centered manner; dedicated trained person to manage complaints	
6.25	SEA/SH Prevention and Response Obligations	Contractor's specific obligations for prevention and response to SEA/SH including mandatory training for all workers and management; zero-tolerance policy; coordination with GBV service providers	
6.28	Training of Contractor's Personnel	Details of ES training to be provided; mandatory induction and periodic refresher training on SEA/SH, Code of Conduct, and project-specific ES risks	As set out in the ESCP, specify, details of any training to relevant Contractor's Personnel to be provided by the Employer's Personnel on environmental and social, health and safety aspects. (whom, what, when, where how long etc.) on spills and accidental release, grievance

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Sub-Clause/ Clause No.	Sub-Clause/Clause	Relevance	Remarks
		for all workers; training as required by the ESCP	mechanism, SEA/SH, code of conduct of Contractor's workers, over-water construction, work observation process, incident investigation, interfacing with mobile equipment, defensive driving, energy isolation, behavior based safety, confined space entry, manual handling, and lifting and hoisting, etc.
16.2	Local Labour	Contractor to allocate at least 30% of total labor cost to local labor; labor recruitment procedures consistent with LMP	
21.9	DAAB Referral for SEA/SH	Engineer may refer SEA/SH non-compliance to the Dispute Avoidance/Adjudication Board (DAAB) for determination	
21.11	Disqualification for SEA/SH	World Bank may disqualify the Contractor (and subcontractors) from being awarded Bank-financed contracts for two years if DAAB determines failure to correct SEA/SH non-compliance	

2. E&S Requirements

In addition to the provisions in the Conditions of Contract referenced in the table above, the Contractor shall comply with the minimum E&S performance requirements set out in the C-ESMP and OHSMP. C-ESMP based on the ESMP and OHSMF which are annexed to the Contract as Annexure 1 and Annexure 2 respectively and are incorporated into the Contract by reference. These documents set out the minimum requirements the Contractor shall meet in executing the Works, covering hazardous materials management, resource efficiency, pollution prevention and management, and biodiversity conservation.

The Contractor shall treat the requirements in the ESMP as minimum standards. Where the Contractor's C-ESMP proposes measures that exceed these minimum standards, the higher standard shall apply. The Contractor shall not treat the ESMP and OHSMF as exhaustive, where site conditions, engineering designs, or construction methods give rise to E&S risks not explicitly addressed in these

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documents, the Contractor shall apply GIIP and notify the Engineer of the additional risks and proposed mitigation measures and controls within 7 days of identification.

2.1. Contractor's Environmental and Social Management Plans (C-ESMP)

2.1.1 General Requirements

Upon award of the Contract, the Contractor shall prepare, submit, and implement Contractor's Environmental and Social Management Plan (C-ESMP), comprising a set of Management Strategies and Implementation Plans (MSIPs), to address all E&S impacts and OCHS risks associated with the execution of the Works. The C-ESMP shall be in a form and content satisfactory to the Engineer and the Employer, consistent with the project's ESCP, LMP, OHSMF, ESMP, BMP, applicable World Bank Environmental and Social Standards, Environmental Health and Safety Guidelines (EHSGs), and Good International Industry Practice (GIIP). In the event of any conflict between these instruments, the ESCP and LMP shall take precedence.

The MSIPs submitted by the successful Bidder as part of the Bid and the minimum requirements set out in the ESMP and OHSMF attached to the Bidding Documents shall form the basis of the C-ESMP and OHSMP. The Contractor shall develop these preliminary MSIPs into fully detailed, site-specific plans that reflect actual site conditions, site surveys, topographic data, engineering designs, and the Contractor's specific construction methods, workforces, and work programme. The C-ESMP is not a desktop document — each plan shall be grounded in field-verified data and approved engineering designs for key ES infrastructure, including muck disposal sites, sewage treatment facilities, tunnel drainage and wastewater treatment systems, sedimentation ponds, and dust control installations, and shall reflect the Contractor's detailed construction methodology. Plans that are generic, template-based, or do not demonstrably reflect the specific physical, social, and environmental conditions of the Dorjilung project site will be rejected by the Engineer, and the Contractor shall revise and resubmit within 14 days of notification of rejection.

The C-ESMP shall be developed progressively in accordance with the submission schedule set out in Section VIII — Part D. As a minimum, plans addressing risks associated with early construction activities — including site mobilization, vegetation clearing, labor influx, and construction traffic — shall be submitted and approved before any such activities commence. Additional MSIPs shall be submitted as the scope of Works expands to cover new activities, sites, and risks, and shall be submitted to the Engineer for review at least 28 days before the commencement of the relevant activity.

The C-ESMP is a living document. The Contractor shall review and update each plan at least every six (6) months from the Commencement Date, or more frequently where:

- Significant changes occur in the scope, method, or sequence of construction;
- New ES risks or impacts are identified;
- Non-conformances or incidents reveal inadequacies in existing plans;
- The Engineer or the Employer requests a revision; or
- Changes in applicable laws or project ES instruments require updating.

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Updated plans shall be resubmitted to the Engineer for review and no-objection before the updated version supersedes the previous one.

No mobilization to site — including haul road clearance, site establishment, or labor camp construction — shall commence until the Engineer has issued a written Notice of No-objection to the MSIPs submitted as part of the Bid and agreed as part of the Contract. No subsequent construction activity associated with a specific ES risk shall commence until the relevant MSIP addressing that risk has been submitted, reviewed, and approved by the Engineer in accordance with Section VIII — Part D.

The Contractor shall ensure that all MSIPs are consistent with one another and with the overall C-ESMP framework, avoiding internal contradictions between plans. The Engineer may reject any plan that is inconsistent with another approved plan or with the project's ES instruments, and the Contractor shall revise and resubmit within 14 days of notification.

2.2 Required Sub-Plans under the C-ESMP

The Contractor shall prepare and implement the following sub-plans as part of the C-ESMP, in accordance with the ESCP actions and timelines specified in Section VIII — Part D:

2.2.1 Contractor's Labor Management Procedures (C-LMP)

The Contractor shall prepare and implement a Contractor's Labor Management Procedures (C-LMP) consistent with the project LMP and ESS2. The C-LMP shall at a minimum include:

- Labor recruitment procedures including transparent, merit-based, and non-discriminatory hiring processes; prohibition of recruitment fees charged to workers; and use of licensed labor recruitment agents only;
- Terms and conditions of employment including written contracts in a language workers understand covering wages, working hours, overtime, leave, benefits, and termination procedures;
- Minimum working age verification procedures; prohibition of child labor (under 18 years) and forced labor;
- Non-discrimination and equal opportunity measures covering wages, benefits, accommodation, and training;
- Procedures for management of subcontractor and primary supplier labor compliance;
- Worker accommodation and welfare facilities standards consistent with IFC/EBRD Performance Standards and applicable national standards;
- Labor influx management measures including semi-closed camp arrangements, community interaction protocols, and restrictions on unauthorized movement;
- Worker transport management procedures;
- SEA/SH prevention and response measures integrated with the SEA/SH Action Plan (3.2.3 below); and
- Demobilization and retrenchment procedures including minimum 30 days advance written notice to workers.
- Incident reporting and investigation procedures; and
- OHS performance monitoring and reporting arrangements.

2.2.2 Worker Grievance Redress Mechanism

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The Contractor shall establish and operate a Worker Grievance Redress Mechanism (W-GRM) consistent with the project LMP and ESS2. The W-GRM shall:

- Be a two-tier system comprising a Contractor-Level mechanism (Tier 1) and an SPV-Level appeal mechanism (Tier 2) in case their grievance is not resolved at Tier 1;
- Be accessible through multiple channels including a toll-free hotline, SMS, email, suggestion boxes at labor camps, and physical registration desks;
- Acknowledge grievances within 3 days and resolve them within 15 days of formal registration;
- Ensure no retribution against workers who raise grievances;
- Include a separate, confidential, survivor-centered channel for SEA/SH complaints managed by a dedicated trained person;
- Be available to all project workers including subcontractor and migrant workers; and
- Be communicated to all workers at the time of engagement through induction training.

2.2.3 SEA/SH Prevention and Response Action Plan

The Contractor shall prepare and implement a SEA/SH Prevention and Response Action Plan consistent with the ESCP and LMP. The plan shall at a minimum include:

- Zero-tolerance policy for SEA/SH signed by the Contractor's senior management;
- Code of Conduct enforcement procedures including mandatory signing by all personnel, display in relevant languages, and disciplinary sanctions for violations up to and including dismissal and referral to national authorities;
- Mandatory SEA/SH awareness training for all workers at induction and at 6-monthly intervals;
- Appointment of a dedicated Gender/GBV Focal Point responsible for receiving and managing SEA/SH allegations in a confidential and survivor-centered manner;
- Coordination arrangements with GBV service providers for survivor referral and support;
- Community awareness measures including posting of Code of Conduct standards in public spaces and information on reporting channels; and
- Reporting procedures for SEA/SH incidents to the SPV and World Bank within 48 hours of an allegation.

2.2.4 Resource Efficiency Plan

The Contractor shall prepare and implement a Resource Efficiency Plan covering energy, water, and raw material use. The plan shall be consistent with ESS3, the World Bank Group EHS Guidelines, and the minimum requirements set out in the ESMP annexed to the Bidding Documents, and shall include:

(a) Efficient Use of Water Resources: The Plan shall include measures to reduce water consumption, promote reuse and recycling, and prevent wastage across all construction activities. At a minimum the Plan shall include:

- A dedicated water supply system sized to meet construction and camp demands without adversely affecting community water supplies, downstream ecological flows, or existing water users, supported by all required water abstraction permits from relevant Bhutanese authorities;
- A closed-loop water recycling system at batching plants and crusher operations, with treated water reused for construction and dust suppression;

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- Reuse of treated wastewater from sewage treatment plants for dust suppression and irrigation of revegetated areas;
- Installation of water meters at all major water use points with monthly consumption records submitted to the Engineer; and
- Leak detection and repair procedures and controlled spray systems for dust suppression to prevent water wastage.

(b) Energy Efficient Design and Use: The Plan shall include measures to optimize energy consumption across construction plant, equipment, lighting, and camp facilities. At a minimum the Plan shall include:

- An Energy Management Sub-Plan setting out energy efficiency targets, monitoring arrangements, and monthly reporting to the Engineer;
- All construction equipment and machinery shall meet internationally recognized exhaust emission standards applicable to their country of manufacture, and shall be maintained in strict accordance with manufacturer schedules to ensure optimal fuel efficiency and minimize exhaust emissions;
- Where diesel generators are unavoidable, generators shall be sized to operate at a minimum of 70% of rated capacity;
- LED lighting throughout all construction sites, tunnels, and camp facilities with motion-sensor or timer controls in non-critical areas;
- A used oil management program ensuring all used engine oil is collected and disposed of through licensed recycling facilities — open dumping or burning of used oil is strictly prohibited; and
- Where technically and economically feasible, use of on-site renewable energy sources for camp lighting, site offices, and non-critical power needs.

(c) Efficient Use of Raw Materials: The Plan shall include measures to maximize material efficiency and minimize demand for virgin resources. At a minimum the Plan shall include:

- Maximization of muck reuse as construction aggregate where geotechnically suitable, with monthly reuse rates reported to the Engineer;
- Use of fly ash as a partial cement substitute in concrete mixes where technically appropriate; and
- Sourcing of all timber and wood products from legally licensed suppliers with verified chain of custody documentation submitted to the Engineer quarterly.

2.2.5 Pollution Prevention and Management Sub-Plans

The Contractor shall prepare and implement the following pollution prevention and management sub-plans as part of the C-ESMP, consistent with ESS3, the World Bank Group EHS Guidelines, and the requirements set out in the ESMP annexed to the Bidding Documents:

1. Waste Management Plan, covering solid and liquid waste, including segregation, collection, temporary storage, transport, reuse/recycling, disposal at approved facilities, recording, reporting, and chain of custody. Identification of approved sanitary landfill sites and licensed third-party service providers for the transportation, treatment, and disposal of both non-hazardous and hazardous construction waste generated by the Project, through a formal report submitted to the Engineer within 60 days of the start of mobilization; service providers shall

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be formally engaged through written contracts before any waste transportation or disposal commences.

2. Hazardous Substances Management Plan including procedures for the safe storage, handling, transport, and disposal of hazardous substances including fuel. A requirement to use only licensed third-party service providers for the transportation, treatment, and disposal of all hazardous waste generated from the Project; this requirement shall be explicitly incorporated into all subcontract agreements with relevant contractors, with evidence of incorporation submitted to the Engineer within 30 days of each subcontract execution; chain of custody documentation for all hazardous waste movements shall be maintained and submitted to the Engineer on a monthly basis.
3. Explosive and Blasting Management Plan, detailing safe storage, transport, handling, and use of explosives, including blast timing, vibration control, procedures for controlled blasting techniques, real-time vibration monitoring, safety zones/protocols, and, where necessary, provisions for compensation and/or structural strengthening or repair of damaged structures; monitoring program to document conditions of structures potentially affected.
4. Wastewater and Drainage Management Plan, including treatment or safe discharge of domestic sewage in Construction Camp Facilities (CCF), construction wastewater from batching plants, and stormwater management.
5. Erosion and Sediment Control Plan, to prevent soil erosion and sediment run-off from construction sites, stockpiles, and muck disposal sites.
6. Air Quality Management Plan, specifying dust suppression, vehicle and equipment emission controls, and monitoring protocols.
7. Noise and Vibration Management Plan, detailing noise suppression, work scheduling, vibration control and monitoring. Emission, Dust and Noise Management Plan, specifying dust and noise suppression, work scheduling, vehicle and equipment emission/noise controls, and monitoring protocols.
8. Muck Disposal Planning and Management Plan including: engineering measures as per detailed design provided by the SPV, such as retaining structures and drainage systems, erosion control, revegetation, and monitoring to ensure long-term slope stability of the MDSs, with approved budget for implementation.
9. Infiltration and Seepage Management Plan to prevent and address water from tunneling including, inter alia: (i) Methods to identify tunnel sections requiring pre-excavation grouting to prevent uncontrolled ingress of groundwater. (ii) Operational arrangements for temporary settling lagoons and treatment facilities in accordance with detailed design provided by the SPV, as necessary, to clarify and neutralize water prior to discharge to surface water bodies considering the maximum flow rate and water chemistry that could be expected from the tunnel during active construction. (iii) Provisions for the collection, containment, and treatment of runoff from stockpiles of tunnel-excavated rock spoil if high acid or alkaline rock drainage potential is identified.
10. Water Management Plan, based on the monitoring of water levels and flows, to identify, prevent and mitigate impacts to community water resources including: (i) identification and flagging of the location of water sources; (ii) monitoring and documentation of water yield and quality before, during and after construction to detect impacts; (iii) provisions to minimize earth works and any other disturbance in the area around springs and creeks to avoid and minimize sedimentation or chemical contamination; (iv) provisions for providing water to local villages if the supply source is affected due to Project-related activities.

2.2.6 Traffic Management Plan (TMP)

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The Contractor shall prepare and implement a Traffic Management Plan consistent with ESS4, the World Bank Group EHS Guidelines, and the minimum requirements set out in the ESMP annexed to the Bidding Documents. The TMP shall include:

- Construction vehicle routing on public and project roads;
- Scheduling of heavy vehicle movements to avoid peak community traffic hours, night-time restrictions near communities, and school commute periods;
- Speed limit enforcement including a maximum of 30 km/h within 500 m of communities, schools, and health facilities;
- Road safety signage, markings, and infrastructure at all hazardous locations;
- Driver qualification, training, and safe driving policy;
- Vehicle inspection and maintenance schedule;
- GPS tracking and speed limiter requirements for all project vehicles;
- Prohibition of worker transportation in cargo vehicles; and
- A GRM for community complaints on traffic issues.

2.2.7 Community Health and Safety Plan (CHSP)

The Contractor shall prepare and implement a Community Health and Safety Plan consistent with ESS4, the World Bank Group EHS Guidelines, and the minimum requirements set out in the ESMP annexed to the Bidding Documents. The CHSP shall include:

- Measures to manage community health risks associated with labor influx including disease prevention, monitoring of STIs/HIV, and collaboration with local health authorities;
- Periodic community awareness activities on traffic safety, blasting schedules, and reservoir impoundment;
- Safety signage and demarcation at all hazardous construction zones adjacent to communities;
- Warning systems for downstream communities regarding changes in river flow;
- Site perimeter fencing and access control at all construction sites; and
- Public awareness program prior to reservoir first impoundment.

2.8 Security Management Plan

The Contractor shall prepare and implement a Security Management Plan consistent with ESS4, the minimum requirements set out in the ESMP annexed to the Bidding Documents and the IFC Good Practice Handbook on the Use of Security Forces. The plan shall include:

- Security risk assessment for all construction sites and labor camps;
- Security personnel deployment plan based on principles of proportionality and GIIP;
- Background check and use-of-force training requirements for all security personnel;
- Liaison arrangements with the Royal Bhutan Police and other relevant national authorities;
- CCTV surveillance at key locations including site entry/exit points, explosive storage areas, fuel farms, and labor camp perimeters;
- Prohibition of security personnel engaging in forced labor or coercion of workers; and
- Zero-tolerance policy for illegal activities including poaching, trafficking, and contraband, with immediate reporting to national authorities.

2.9 Biodiversity Sub-Plans

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The Contractor shall prepare and implement the following biodiversity sub-plans consistent with ESCP Action 6.5 and the project BMP. The plan shall include:

- Vegetation Clearing Plan limiting clearing strictly to the approved construction footprint and avoiding the main bird breeding period (March to May);
- Biodiversity Protection Plan covering protection of terrestrial and aquatic biodiversity, wildlife disturbance management, fish migration protection, aquatic habitat protection, and wildlife rescue operations during reservoir impoundment;
- Invasive Alien Species Management Plan covering prevention, monitoring, and removal procedures including mandatory vehicle wash-down protocols;
- Landscaping and Re-vegetation Plan using locally appropriate native species for all disturbed areas; and
- Reservoir First Impoundment Management Plan covering controlled slow-filling process, coordination with environmental flow strategy, wildlife rescue operations, and community notification.

2.10 E&S Training Plan

The Contractor shall prepare and implement an ES Training Plan (consistent with the project LMP Chapter 9, and the ESMP annexed to the Contract. The plan shall include:

- General E&S awareness training for all workers, covering environmental protection, waste management, water quality, biodiversity, physical cultural resources, community relations, and access to the Worker GRM;
- OHS induction and refresher training for all workers, including specialized job-specific training for workers engaged in high-risk activities — tunneling and underground works, blasting and explosives handling, working at heights, confined space entry, and first aid;
- SEA/SH awareness training at induction and 6-monthly refreshers for all workers, and enhanced SEA/SH supervisory training for all personnel with supervisory responsibilities over other Contractor's Personnel;
- Code of Conduct induction and mandatory signing for all workers prior to commencement of work;
- GRM management training for the Communication Officer, Labour/Worker Welfare Officer, and HR Officer within three (3) months of mobilization;
- training schedule identifying for each training type the target audience, content and objectives, delivery method, language of delivery, responsible trainer, and frequency; and

3. Occupational Health and Safety

3.1. General

Pursuant to Section VII, Sub-Clauses 4.8 and 6.7 of the Conditions of Contract, the Contractor shall have full responsibility for ensuring and maintaining safe and healthy conditions at the Site. The Contractor shall take all necessary measures to prevent unsafe or unhealthy conditions and practices and to protect the health and safety of its Personnel and any other persons who may be affected by the execution of the Works.

No provision of the Contract shall relieve the Contractor of any of its obligations or responsibilities in respect of health and safety at the Site.

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The Contractor shall, within 56 days after the Commencement Date, submit to the Engineer for approval an Occupational Health and Safety Management Plan (OHSMP). The OHSMP shall comply with all applicable Laws and the requirements specified in Sub-Clause 4.8 and 6.7.

The Contractor shall not commence construction of the Works until the OHSMP has been approved by the Engineer.

The cost of preparing, implementing, and revising the OHSMP shall be deemed to be included in the rates and prices in the Bill of Quantities.

The Engineer has developed an Occupational Health and Safety Management Framework, a guidance document for the OHSMP preparation. The Contractor is encouraged to take advantage of the OHSMF. The Contractor's OHSMP shall cover the following aspects:

a) Guidelines and Standards to be followed by the Contractor

b) Contractor's Targets for Key Performance Indicators (e.g., Zero Fatality, LTFIR, WTI, etc.)

c) Contractor's Policies

d) OHS Management Processes

e) Standard Operating Procedures

3.2. Occupation Health and Safety Management Plan

Pursuant to Sub-Clause 6.7, the Contractor shall implement the approved OHSMP and shall maintain it in force for the duration of the Contract.

The OHSMP shall be a living document and shall be reviewed and updated as necessary, including but not limited to the following circumstances:

(a) changes in the scope of the Works;

(b) six-monthly periodic review;

(c) changes in construction methods or site conditions;

(d) following any significant OHS hazard or major accident, or when instructed by the Engineer; and

(e) at completion of the Project for lessons learned.

The Contractor's OHS Officer shall be responsible for such review and updates.

The Contractor shall also prepare, submit for approval where required, and implement OHS sub-plans and standard operating procedures (SOPs) to address specific construction hazards, either as separate documents or as part of the relevant Method Statements.

3.2.1. Guidelines and Standards to be followed by the Contractor

The Contractor will prepare an occupational health and safety plan devising the general guidelines for the identified hazards and control measures. The Contractor will comply with the following Laws, Rules, Regulations, Guidelines and Standards:

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- Labour and Employment Act, 2007, Dept. of Labour, Ministry of Industry, Commerce and Employment
- Occupational Health and Safety Regulations 2022, Department of Labour, Ministry of Industry, Commerce and Employment.
- Safety Regulation 2008 of Electricity Regulatory Authority (ERA)
- Road Safety and Transport Regulations 2021.
- Explosive Rules, Ministry of Home Affairs, Royal Govt. of Bhutan
- World Bank Environmental and Social Management Framework 2018, ESS-2: Labor and Working Conditions.
- World Bank Environmental and Social Management Framework 2018, ESS-4: Community Health and Safety.
- World Bank General Environmental Health and Safety Guidelines, Chapter 2: Occupational Health and Safety, 2007.
- International Tunneling Association Guidelines for Good Occupational Health & Safety Practice, 2008;
- International Labour Organization Code of Practice in Health and Safety in Construction, 1992.
- American National Standard Institute (ANSI) for Personal Protective Equipments (PPE). As for example, Eye and Face Protection (ANSI Z87.1-1989), Head Protection (ANSI Z89.1-1986), Foot Protection (ANSI Z41.1-1991) or equivalent acceptable to the Engineer.
- Good International Industry Practices, as for example, OSHA etc.

All applicable rules, policies, guidelines, and standards are as described above. The following principles shall apply:

- In the event of any conflict between the above requirements, the more stringent safety requirement shall prevail and shall be complied with by the Contractor.
- In this document, the terms "shall" and "must" denote mandatory obligations. The term "should" denotes a recommended practice which the Contractor shall use reasonable endeavors to implement.

3.2.2. Contractor's Targets for Key Performance Indicators

The Contractor shall establish corporate Health and Safety objectives, including, without limitation, the safe execution of the Works with zero harm to community members, visitors, staff and workers, and compliance with, or exceeding of, the contractual health and safety requirements.

The Contractor shall establish project-specific, measurable targets to achieve the stated objectives. Such targets shall be determined having regard to the Contractor's commitment to continual improvement, relevant industry benchmarking, and stakeholder input. The Contractor shall include in the OHSMP project-level targets for, inter alia:

- Total Recordable Injury Rate (TRIR);
- Medical Treatment Cases (MTC); and
- Lost Time Injury Frequency Rate (LTIFR).

The Contractor's senior management, including the Project Manager, Deputy Project Manager, Construction Manager and Technical Director, shall demonstrate visible leadership in Health and

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Safety and shall implement the following leading indicators, with records maintained of identified hazards and corresponding control measures:

- Each Project Manager and Project Director shall conduct not less than one (1) walk-through inspection per month.
- Each Construction Manager shall conduct not less than two (2) walk-through inspections per month jointly with the assigned Occupational Health and Safety Officer.
- All Occupational Health and Safety staff and site supervisors shall conduct not less than one (1) site inspection per week.

3.2.3. Contractor's Policies

The Contractor shall submit, as part of the OHSMP, its corporate operating policies representing the highest level of commitment by senior management. Such policies shall establish the governing principles applicable to the Contractor's operations, irrespective of geographical location.

The OHSMP shall include, as a minimum, the following policies:

- Human Rights Policy
- Health & Safety Policy
- Alcohol and Drug Policy
- Business Conduct and Ethics Code

3.2.4. OHS Management Processes

OHS Management System processes shall constitute the framework of the Contractor's OHS Management Plan and shall rank subordinate to the corporate policies.

The Contractor shall include, as a minimum, the following OHS Management System processes in the OHSMP for the Engineer's review and approval:

- PR01: Induction Process
- PR02: Job Hazard Analysis
- PR03: Meetings
- PR04: Personnel Competency and Training
- PR05: Short Service Worker Program (with tools for assessment)
- PR06: Reward and Recognition
- PR07: Disciplinary Process
- PR08: Permit to Work Process
- PR09: Work Observation Process
- PR10: Critical Risk Protocols
- PR11: Personal Protective Equipment (PPE)
- PR12: Incident Investigation
- PR 13: Non-Compliant procedures
- PR 14: Management of Change
- PR 15: Subcontractor Management
- PR 16: Occupational hygiene monitoring
- PR 17: Stop work authority
- PR 18: Visitor management and site access control
- PR 19: Workplace monitoring

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- PR 20: Fitness for work
- PR 21: Working during monsoon / flood conditions and working around rotating equipment & machine guarding
- PR 2213: Measurement - Leading and Lagging Indicators
- PR 2314: Pandemic Action Plan (COVID-19)
- PR 24:15: OHS Compliance Audit
- PR 1257: Inspections
- PR 2618: Personal Risk Assessment
- PR 2719: Risk Management
- PR 280: Document Control
- PR 2129: Communication
- PR 30: Journey Management
- PR 31: Simultaneous Operations Management (SIMOPS)

3.2.5. Standard Operating Procedures

Standard Operating Procedures (SOPs) and Work Instructions, being primarily technical in nature, shall constitute the third-tier documents within the overall risk management framework.

The Contractor shall attach to each SOP the relevant forms and checklists necessary to implement and verify the prescribed control measures.

The Contractor shall include, as a minimum, the following SOPs in the OHSMP for the Engineer's review and approval:

- SOP 01: Explosives – Storage, Transport and use
- SOP 02: Work at Height
- SOP 03: Excavation
- SOP 04: Mobile Equipment
- SOP 05: Barricading and signs
- SOP 06: Cell Phone Use
- SOP 07: Safe Driving
- SOP 08: Drilling and Blasting
- SOP 09: Material Haulage (Loading and Unloading)
- SOP 10: Traffic Interface Planning
- SOP 11: Severe Weather
- SOP 12: Lifting and Hoisting
- SOP 13: Scaffold Erection
- SOP 14: Working Near or Over Water
- SOP 15: Illumination
- SOP 16: Ground Support
- SOP 17: Water Management - Tunneling
- SOP 18: Ventilation
- SOP 19: Fire
- SOP 20: Electrical Systems
- SOP 21: Hazardous Material Management
- SOP 22: Equipment Inspection & Maintenance
- SOP 23: First Aid
- SOP 24: Worker Welfare Facilities

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- SOP 25: Camp Management
- SOP 26: Emergency Response Plan
- SOP 27: Tunneling Operation
- SOP 28: Confined Space Entry
- SOP 29: Contractor Security Management
- SOP 30: Manual Handling
- SOP 31: Use of Compressed Air
- SOP 32: Radiation
- SOP 33: Working Near Energized Object
- SOP 34: Energy Isolation (LOTO)
- SOP 35 For hot works
- SOP 36: Fatigue management
- SOP 37: Heat and Cold stress
- SOP 38: Noise and vibration management
- SOP 39: Lone worker's safety
- SOP 40: Working in remote areas
- SOP 41: Working during monsoon / flood conditions
- SOP 42: Working around rotating equipment & machine guarding
- Others as needed

3.2.6. Emergency Evacuation Plan

The Contractor shall prepare and implement an Emergency Evacuation Plan for each work area, particularly for underground Works, in accordance with SOP 26 (Emergency Response Plan).

The Emergency Evacuation Plan shall include procedures for emergency response, evacuation, notification of emergency service organizations at the earliest opportunity, and provision of medical treatment and assistance. The Plan shall also provide for regular training, instruction, and testing of such procedures.

Emergency procedures shall be tested not less than three (3) times per calendar year, on a random basis, in consultation with the Engineer.

The Contractor shall prohibit the possession or introduction of firearms on the Site.

3.2.7. Non-Compliance Report of the OHSMP

If the Contractor fails to comply with the requirements of the OHSMP, the Employer may issue to the Contractor a Non-Compliance Report (NCR). The NCR shall state the nature of the non-compliance and the period within which the Contractor shall implement corrective or remedial measures.

If the Contractor fails to comply with the NCN within the specified period, the Employer may, without prejudice to any other rights or remedies under the Contract:

- arrange for the necessary remedial measures to be carried out at the Contractor's cost and risk;
- impose a financial penalty for each day of continued non-compliance after expiry of the rectification period, in accordance with the Contract;
- order the removal or suspension from the Site of any offending personnel; and/or

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- order the suspension of all or part of the Works or the relevant Section until satisfactory corrective action has been taken.

No extension of time shall be granted in respect of any suspension arising from the Contractor's failure to comply with an NCN. Any applicable financial penalties may be deducted from Milestone Payments or other monies due to the Contractor.

Repeated non-compliances shall be addressed in accordance with the Matrix of Consequences set out in Sub-Clause 4.9.2.

The Contractor may, prior to expiry of the rectification period, submit a reasoned request to the Engineer for amendment or modification of the NCR. Upon receipt of such request, the Employer may, at its discretion, confirm, amend, modify or withdraw the NCR.

3.3. Occupational Health and Safety Management Committee

For the purpose of implementing the OHSMP, the Contractor shall establish a duly authorized Occupational Health and Safety Committee (the "Committee"), which shall meet not less than once (1) per month under the chairmanship of the Occupational Health and Safety Officer.

The composition of the Committee shall be subject to the Engineer's approval. If, in the opinion of the Engineer, the Committee fails to perform its duties with due diligence, the Engineer may instruct the Contractor to reconstitute the Committee.

The Committee shall, inter alia:

- convene regular and special meetings as required;
- identify workplace hazards and recommend corrective and preventive measures;
- consider and respond to workers' health and safety concerns;
- assist in the development, implementation and monitoring of safe systems of work and emergency procedures;
- participate in workplace inspections;
- participate, as appropriate, in the notification, investigation and recording of incidents;
- participate in the resolution of work refusals on health and safety grounds;
- promote health and safety awareness, education and training;
- establish procedures for meetings, record-keeping, access to information and, subject to the Engineer's agreement, amendment of its constitution;
- ensure appropriate arrangements for communication, training and supervision in support of OHS policies and procedures; and
- participate in the monthly safety inspections conducted jointly with the Engineer and the Employer.

Members of the Committee shall receive adequate health and safety training to enable them to discharge their responsibilities effectively.

In determining the size and composition of the Committee, the Contractor shall take into account:

- the total number of workers;
- the number and type of trades or unions represented;
- the complexity and hazard level of the Works; and

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- the need to ensure balanced representation of management, supervisors and workers, including adequate knowledge of Site conditions, processes and practices.

3.4. OHS in Method Statement

The Contractor shall include, in each Method Statement, a dedicated OHS section. Such sections shall be based on PR02: Job Hazard Analysis and shall address the specific hazards and control measures associated with the proposed construction methodology.

Each Method Statement, including its OHS section, shall be subject to review by the Engineer's OHS Specialists in conjunction with the Engineer's technical review. No Method Statement shall be approved without the concurrence of the Engineer's OHS Specialists.

Any revision to an approved Method Statement shall likewise be submitted for review and shall require renewed concurrence from the Engineer's OHS Specialists prior to implementation.

3.5. Request for Inspection

The Contractor acknowledges that temporary structures, including scaffolding, stairs and ladders, present significant safety risks if not properly designed and constructed.

The Contractor shall submit a Request for Inspection (RFI) for all temporary structures prior to their erection and prior to commencement of the associated Works. Each RFI shall include all required technical documentation, including drawings and calculations demonstrating compliance with the specified requirements for materials, stability, strength and deflection, together with the relevant health and safety provisions.

The Engineer's technical and OHS personnel shall review and inspect the submitted documentation and the completed temporary works, as applicable, and confirm compliance with the specified technical and safety requirements prior to authorizing commencement of the related Works.

3.6. Matrix of Consequences

Non-compliances by the Contractor (Clause 4.9.2) against Employer's Instructions (Clause 3.5) will be dealt with the following consequence matrix depending on the severity of risk of environmental and health and safety aspects of the Project construction.

Category A: In case Non-compliance is observed in high-risk activities such as over water construction, work with lifting equipment (e.g., crane), installing and dismantling of scaffolds, work at height without protective measures, etc. Site Instruction shall be issued depending on the severity of risks specified below:

Level of Site Instruction	Contents	Consequence	Contractual Clause

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Level A1	Following shall be stated in Site Instruction: - Reason(s) of non-compliance - Responsible person/ position - Rectification period of 2 to 5 days - Consequence if not rectified within a specified period in the SI/EI	A warning letter will be issued to the person responsible for the work area addressing the removal of the person at the contractors' expense	GCC 4.9.2
Level A2	Following instruction shall be stated in the Engineer's Instruction: - Another rectification period of 5 days will be granted - Consequence if not rectified within the period of 5 days, depending on the severity of the risk	Payments for such work will be suspended from the next MILESTONE PAYMENT and a warning letter to be sent to the PM and the Contractor's head office.	GCC 4.9.2
Level A3	The following instruction shall be stated in the Non-Compliance Report (NCR): - Another rectification period of 5 days - Consequence if not rectified within an additional period of 5 days depending on the severity of the risk.	Such work may be suspended until rectification is confirmed in writing to the Contractor's PM and the Contractor's head office.	GCC 4.9.2

Category B: In case Engineer's Instructions and NCRs are open related to EHS of certain risk level, Instruction shall be issued depending on the severity of risks specified below:

Level of Site Instruction	Contents	Consequence	Contractual Clause
Level B1	If the number of open cases reaches 3 at the same working site, following instruction shall be stated: - Reason(s) of past open cases - Responsible person/position - Rectification period of 2 to 5 days - Consequence if not rectified within the specified period	A warning letter will be sent to the person responsible for the worksite of his potential removal if the situation does not improve. If the number of open cases rises to 5, a warning letter will be sent to Contractor's company head office. If the number of open cases rises to 8, an Instruction will be issued to remove the	GCC 8.10 GCC 8.10

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		person responsible for the worksite at the contractors' expense.	
Level B2	If the number of open cases reaches at 10 at all work sites, following instruction shall be stated in the instruction: - Notice of second rectification within a period of 7 days - Consequence if not rectified with a period of 7 days depending on the hazard risks	A warning letter will be sent to the Contractor PM of his potential removal if the situation does not improve. If the number of open cases rises to 15, an Instruction of potential removal of the Contractor's PM will be issued and the same letter will be copied to the Contractor's head office.	GCC 8.10 GCC 8.10
Level B3	Following instruction shall be issued if not rectified after the instruction at Level B2: - Another rectification period of 5 days - Consequence if not rectified with a period of 5 days depending on the severity of risks	All related works under the Contract may be suspended with sending a notice to the World Bank until all rectifications/ corrective actions are taken.	GCC 15.2

4. Payment for ES & OHS Requirements and Penalty thereof

4.1. Payment for ES and OHS Requirements

The Contractor shall ensure that the allocated amount is sufficient to cover the full cost of compliance with all ES and OHS obligations under the Contract, including the preparation, implementation, monitoring, and updating of the C-ESMP, OHSMP, and all related sub-plans; deployment of qualified ES and OHS personnel; provision of monitoring equipment and personal exposure monitoring; worker accommodation and welfare facilities; medical services; training and awareness programs; and all other measures required for effective ES and OHS implementation.

The Contractor shall be responsible for implementing all ES and OHS requirements under the Contract in accordance with its ES obligations under GC 4.18 and OHS obligations under GC 4.8. **The cost of fulfilling these obligations shall be covered within the Contractor's overall Accepted Contract Amount. No separate or additional payment shall be made for such requirements.**

The Employer draws the Contractor's attention to the fact that compliance with ES and OHS requirements constitutes a fundamental contractual obligation and not an optional performance target. Underpricing, underestimating, or omitting ES and OHS costs in the bid price shall not relieve the Contractor of its obligations under the Contract. The Contractor shall maintain adequate financial, technical, and human resources to fulfil these obligations throughout the duration of the Contract.

4.2 ES Performance Security

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In accordance with Sub-Clause 4.2 of the Particular Conditions, the Contractor shall provide an Environmental and Social (ES) Performance Security equivalent to one percent (1%) of the Accepted Contract Amount, in addition to the standard Performance Security required under Sub-Clause 4.2 of the General Conditions. The ES Performance Security shall:

- Be provided in the form of an unconditional bank guarantee from a reputable bank acceptable to the Employer, using the form provided in Section IV of the Bidding Documents;
- Be submitted within 28 days of receipt of the Letter of Acceptance;
- Remain valid throughout the Contract period and until the Engineer has issued the Performance Certificate; and
- Be replenished to its original value within 14 days of any forfeiture, partial or full.

The ES Performance Security shall be held by the Employer as security for the Contractor's compliance with ES and OHS obligations under the Contract. The Employer's right to call on the ES Performance Security is separate from and in addition to any other remedy available to the Employer under the Contract.

4.3 Non-Compliance Procedure and Penalties

The Engineer shall monitor E&S compliance throughout the Contract period through regular site inspections, review of monthly ES progress reports, and incident notifications. Non-conformances identified by the Engineer or the Employer's independent ES advisor shall be addressed through the following graduated procedure:

Step 1. Verbal Instruction: Upon identification of a non-conformance, the Engineer shall issue a verbal instruction to the Contractor's ESHS Manager requiring immediate corrective action. The Contractor shall acknowledge the instruction and commence remediation within 24 hours.

Step 2. Written Non-Conformance Notice: If the non-conformance is not remediated within the period specified in the Verbal Instruction, or if the same non-conformance recurs, the Engineer shall issue a formal written Non-Conformance Notice (NCN) classifying the non-conformance as Level I (Minor), Level II (Moderate), or Level III (Major) in accordance with the non-conformance classification system set out in Section 4.3 of the ESMP. The NCN shall specify:

- The nature and location of the non-conformance;
- The classification level (Level I, II, or III) and the basis for that classification;
- The applicable contractual, ESCP, LMP, or ESMP requirement that has been breached;
- The corrective action required; and
- The deadline for remediation, which shall not exceed:
    - 7 days for Level I (Minor) non-conformances;
    - 3 days for Level II (Moderate) non-conformances posing a potential risk to worker or community health, safety, or the environment; and
    - 48 hours for Level III (Major) non-conformances posing an immediate risk to worker or community health and safety or causing significant environmental damage.

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- The Contractor shall acknowledge receipt of the NCN within 24 hours and submit a written Corrective Action Plan to the Engineer within the remediation deadline specified in the NCN, setting out the actions taken or proposed to resolve the non-conformance and prevent recurrence. The Engineer shall verify closure of the NCN through a follow-up site inspection before formally recording the non-conformance as closed.

Step 3. Monetary Penalty: If the Contractor fails to remediate the non-conformance within the deadline specified in the written NCN, the Engineer shall notify the Employer, who shall levy monetary penalties as follows:

- **Level I (Minor) Non-Conformances:** No financial penalty shall be applied upon first issuance of a Level I NCN, provided the Contractor resolves the non-conformance within the 7-day remediation deadline. Where the same non-conformance recurs two or more times within any rolling 3-month period, or where a Level I non-conformance remains unresolved beyond the 7-day remediation deadline, a penalty of one percent (1%) of the ES Performance Security value per incident shall be applied, recovered through deduction from the next Interim Payment Certificate (IPC). A pattern of repeated Level I non-conformances — defined as three or more Level I NCNs on the same or related issue within any rolling 6-month period — shall result in automatic escalation to Level II classification for that issue.

- **Level II (Moderate) Non-Conformances:** No financial penalty shall be applied upon first occurrence of a Level II non-conformance, provided the Contractor submits a satisfactory Corrective Action Plan within 3 days and fully implements it within the remediation deadline. Where the Contractor fails to submit a Corrective Action Plan within 3 days or fails to remediate within the specified deadline, a penalty of one percent (1%) of the ES Performance Security value per incident shall be applied, recovered through deduction from the next IPC. Where the same Level II non-conformance recurs two or more times within any rolling 6-month period, the penalty shall increase to two percent (2%) of the ES Performance Security value per incident, applied immediately upon expiry of the remediation deadline without a grace period. Where a Level II non-conformance remains unresolved beyond 7 days from NCN issuance, or where three or more Level II NCNs are issued within any rolling 6-month period, the non-conformance shall be automatically escalated to Level III.

- **Level III (Major) Non-Conformances:** A financial penalty shall apply to all Level III non-conformances regardless of whether it is a first or repeated occurrence, reflecting the inherent severity of the non-conformance. The penalty shall be determined as follows:
    - Where the Contractor commences remediation within 48 hours of NCN issuance and implements an approved Corrective Action Plan within 7 days, a reduced penalty of one percent (1%) of the Contractor's monthly Interim Payment Certificate (IPC) shall apply for the month in which the non-conformance occurred;
    - Where the Contractor fails to commence remediation within 48 hours or fails to implement an approved Corrective Action Plan within 7 days of NCN issuance, the full penalty of three percent (3%) of the Contractor's monthly IPC shall apply for each month the non-conformance remains unresolved; and
    - Where a Level III non-conformance recurs, or where two or more Level III NCNs are issued within any rolling 12-month period, the full penalty of three percent (3%) of the monthly IPC shall apply immediately without a grace period, and the Employer

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shall have the right to partially forfeit the ES Performance Security in accordance with Step 5 below.

- **General Provisions Applicable to All Levels:** All penalties shall be recorded by the Engineer in the non-conformance register and notified to the Contractor in writing at the time of deduction from the IPC. The Contractor may appeal a penalty determination to the Employer within 14 days of the penalty notice, setting out in writing the grounds for appeal. The Employer's decision on the appeal shall be final, subject to the Contractor's right to refer the matter to the DAAB under Sub-Clause 21.9 of the Particular Conditions.

The levying of a monetary penalty does not relieve the Contractor of its obligation to remediate the non-conformance. Penalties and remediation obligations run concurrently, the Contractor remains liable for both until the Engineer formally closes the NCN following a satisfactory verification inspection.

Withholding of Payment and Penalty due to Occupational, Health and Safety (OHS) non-Compliances:

The Contractor shall perform and discharge all obligations relating to Occupational Health and Safety (OHS) matters in accordance with the Clause 4.8 of the Contract.

Where the Engineer issues an OHS Non-Compliance Notice (NCN) requiring corrective action within a specified and reasonable period, and the Contractor fails to close the NCN within such period, the Employer may withhold amounts from the relevant Milestone Payment in accordance with the Sub-Clause 14.6.2. If the NCN is closed within the specified period to the satisfaction of the Engineer, no amount shall be withheld.

If the NCN remains open beyond the expiry of the specified period, the amount to be withheld shall be calculated on a daily basis, as follows:

Occupational Health and Safety Non-Compliance

Penalties shall be imposed on a **per NCN per day** basis as follows:

Non-Compliance Category	Penalty
Absence of required PPE, safety signages, barricades, traffic safety measures, poor housekeeping, or waste management issues.	BTN 5,000.00 per NCN per day
Failure to prepare, implement, review, or update the OHSMP and related OHS procedures as required under the Contract.	BTN 5,000.00 per NCN per day
Failure to provide required OHS facilities, equipment, and services, including atmospheric monitoring, medical facilities, first aid, worker welfare facilities, safe transport, lighting, CCTV, and public safety measures.	BTN 5,000.00 per NCN per day
Non-deployment of Key ES and OHS Personnel as required under the Contract, including emergency, medical, safety, traffic, rescue, and supervisory personnel.	BTN 15,000.00 per NCN per day

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Non-Compliance Category	Penalty
Other major incidents, serious safety breaches, or repeated non-compliances.	As per the escalation/penalty steps stated above

If the NCN remains unclosed for a further period exceeding sixty (60) days after the initial rectification period, the accumulated withheld amount shall continue to be retained until the NCN is closed to the satisfaction of the Employer. The issuance of an NCN and/or the withholding of amounts shall not relieve the Contractor of its obligation to implement full corrective action, and the Engineer may issue further NCNs where appropriate.

Upon closure of the NCN, the Employer shall determine, based on the Engineer's evaluation of the Contractor's response and performance during the period of non-compliance, whether all or part of the withheld amount shall be certified for payment in the next applicable Milestone Payment.

The withholding of amounts under this Sub-Clause shall be without prejudice to any other rights or remedies of the Employer under the Contract.

Step 4. Suspension of Works: The Engineer reserves the right to instruct the suspension of any construction activity posing an immediate and serious risk to worker or community health and safety, or causing significant environmental damage, in accordance with Sub-Clause 8.8 of the General Conditions. Suspension shall be triggered in the following circumstances:

- Any Level III non-conformance where the Contractor fails to commence remediation within 48 hours of NCN issuance;
- Any construction activity that continues in breach of an approved C-ESMP or sub-plan where such continuation poses an immediate risk to life or the environment;
- Any two or more Level III NCNs issued within any rolling 12-month period, where the Engineer determines that the Contractor's ES management systems have systematically failed; or
- Any situation where, in the Engineer's professional judgment, continuation of the activity poses an unacceptable risk to worker or community health and safety regardless of the classification level of the associated non-conformance.

The suspension shall remain in force until the Engineer is satisfied that:

- The immediate risk has been eliminated;
- Adequate corrective measures have been implemented to the Engineer's satisfaction; and
- The Contractor has submitted and received approval for a revised Corrective Action Plan demonstrating how recurrence will be prevented.
- No additional payment or extension of time shall be granted to the Contractor for any suspension arising from ES or OHS non-compliance.

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Step 5. Forfeiture of ES Performance Security: The Employer reserves the right to forfeit a portion of the ES Performance Security in the following circumstances, consistent with the penalty framework established in Step 3:

- Upon the occurrence of three or more Level II non-conformances on the same or related issue within any rolling 6-month period that have been automatically escalated to Level III in accordance with Step 3, the Employer may forfeit a portion of the ES Performance Security equivalent to the cumulative penalties due;
- Upon any single Level III non-conformance remaining unresolved beyond 30 days of the written NCN issuance despite the application of monetary penalties under Step 3, the Employer may forfeit a portion of the ES Performance Security equivalent to three percent (3%) of its total value; and
- Upon the occurrence of two or more Level III NCNs within any rolling 12-month period, the Employer may forfeit a portion of the ES Performance Security equivalent to the cumulative Level III penalties due, in addition to any monthly IPC deductions already applied under Step 3.

The Contractor shall replenish the ES Performance Security to its original value within 14 days of any forfeiture. Failure to replenish the ES Performance Security within this period shall entitle the Employer to suspend any IPC payments until the security is restored to its full value.

The forfeiture of the ES Performance Security does not relieve the Contractor of its obligation to remediate the non-conformance, nor does it limit the Employer's right to pursue any other remedy available under the Contract including termination under Step 6.

Step 6. Termination: In cases of persistent or egregious ES or OHS non-compliance, including but not limited to a pattern of Level III non-conformances, the Employer reserves the right to terminate the Contract in accordance with Sub-Clause 15.2 of the General Conditions, or to engage a third party to implement the required ES measures at the Contractor's cost and risk.

4.3 Employee Recognition and Rewards

The Contractor shall establish and implement a system for recognizing exemplary individual and team performance in E&S and OHS matters. Such system may include:

a) formal recognition measures, including awards and certificates recorded in employee personnel files; and

b) bonus payments funded by the Contractor for exemplary E&S and OHS performance.

The Employer may, at its discretion, provide matching or additional recognition or financial rewards. Nothing in this Sub-Clause shall oblige the Employer to make any payment unless expressly confirmed in writing.

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4.4 Disciplinary Procedures

The Contractor shall ensure that its Human Resources policies and procedures, including the Staff Handbook and Worker Code of Conduct, clearly define disciplinary measures applicable to breaches of E&S and OHS requirements.

Such measures shall include graduated sanctions, up to and including dismissal, for employees who fail to comply with applicable E&S and OHS policies, processes, procedures and instructions. The Contractor shall enforce such disciplinary procedures in a fair, transparent and consistent manner.

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Contractor's Representative and Key Personnel

As far as possible, the Bidder shall ensure the continuity of its identified and approved key personnel for the entire duration of the execution of contract. In case of any unavoidable change of any key deployed personnel, the Bidder shall inform the Employer about the change well in advance and shall timely replace with Employer's consent without affecting the quality, quantity or scope of work progress. The qualification and experience of replacement personnel shall be at equivalent or higher with the approved personnel.

The Bidders shall be assessed based on the minimum key manpower readily available to be deployed for the work as per the relevancy of the qualification and experience in the required field. Relevant experience means having experience in hydropower dam, underground tunneling and powerhouse cavern works.

A: Key Personnel for Civil Works

Sl.No	Manpower Category	Unit	Total
1	Project Manager, Bachelor's Degree in Civil Engineering with relevant experience of more than 10 years served as a Project Manager for Head Race Tunnel Works for minimum of two years with reasonable work progress	Nos	1
2	Manager, Planning & Monitoring, Bachelor's Degree with relevant experience of more than 5 years	Nos	1
3	Civil Engineer, Bachelor's Degree in Civil Engineering (more than 3 years' relevant experience)/Diploma (more than 5 years of relevant experience) - At least 4 engineers to be degree holder	Nos	10
4	Mechanical Engineer, Bachelor's Degree in Mechanical Engineering (more than 3 years of relevant experience)/Diploma (more than 5 years of relevant experience) - At least two of the engineers to be degree holder	Nos	4
5	Electrical Engineer, Bachelor's Degree in Electrical Engineering (more than 3 years of relevant experience)/Diploma (more than 5 years of relevant experience) -At least one shall be degree holder	Nos	3
6	Manager, Equipment & Vehicle with Bachelor's Degree in Mechanical with relevant experience of 3 years	Nos	1
7	Geologist, Degree in Engineering Geology (more than 3 years of relevant experience)	Nos	4
8	Surveyor, Bachelor's Degree/Diploma in Surveying (more than 3/5 years of relevant experience -At least one shall be degree holder	Nos	4

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9	Quality Control & Quality Assurance Officer, Bachelor's Degree) in Civil Engineering (more than 3 years of relevant experience)/Diploma (more than 5 years of relevant experience	Nos	2
10	Work Supervisor (Civil), VTI/Class 12 Grade (more than 3 years of relevant experience)-24 Nos	Nos	24
11	Work Supervisor (Hydro Mechanical), VTI/Class 12 Grade (more than 2 years of relevant experience)	Nos	6
12	Blaster, Certified (more than 2 years of relevant experience)- 5 Nos	Nos	5
	Total		**65**

Note: Relevant experience refers to prior work involving hydropower projects dam, tunnelling and powerhouse cavern activities

B: Key Personnel for ES and OHS

SN	Position	Qty.	Qualifications and Experience
A	**Key-Personnel**		
1	ESHS Manager	1	Bachelor' degree in Environmental Science, Environmental Engineering, or related field; minimum 10 years of experience in ES management on large-scale hydropower or civil infrastructure projects. Preferably with demonstrated experience in projects funded by World Bank or other international financing institutions. Full time at site.
2	Environmental Engineer (Intermittent)	1	Degree in Environmental Engineering or Civil Engineering with environmental specialization; minimum 7 years of experience on large scale infrastructure projects; experience in tunnel drainage treatment, muck disposal design, and wastewater management systems; intermittent with minimum 6 months per year on site
3	Environmental Specialist	1	Degree in Environmental Science, Environmental Management, or related field; minimum 5 years of experience in environmental management on large civil works or hydropower projects; experience in environmental monitoring, C-ESMP implementation, and ES reporting; full-time resident on site
4	Environmental Supervisor	6	Degree or diploma in Environmental Science or Natural Resource Management; minimum 2 years of experience in environmental supervision on large civil works projects; experience in field monitoring and environmental compliance; full-time resident on site deployed across all active construction work fronts
5	OHS Officer	1	Bachelor Degree in OHS/ engineering/ environmental management. 10 years total experience and minimum 5 years of relevant work experience

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SN	Position	Qty.	Qualifications and Experience
			are required. Experience in a similar position in hydropower construction. S/He will be suitably qualified and experienced persons acceptably fluent in the English language. Certifications such as NEBOSH (National Examination Board in Occupational Safety and Health) is preferred.
6	OHS Specialist	4	Degree in Occupational Health and Safety or equivalent professional certification (e.g., NEBOSH Diploma, IOSH); 7 years total experience and minimum 3 years of experience in OHS management on large civil works projects including tunneling, underground excavation, and blasting; full-time resident on site.
7	OHS Supervisor	15	Diploma in Occupational Health and Safety or equivalent professional certification; minimum 2 years of experience in OHS supervision on civil works projects involving high-risk activities including underground works and blasting; full-time resident on site with one supervisor per active work front at all times
8	Vehicle and Equipment Assessor and Assistant	2	Degree or Diploma in Mechanical/Automotive Engineering or equivalent. Minimum 3 years' experience for Assessor and 1 years for assistant assessor in inspection of vehicles and heavy construction equipment. Familiarity with MDB-financed project OHS requirements preferred.
9	HR Officer	1	Degree in Human Resource Management, Business Administration, or related field; minimum 3 years of experience in HR management on large civil works projects; demonstrated experience in implementing labor management procedures and worker welfare programs consistent with international standards; full-time resident on site
10	Communication Officer	1	Degree in Communications, Public Relations, Journalism, or related field; minimum 3 years of experience in stakeholder communication and community engagement on large infrastructure projects; proficiency in Dzongkha preferred; full-time resident on site
11	Labour/Worker Welfare Officer	1	Degree in Social Sciences, Human Rights, or Development Studies; minimum 3 years of experience in worker welfare management on infrastructure projects with migrant labor; knowledge of Bhutanese labor laws and World Bank ESS2 requirements preferred; full-time resident on site.
12	Gender/GBV Specialist (Intermittent)	1	Degree in Gender Studies, Social Sciences, Psychology or related field; training in GBV case management; minimum 2 years of experience in GBV prevention and response; familiarity with survivor-centered approaches and referral pathways; intermittent with minimum presence during peak labor influx periods.
13	Biodiversity Specialist (Intermittent)	1	Degree in Biology, Ecology, or Conservation Science; minimum 5 years of experience in biodiversity management on civil works projects in ecologically sensitive areas; familiarity with the project BMP and

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SN	Position	Qty.	Qualifications and Experience
			applicable national and international biodiversity standards; intermittent with presence required during clearing, excavation, and reservoir impoundment activities.
14	Medical Doctor	2	Medical degree (MBBS or equivalent) registered with the Medical and Health Professionals Council of Bhutan relevant medical authority; Basic Life Support (BLS) and Advanced Trauma Life Support (ATLS) certification; minimum 3 years of clinical practice; experience in occupational health or remote site medical services preferred; full-time resident on site ensuring 24-hour medical coverage
15	Nurse/ Medical Health Technician	3	Nursing degree or diploma registered with the relevant nursing authority; BLS certification; minimum 2 years of clinical nursing experience; experience in occupational health or remote site medical services preferred; full-time resident on site ensuring 24-hour coverage across all major work sites and labor camps
16	Emergency Coordinator	1	Bachelor's Degree in Engineering, Occupational Health & Safety, Disaster Management, or related field. Minimum 5 years' experience in large infrastructure projects, with at least 2 years in hydropower, underground works, or tunneling. Demonstrated experience in emergency management and crisis coordination. Familiarity with underground construction risks (rockfall, inrush, blasting incidents, confined space) and knowledge of World Bank ESF and WBG EHS Guidelines preferred.
17	Emergency Medical Professional (Site Medic / Paramedic)	2	Degree/Diploma in Nursing or Paramedicine. Registered with national medical authority. Minimum 2 years' experience in trauma or emergency care. Experience in remote or construction project sites preferred.
18	Field Emergency Professional (Underground Rescue Officer)	2	Diploma/Certificate in Fire & Rescue, Industrial Safety, or equivalent with minimum 2 years' experience in underground works, mining, or tunnelling, and physically fit and medically certified for confined space operations.
B	**Non-Key Personnel**		
19	Firefighters	2	Higher Secondary Certificate (Class XII) plus a diploma, or equivalent in-service qualification. Training in Basic and Advanced Fire Fighting and Rescue Operations and specialized fire rescue training.
20	First Responders (Certified in First Aid and CPR)	5	Certified in First Aid and CPR from Red Crescent/Cross or other institutions.
21	Entry Supervisor	2	Higher Secondary Certificate (Class XII) with Confined Space Entry training and experience

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SN	Position	Qty.	Qualifications and Experience
22	Flagman	10	High school education, along with basic literacy and safety awareness. Preferred experience includes 1-2 years in construction or traffic control, supported by training in traffic flagging, OHS, and first aid.

Note:

i. Resumes of all Key Personnel (SN 1-17) shall be submitted in accordance with Form PER-1 and Form PER-2.

ii. For Non-Key Personnel (SN 18-22), where all personnel cannot be identified at the bidding stage, the bidder can choose to submit an undertaking confirming that such personnel will be mobilized if the bid is successful.

iii. The numbers of Key and Non-Key Personnel mentioned above are the minimum requirement. The Contractor/Sub-contractor shall increase the numbers proportionately based on the ratio of workforce (for instance HR, Labour Officer, Medical Staff, etc.) and work requirements.

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Key Equipment and Machineries

The Bidder shall be assessed based on their readily available equipment to be deployed for the work and the completed life of equipment should not be more than 50% at the time of submission of RFQ proposal (life of equipment as per CWC guideline).

Sl. No.	Equipment	Unit	Minimum Requirement
1	Hydraulic Drilling Jumbo (2 boom with basket)	No.	1
2	Hydraulic drill ROC/IR	No.	2
3	Excavator (1.6 to 3.0m^3)	No.	4
4	Bulldozer (D80 or equivalent)	No.	1
5	Loader (more than 2.1 m^3)	No.	2
6	Dumper 20 T or more carrying capacity	No.	3
7	Telescopic Ring Handler	No.	4
8	Electric air compressor (380 cfm or more)	No.	3
9	Aggregate Crushing Plant (200 TPH)	No.	1
10	Batching plant 60 cum/hr or more	No.	2
11	Transit Mixers 6 m3	No.	2
12	Concrete pump 50 m3/hr	No.	4
13	Robotic Wet Shotcrete Machine	No.	1
14	Dewatering pump (up to 10 HP)	No.	4
15	DG Set 500 kVA	No.	4

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Drawings

The Drawings are at **Annexure 7.**

Part 3 – Conditions of Contract and Contract Forms

Section VIII- General Conditions (GC)

Red Book:

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The Conditions of Contract are the "General Conditions" which form part of the "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer ("Red book") Second edition 2017, reprinted 2022 with amendments" published by the Federation Internationale Des Ingenieurs – Conseils (FIDIC) and the following "Particular Conditions" which comprise of the World Bank's COPA and the amendments and additions to such General Conditions.

An original copy of the above FIDIC publication i.e., "Conditions of Contract for Building and Engineering Works Designed by the Employer" must be obtained from FIDIC.

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Section IX- Particular Conditions

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

Particular Conditions Part A – Contract Data

Conditions	Sub-Clause	Data
Where the Contract allows for Cost Plus Profit, percentage profit to be added to the Cost	1.1.20	10% (Ten Percent) each for Profit and Overheads
Defects Notification Period	1.1.27	36 months
Employer's name and address	1.1.31	Dorjilung Hydro Power Limited (DHPL), Gyalpoizhing, Mongar, Bhutan
Engineer's name and address	1.1.35	To be decided at the time of signing the Contract
Sections (Parts of the Works)	1.1.73	Not Applicable
Site	1.1.74	Dorjilung Hydroelectric Power Project (DHPP), Mongar, Bhutan
Tender	1.1.81	Tender is synonymous with the Bid
Time for Completion	1.1.84	1527 days including the mobilization period
Electronic transmission system	1.3 (a) (ii)	Electronic mail
Address of Employer for communications:	1.3(d)	TBD
Address of Engineer for communications:	1.3(d)	TBD
Address of Contractor for communications:	1.3(d)	TBD
Governing Law	1.4	Laws of Kingdom of Bhutan
Ruling language	1.4	English
Language for communications	1.4	English
Time for the Parties to sign a Contract Agreement	1.6	Within 28 days after issuance of the Letter of Acceptance
Number of additional paper copies of Contractor's Documents	1.8	1 (one)
Right of Access to the Site	2.1	No later than the Commencement Date
Employer's Financial Arrangements	2.4	The project financing shall be 70:30 debt-equity ratio basis.
Engineer's Duties and Authority	3.2	Variations resulting in an increase of the Accepted Contract Amount shall require written consent of the Employer
Performance Security	4.2	The Performance Security will be in the form of an *"unconditional demand bank guarantee"* in the amount of 10% of the Accepted Contract Amount. Two separate Performance Security shall be furnished, i.e.

Conditions	Sub-Clause	Data
		9% Performance Security against the work and 1% for Environmental and Social (ES) Performance.
Period of payment for temporary utilities	4.19	Responsibility of the Contractor to pay the bills as per the deadline of service provider.
Number of additional paper copies of progress reports	4.20	1 hard copy along with an electronic copy of monthly progress reports
Maximum allowable accumulated value of work subcontracted (as a percentage of the Accepted Contract Amount)	5.1(a)	As per the discretion of the Employer/Engineer.
Parts of the Works for which subcontracting is not permitted	5.1(b)	As per the discretion of the Employer/Engineer
Engagement of Staff and Labour	6.1	The Contractor shall allocate not less than 30% of the total labour cost under the contract to the employment of local Contractor's Personnel (local labour) with appropriate skills and experience.
Normal working hours	6.5	24 hours a day by shifts
Number of additional paper copies of program	8.3	One hard copy, along with an electronic copy.
Delay damages payable for each week of delay	8.8	0.35% per week
Maximum amount of delay damages	8.8	10% of the Contract Price
Percentage profit	12.3	As stated under 1.1.20 above
Number of additional paper copies of Statements	14.3(b)	One hard copy along with electronic copy
Percentage of retention	14.3(iii)	5% of IPC
Limit of Retention Money	14.3(iii)	5% of Contract Price
Minimum Amount of Interim Payment Certificates	14.6.2	0.5% of the Accepted Contract Amount
Period of payment of Advance Payment to the Contractor	14.7(a)	Within 28 days after receipt of unconditional demand Bank Guarantee by the Employer
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.6 (interim Payment)	14.7b(i)	Within 42 days after receiving the certification from the Engineer.

Conditions	Sub-Clause	Data
Period for the Employer to make interim payments to the Contractor under Sub-Clause 14.13 (Final Payment)	14.7b(ii)	Within 56 days after receiving the certification from the Engineer.
Period for the Employer to make final payment to the Contractor	14.7(c)	Within 84 days after receiving performance certificate.
Financing charges for delayed payment	14.8(a)	6% per annum (simple interest)
Number of additional paper copies of draft Final Statement	14.11.1(b)	One hard copy along with electronic copy.
Currencies for payment of Contract Price	14.15	BTN and INR. The requirement of convertible currencies for procurement of HM components and Equipment shall be facilitated by the Employer. The risk of exchange rates shall be borne by the Contractor.
Forces of nature, the risks of which are allocated to the Employer/Owner and Contractor	17.2(d)	Employer/Owner: Construction All Risks Insurance Policy including Third Party Liability. Contractor: Apart from All Risks Insurance Policy including Third Party Liability taken by Employer/Owner, all other relevant insurance required for the Project.
Insurance	19	The insurance requirement for both the Employer/Owner and Contractor is given in Particular Conditions Part B-Special Provisions
Time for appointment of DAAB member (s)	21.1	Within 42 days from the date of notification for a request for appointment of DAAB member by either party
The DAAB shall be comprised of	21.1	Three (3) Members
List of proposed members of DAAB	21.1	To be confirmed within 14 days from the date of notification for a request for appointment of DAAB member by the either party.
Arbitration	21.6	The dispute shall be referred to the Alternative Dispute Resolution Centre (ADRC) for final resolution. The place of arbitration shall be: Thimphu, Bhutan.

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Table: Summary of Sections (if any)

*These percentages shall also be applied to each half of the Retention Money under Sub-Clause 14.9

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Particular Conditions Part B- Special Provisions

Sub-Clause 1.1.19 Cost	*Replace Sub-Clause 1.1.19 as under:* "Cost" means all expenditure reasonably incurred (or to be incurred) by the Contractor in performing the Contract, whether on or off the site including taxes but excluding overhead, similar charges and any allowance for profit. Where the Contractor is entitled under Sub-Clause of these conditions to the payment of Cost, it shall be added to the Contract Price.
Sub-Clause 1.1.35 Engineer	The word "Engineer" is synonymous with the "Engineer In-charge (EIC)."
Sub-Clause 1.1.36 Engineer's Representative	The word "Engineer's Representative" is synonymous with "Engineer In-charge (EIC)'s Representative."
Sub-Clause 1.1.49 Laws	*The Sub-Clause is replaced with:* "**Laws**" means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority."
Sub-Clause 1.1.52 Local Currency	*At the end of Sub-Clause 1.1.52, insert:* The local currency of Bhutan is "Ngultrum". Acronym for Ngultrum is "Nu." or "BTN".
Sub-Clause 1.1.74 Site	*The Sub-Clause is replaced with:* "**Site**" means the places where the Permanent Works are to be executed, including storage, and working area, and to which Plant and Materials are to be delivered, and any other places specified in the Contract as forming part of the Site."
Sub-Clause 1.1.76 Specification	*At the end of Sub-Clause 1.1.76, insert:* The word "Specification" is synonymous with "Technical Specifications."
Sub-Clause 1.1.81	*At the end of Sub-Clause 1.1.81, insert:* The word "Tender" is synonymous with "Bid."
Sub-Clause 1.1.85 Unforeseeable	*Delete 1.1.85 and substitute by the following:* "Unforeseeable means not reasonably foreseeable physical ground conditions by an experienced Contractor. This shall not include conditions other than ground conditions."
Sub-Clause 1.1.89 to 1.1.92 are added after Sub-Clause 1.1.88	
Sub-Clause 1.1.89 E&S	"**E&S**" means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)). The abbreviation "E&S" is synonymous with the "ES"
Sub-Clause 1.1.90 Sexual Exploitation and Abuse (SEA), and	"**Sexual Exploitation and Abuse" "(SEA)"** means the following: **Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Harassment (SH)	**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and **"Sexual Harassment" "(SH)"** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel. **"SEA/SH Prevention and Response Obligations"** means the Contractor's obligations in regard to the prevention of and response to SEA/SH as set forth in Sub-Clauses 4.1, 4.20, 4.25, 5.1, 6.9, 6.24, and 6.25.
Sub-Clause 1.1.91 Occupational and Community Health and Safety (OCHS)	"**OCHS**" means Occupational and Community Health and Safety (OCHS).
Sub-Clause 1.1.92 Other Definitions	1.1.92(i) "Milestone" means a part of the Plant and/ or a part of the Works stated in the Particular Conditions Part B- Special Provisions as a Milestone, which is to be completed by the time for completion stated in Sub-Clause 4.29(Milestones) but is not to be taken over by the Employer after completion. 1.1.92(ii) "Integrity Pact" means the Pact signed between the Employer and Contractor committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the Tender/Contract. 1.1.92(iii) "RGoB" means the Royal Government of Bhutan. 1.1.92(iv) "DHPL" means Dorjilung Hydro Power Limited hereinafter referred to as the Employer. 1.1.92(v) "Milestone Certificate" means the certificate issued by the Engineer under Sub-Clause 4.29 (Milestones)
Sub-Clause 1.2 Interpretation	*Sub-paragraph (a) is replaced with the following:* (a) "Words indicating one gender include all genders; "he/she" is replaced with:" it;" "him/her" is replaced with "it;" "his" and "his/her" are replaced with: "it's;" "himself/herself" are replaced with: "itself"." Further, "and" is deleted from the end of sub-paragraph (i) and added at the end of sub-paragraph (j). sub-paragraph (k) is added: (k) "The word "tender" is synonymous with "bid" or "proposal," the word tenderer with "bidder" or "proposer" and the words "tender documents" with "request for bids documents" or "request for proposal documents," as applicable."

	At the end of Sub-Clause 1.2, add: In these Conditions, provisions relating to the expression "Cost Plus Profit" for example in GCC Clause 1.9, 1.13, 2.1, 4.6, 4.7, 7.4, 8.10, 10.2,10.3, 11.7, 11.8, 16.1, 16.2, 16,3 and 17.2, the term Plus Profit shall be taken as nil and accordingly the words "Cost Plus Profit" shall be substituted by the word "Cost."
Sub-Clause 1.5 Priority of Documents	*Substitute the documents listed from (a) to (k) in Sub-Clause 1.5 by:* (a) the Contract Agreement; (b) the Minutes of Negotiation, if any; (c) the Letter of Acceptance; (d) the amendments and clarifications (if any) (e) Letter of Tender; (f) the Particular Conditions Part A - Contract Data; (g) the Particular Conditions Part B - Special Provisions (h) these General Conditions; (i) the Technical Specifications; (j) the Tender Drawings; (k) the Bill of Quantities; (l) the Information for Bidders; (m) the Particular Conditions Part C- Fraud and Corruption; (n) the Particular Conditions Part D- Environmental and Social (ES) Metrics for Progress Reports; (o) Particular Conditions- Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors;
Sub-Clause 1.6 Contract Agreement	*The last paragraph is replaced with:* "If the Contractor comprises a JV, the authorised representative of the JV shall sign the Contract Agreement in accordance with Sub-Clause 1.14 *[Joint and Several Liability]*."
Sub-Clause 1.7 Assignment	Delete the word "the whole or" from 1st sentence and from 1st line of para (a) of the sub clause.
Sub-Clause 1.9 Delayed Drawings or Instructions	*At the end of first paragraph of Sub-Clause 1.9, insert:* The reasonable time between notice and requirement of drawing(s) shall not be more than 28 days. *At the end of second paragraph, insert:* "The reasonable time for the Engineer to issue the drawings or instructions shall be 28 days after the receipt of notification from the Contractor."
Sub-Clause 1.12 Confidentiality	*At the end of Sub-Clause 1.12, insert:* The Contractor shall not disclose any details of drawings furnished to him and information on Works, to any person(s), without the prior approval of the Engineer in writing. No photograph of the Works or any part thereof or equipment deployed thereon shall be taken or permitted by the Contractor to be taken by any of his employees or any employees of his Sub-Contractors without the prior approval of the Engineer in writing and no such photographs shall be published or otherwise circulated without the approval of the Engineer in writing.
Sub-Clause 1.17 Inspections & Audit by the Bank	*The following Sub-Clause is added after Sub-Clause 1.16:* "Pursuant to paragraph 2.2 e. of Particular Conditions - Part C- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers,

<table>
<tr><td></td><td>suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 15.8 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures)."</td></tr>
<tr><td>Sub-Clause 2.4 Employer's Financial Arrangements</td><td>The project financing shall be 70:30 debt-equity ratio basis. The 70% debt portion shall be raised through debt financing by the World Bank Group while the 30% equity shall be from the contribution by shareholders i.e Druk Green Power Corporation Limited (DGPC), Bhutan and Tata Power Company Limited (TPCL), India and in the ratio of 60:40.</td></tr>
<tr><td>Sub-Clause 2.5 Site Data and Items of Reference</td><td>Replace 1st para of the Sub-Clause 2.5 as under:
The Employer have made available the required information like Site conditions including access to the site, existing and required roads and other means of transport/communication for use by them in connection with the Works; requirement and availability of land and other facilities for their enabling works, colonies, stores and workshops etc. under the Section VII-Works Requirement.</td></tr>
<tr><td>Sub-Clause 2.6 Employer-Supplied Materials and Employer's Equipment</td><td>Delete Sub-Clause 2.6 and replace with the following:
The Employer shall provide the construction equipment listed below to the Contractor at the time of mobilization.

The Employer will hand over the ownership and full responsibility for the custody, care, operation, maintenance, insurance, and safekeeping of the equipment. The Contractor shall be deemed to have examined all provisions relating to such equipment and to have allowed in the Contract Rates and Prices including all risks, liabilities, and obligations arising out of or in connection with the receipt, ownership, and use thereof.

The equipment shall remain hypothecated to DHPL until the full amount is recovered from the Contractor.

Note: In the event, there is a difference between the landed cost indicated below and the actual costs incurred by the Employers, such difference shall be the responsibility of the Employer.
<table>
<tr><th>SN</th><th>Equipment</th><th>Unit</th><th>Qty.</th><th>Unit Rate (BTN)</th><th>Amount</th></tr>
<tr><td>1</td><td>Two Boom Drill Jumbo with Basket</td><td>No.</td><td>3</td><td>44,383,500.00</td><td>133,150,500.00</td></tr>
<tr><td>2</td><td>Side Tilt Loader-2.1 cum bucket</td><td>No.</td><td>3</td><td>6,652,761.43</td><td>19,958,284.29</td></tr>
<tr><td>3</td><td>Wet Shotcrete Machine with robotic arm-30 cum/hr</td><td>No.</td><td>3</td><td>21,100,000.00</td><td>63,300,000.00</td></tr>
<tr><td>4</td><td>Dumper-25-ton payload capacity</td><td>No.</td><td>12</td><td>3,983,979.14</td><td>47,807,749.68</td></tr>
<tr><td>5</td><td>Batching Plant (30 m3/hr)</td><td>No.</td><td>2</td><td>4,892,500.00</td><td>9,785,000.00</td></tr>
<tr><td>6</td><td>Transit Mixer (6 cum concrete capacity)</td><td>No.</td><td>6</td><td>4,747,557.52</td><td>28,485,345.12</td></tr>
<tr><td>7</td><td>Air Compressor (Electric)-maximum 500 cfm</td><td>No.</td><td>1</td><td>2,893,275.00</td><td>2,893,275.00</td></tr>
</table></td></tr>
</table>

Sub-Clause 2.7 Employer Provided Minimum Contractor's Construction Facilities

In addition to land provided for the setting-up of Contractor's own Construction Facilities, Employer shall be providing the following minimal facilities to the Contractor on cost recovery basis:

1. Temporary Plywood Residential Facilities at CCF-2

The following bare minimum residential facilities to enhance the mobilization process shall be provided by the Employer to Contractor post completion of the Pre-Construction Package-I works on cost recovery basis. The cost of the facilities has been indicated as (-ve) line item in BoQ which shall be adjusted against the line item rates.

S N	Description	Location	No. of Blocks	Capacity (Person/ Block)	Total Capacity (No. of user)	Plinth/ Floor Area (sq.m)	Asset Value (Nu.)
1	Labour Camp, 6 rooms in one block	Rewan	2	24	48	259.2 (27 x 4.8 x 2)	2,630,254.10
	Labour Camp, 4 rooms in one block	Rewan	6	16	96	518.40 (18 x 4.8 x 6)	5,260,508.19
2	Labour Mess, Open Hall	Rewan	1	144	144	132 (16.5x 8)	1,339,481.25
3	Bathroom/ Toilet, 15 Bathrooms & 15 Toilets	Rewan	3	48	144	148.10 (9.35x5.28x3)	1,502,958.85
4	Officer Accommodation, 3 rooms in one block	Rewan	2	3	6	146.3 (13.3x5.5 x 2)	1,484,591.72
Total							**12,217,794.11**

The Contractor shall pay utility charges as per actual in connection available with the facilities and installation of any additional amenities required.

Repair and maintenance shall be in the scope of the Contractor during the period of occupancy.

1. Pre-fab Structure Residential Facilities at CCF-1 & CCF-2

In addition to the temporary Plywood Residential Facilities, the following Pre-fab Structure Residential Facilities shall be provided by the Employer to Contractor on cost recovery basis within 6 months in phase wise manner from the date of signing of the Contract Agreement.. The cost of the facilities has been indicated as (-ve) line item in BoQ which shall be adjusted against the line item rates.

S N	Description	Location	No. of Blocks	Capacity (Person/ Block)	Total Capacity (No. of user)	Plinth Area (sq.m)	Value of Asset (Nu.)
1	Labour Camp (G+1), 24 rooms in one bloc	CCF-1	8	48	384	2,832.00 (29.5 x 6 x 8 x 2)	41,481,513.72
2	Labour Mess - Open Hal	CCF-1	2	144	288	240.00 (20 x 12)	7,271,983.35
3	Bathroom/Toilet, 17 Bathroom & 17 Toilets	CCF-1	2	34	68		10,370,378.43

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	<table><tr><td>4</td><td>Officer Accommodation (G), Open Hall</td><td>CCF-2</td><td>3</td><td>6</td><td>18</td><td>379.98 (21.11 x 18)</td><td>11,137,567.47</td></tr><tr><td>4</td><td>Officer Accommodation (G)</td><td>CCF-2</td><td>3</td><td>6</td><td>18</td><td>379.98 (21.11 x 18)</td><td>11,137,567.47</td></tr><tr><td>6</td><td>Office (Type-1)</td><td>CCF-1</td><td>1</td><td></td><td></td><td>65.58 (8.915X7.356)</td><td>2,297,602.23</td></tr><tr><td colspan="7">Total</td><td>75,985,670.53</td></tr></table> The cost of the facilities shall be recovered from the Contractor on a pro rata basis through the Interim Payment Certificates (IPCs) like any other advances. Accordingly, the Contractor shall include these costs in the rates of the relevant items. Any difference between the disclosed costs and the actual construction costs shall be borne by the Employer.
Sub-Clause 2.8 SEA/SH Conference	*The following new Sub-Clause is added:* "The Employer shall organize and run a SEA/SH orientation conference prior to the commencement of any physical work. The SEA/SH orientation conference shall be attended by the Contractor, its Subcontractors, the Engineer, and all other relevant persons. The objective of the SEA/SH orientation conference shall be to ensure a common understanding of all SEA contractual requirements and remedies, including those available under Sub-Clause 21.9 [*SEA/SH Referrals*] and Sub-Clause 21.11 [*Bank's disqualification of the Contractor and its Subcontractor/s*]."
Sub-Clause 3.1 The Engineer	*The following is added at the end of the first sub-paragraph:* "The Engineer's staff shall include suitably qualified engineers and other professionals who are competent to carry out assigned duties."
Sub-Clause 3.2 Engineer's Duties and Authority	*At the end of Sub-Clause 3.1, insert:* The Engineer shall obtain specific approval of the Employer before taking action under the following Sub-Clauses of GCC and these Conditions: (a) consenting to the subletting of any part of the Works under Sub-Clause 5.1; (b) determining an extension of Time for Completion under Sub-Clause 8.5; (c) Sub-Clause 4.12: Agreeing or determining an extension of Time for Completion and/or additional Cost; (d) Sub-Clause 12.3: Valuation of the Works; (e) Sub-Clause 13.1: Right to Vary- variation by instruction except; (i) in an emergency situation as determined by the Engineer, or (ii) 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 responsibilities 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. Replace 1st paragraph of Sub-Clause 3.2 as under:

	(f) Sub-Clause 13.2 (Value Engineering): stating consent or otherwise to a value engineering proposal submitted by the Contractor in accordance with Sub-Clause 13.2.
Sub-Clause 3.3 Engineer's Representative	*The following is added at the end of Sub-Clause 3.3:* "The Engineer shall obtain the consent of the Employer before appointing or replacing an Engineer's Representative."
Sub-Clause 3.4 Delegation by the Engineer	*The following is added at the end of the second paragraph:* "If any assistants are not fluent in this language, the Engineer shall make competent interpreters available during all working hours, in a number sufficient for those assistants to properly perform their assigned duties and/or exercise their delegated authority."
Sub-Clause 3.6 Replacement of the Engineer	*In the first paragraph, "42 days" is replaced with: "21 days";* *In the third paragraph, "shall" is replaced with: "should."*
Sub-Clause 4.1 Contractor's General Obligations	*The following is inserted after the paragraph "The Contractor shall execute the Works…":* "The Contractor shall not post and shall ensure that its Subcontractors/ suppliers/ manufacturers and Contractors' Personnel shall not post, any signage on the Site, or in any other place where the Works will be carried out, except such signage as is required under the Contract, including by the Laws of the Country, or has been approved by the Employer. For the purposes of this sub-clause, signage shall include, inter alia, flags, billboards, advertising materials and any other similar item separately posted on the Site." *The following is inserted after the paragraph "The Contractor shall, whenever required by the Engineer...":* "The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Engineer gives a Notice of No-objection to the Contractor, a Notice that shall not be unreasonably delayed, to the measures the Contractor proposes to manage the environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit to the Engineer for Review any additional MSIPs as are necessary to manage the E&S risks and impacts of ongoing Works (e.g., excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). Together with the MSIPs submitted at Bid stage and developed into site-specific plans post-award, all MSIPs collectively constitute the Contractor's Environmental and Social Management Plan (C-ESMP). These MSIPs collectively comprise the Contractor's Environmental and Social Management Framework (C-ESMF). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months) throughout the construction period, and update whenever there is a material change in the Works, the construction programme, site

	conditions, or the ES risk profile of the Project, or whenever so instructed by the Engineer as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review. Pursuant to Sub-Clause 4.4.1, the Contractor shall prepare and implement the approved OHSMP and shall maintain it in force for the duration of the Contract. The OHSMP shall be a living document and shall be reviewed and updated as necessary, including but not limited to the following circumstances: (a) changes in the scope of the Works; (b) six-monthly periodic review; (c) changes in construction methods or site conditions; (d) following any significant OHS hazard or major accident, or when instructed by the Engineer; and (e) at completion of the Project for lessons learned. The Contractor's OHS Officer shall be responsible for such review and updates. The C-ESMP and OHSMP shall be part of the Contractor's Documents. The procedures for Review of the C-ESMP and its updates shall be as described in Sub-Clause 4.4.1 *[Preparation and Review]."* *The following is added as (g); (g) and (h) of the Sub-Clause are then renumbered as (h) and (i) respectively. "if so stated in the Specification, the Contractor shall:* (i) design structural elements of the Works taking into account climate change considerations; (ii) apply the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; (iii) consider the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events; and (iv) any other requirement stated in the Specification." *The following is added at the end of the Sub-Clause:* "The Contractor shall provide relevant contract-related information, as the Employer and/or Engineer may reasonably request to conduct Stakeholder engagements. "Stakeholder" refers to individuals or groups who: (i) are affected or likely to be affected by the Contract; and (ii) may have an interest in the Contract. The Contractor shall also directly participate in Stakeholder engagements, as the Employer and/or Engineer may reasonably request. Pursuant to the Contract Data, the Contractor, including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in

	connection with the Contract. Without limiting the foregoing, the Contractor, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract." *At the end of second paragraph of Sub-Clause 4.1, insert:* "The Contractor shall make his own arrangements for the supply of all materials and consumables necessary for the execution of the Works. The Contractor shall ensure availability of adequate quantity of materials at site. He shall keep sufficient stock of P.O.L and key construction materials to cater to the requirement of next one month at site at any point of time, so that any disruption or delay in availability of these materials shall not affect the progress of the Works." Following the signing of the Contract Agreement, the Contractor shall compile, reproduce, organize, and bind all documents forming the Contract into complete and indexed sets. The Contractor shall submit **10 (ten)** complete bound sets of the Contract documents to the Employer within **14 days** after the signing of the Contract Agreement, or within such other period as may be agreed. Each set shall be clearly indexed, labeled, and arranged in a logical and consistent order to facilitate reference and use. All costs associated with the compilation, reproduction, printing, and binding of the Contract documents shall be deemed to be included in the Accepted Contract Amount.
Sub-Clause 4.2 Performance Security and E&S Performance Security	*The first paragraph is replaced with:* "The Contractor shall obtain a Performance Security and the E&S Performance Security for proper performance and for compliance with the Contractor's ES and OHS obligations, in the amounts stated in the Contract Data and denominated in the currency(ies) of the Contract."
Sub-Clause 4.2.1 Contractor's obligations	*The first paragraph is replaced with:* "The Contractor shall deliver the Performance Security and E&S Performance Security to the Employer within 28 days after issuance of the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security and the E&S Performance Security will be issued by any Financial Institution of Bhutan or any acceptable foreign Bank through a corresponding financial institution in Bhutan to make it enforceable.

	The Performance Security and E&S Performance Security shall be, as stipulated in the Contract Data, and shall be in accordance with the Forms included in the Request for Bids for the subject contract." *Insert the following after Sub-Clause 4.2.1(a):* "At the Engineer's written request, the Contractor shall promptly increase the value of the initial Performance Security by the same percentage. Alternatively, the Employer may deduct an equivalent amount from the Interim Payment due to the Contractor, subject to the Contractor furnishing a Bank Guarantee for an equivalent amount valid until 30 days after the Defects Notification Period;"
Sub-Clause 4.2.2 Claims under the Performance Security & ES Performance Security	Sub-Clause 4.2.2 - 'Claims under the Performance Security' is replaced with 'Claims under the Performance Security & ES Performance Security' *After the Sub-Clause 4.2.2(e), insert additional Sub-clause as (f) as under:* Failure on the part of the Contractor to comply with the C-ESMP and C-OHSMP requirements agreed by both parties, the Employer reserves the right to levy the penalty and recover equivalent to one percent (1%) of the ES Performance Security per incident as stipulated under Section VII-Works Requirements.
Sub-Clause 4.2.3 Return of the Performance Security & ES Performance Security	Sub-Clause 4.2.3 - "Return of the Performance Security" is replaced with "Claims under the Performance Security and E&S Performance Security". In sub-paragraph (a) "21 days" is replaced with: "28 days".
Sub-Clause 4.3 Contractor's Representative	*The following is added at the end of the last paragraph:* "If any of these persons is not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."
Sub-Clause 4.6 Co-operation	*The following is added after the first paragraph:* "The Contractor shall also, as stated in the Specification or as instructed by the Engineer, cooperate with and allow appropriate opportunities for the Employer's personnel to conduct any environmental and social assessment."
Sub-Clause 4.8 Health and Safety Obligations	Health and Safety Obligations is replaced with Occupational Health and Management Plan. The following are included after deleting "and" at the end of (f) and replacing "." with ";" at the end of (g):" (h) provide health and safety training of Contractor's Personnel as appropriate and maintain training records; (i) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, and provision of personal protective equipment without expense to the Contractor's Personnel; (j) put in place workplace processes for Contractor's personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work

	situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health; (k) Contractor's personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal; (l) subject to Sub-Clause 4.6, collaborate with the entities and Personnel under paragraph (a), (b) and (c) of Sub-Clause 4.6, in applying the health and safety requirements. This is without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and (m) establish and implement a system for regular (monthly) review of health and safety performance and the working environment. The second and third paragraphs are replaced with the following: "Subject to Sub-Clause 4.1, the Contractor shall submit to the Engineer for Review an Occupational Health and Safety Management Plan (OHSMP) which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The procedures for Review of the health and safety manual and its updates shall be as described in Sub-Clause 4.4.1 *[Preparation and Review]*. The OHSMP Health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws. The OHSMP Health and safety manual shall set out all the health and safety requirements under the Contract, (a) which shall include at a minimum: (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents; (ii) details of the training to be provided, records to be kept; (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e., an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);

	(iv) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases, (v) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-related labour; (vi) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with Sub-Clause 6.6; and (b) any other requirements stated in the Specification." *The paragraph starting with:* "In addition to the reporting requirement of…" is deleted and replaced with "the addition to GC Sub-Clause 4.20 in Sub-Clause 4.20 of the Special Provisions." The Contractor shall establish and maintain fully equipped medical facilities at the main construction camp and at each major work site, staffed by the minimum OHS Key Personnel specified in Section VII — Works Requirements, including Medical Doctors and Nurses on a full-time basis ensuring 24-hour medical coverage. A minimum of 2 fully equipped ambulances acceptable to the Employer shall be deployed on site at all times. The Contractor shall establish and maintain a formal referral arrangement with the nearest district hospital in Mongar, confirmed in writing to the Engineer within 30 days of the Commencement Date. One (1) First Aid station at or close to the areas of the Site where most of the work is being carried out. The First Aid station shall be suitably equipped with medical supplies and staffed during all Site working periods by competent medical orderlies who shall have direct voice communication with an approved medical hospital in Mongar, and shall be assisted as required by some of the Contractor's employees with first aid qualification. The First Aid station shall serve for the other smaller contractors and their sub-contractors, provided that all expenses for the first aid services will be borne by the relevant other contractors.
Sub-Clause 4.11 Sufficiency of the Accepted Contract Amount	*At the end of Sub-Clause 4.11, insert:* The items of the works described in the Bill of Quantities (BOQ) for which no rate and price have been entered in the Contract shall be considered (up to 130% of the quantities provided in BOQ) as included in other rates and prices in the Contract and will not be paid separately by the Employer. However, if the executed quantities for such items exceeds BOQ quantity, the rate for the quantities beyond BOQ shall be paid at the rates worked out as per Sub-Clause 12.3[Valuation of the Works] notwithstanding condition (b) of Sub-Clause 12.3

Sub-Clause 4.15 Access Route	*The following is added at the end of Sub-Clause 4.15:* "The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party, associated with the use of, if any, Contractor's Equipment on public roads or other public infrastructure. The Contractor shall monitor road safety incidents and accidents to identify negative safety issues and establish and implement necessary measures to resolve them."
Sub-Clause 4.16 Transportation of Goods	*At the end of Sub-Clause 4.16, add:* The Contractor shall give preference to Bhutanese for transportation of Goods for the project. In the event, the Contractor is not able to obtain such service from Bhutanese Provider, the contractor shall show proof of adequate efforts made for such recruitment. If it is found necessary for the Contractor to move one or more loads of Goods over roads, highways, bridges on which such oversized and overweight items are not normally allowed to be moved, the Contractor shall obtain prior permission from the concerned authorities. The contractor shall be responsible for maintenance and repair of access roads to the work sites handed over by the Employer during the entire construction period for which payments shall be regulated as per relevant BoQ items. Project Roads constructed by Employer will be provided with GSB and Roads will be handed over to the Contractor on 'as is where is basis' and will be maintained in good condition by the Contractor till the completion of the Works. Payment in this respect shall be made as provided for in relevant clauses of BoQ and Technical Specification. The Contractor shall make sure that the roads are handed back to Employer in good condition once the work is completed.
Sub-Clause 4.17 Contractor's Equipment	*At the end of the Sub Clause 4.17, add:* "The Contractor shall deploy new equipment, comprising at least 75% of the total equipment required. In no case shall equipment that has exceeded 50% of its useful life in years, as per CWC Guidelines be inducted at the site." If in the opinion of Engineer, the Equipment deployed by the Contractor is inapt for carrying out the works and the works are likely to be delayed due to deployment of such Equipment, the Engineer can ask the Contractor to replace such Equipment. Also, based on the nature and exigency of work, Engineer may direct the Contractor to deploy such additional Equipment as is deemed necessary for timely completion of Works without any extra payment whatsoever on account of replacement of inapt Equipment and/or deployment of additional Equipment.
Sub-Clause 4.18 Protection of the Environment	*Sub-Clause 4.18 Protection of the Environment is replaced with:* "The Contractor shall take all necessary measures to: (a) protect the environment (both on and off the Site); and (b) limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

	The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable Laws. In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer." The Contractor's environmental obligations under this Contract are governed by the following instruments: (a) the project Environmental and Social Management Plan (ESMP) annexed to the Contract; (b) the World Bank Environmental, Health and Safety Guidelines (General EHS Guidelines and the Hydropower Sector EHS Guidelines); and (d) applicable Laws of the Kingdom of Bhutan, including the Environment Assessment Act 2000, the Environment Assessment Regulations 2016, the Forest and Nature Conservation Act, the Water Act, the Mines and Minerals Management Regulations 2002, and the Department of Environment & Climate Change Environmental Clearance Conditions. *The detailed requirements governing each of the following environmental obligations are set out in Section VII (Works Requirements) and shall be read together with this Sub-Clause:* **(a) Contractor's Environmental and Social Management Plan (C-ESMP)**: The Contractor shall prepare, submit for the Engineer's No-Objection, and implement a Contractor's Environmental and Social Management Plan (C-ESMP) covering all environmental, social, health, safety, and security risks and impacts associated with the Works. The C-ESMP shall include all Management Strategies and Implementation Plans (MSIPs) required under the Contract and shall be based on site-specific conditions, engineering designs, approved work methods, and applicable Laws, standards, GIIP, and the ESMP. The Contractor shall also implement all mitigation and management measures set out in the approved C-ESMP, including any measures beyond those expressly listed in this section. **(b) Occupational Health and Safety Management:** The Contractor shall prepare, submit for the Engineer's No-Objection, and implement an Occupational Health and Safety Management Plan (OHSMP) covering all occupational health and safety risks associated with the Works. The Contractor shall implement all OHS controls, mitigation measures, safe systems of work, emergency preparedness measures, workplace inspections, incident reporting procedures, and corrective actions required under the OHSMP, applicable Laws, GIIP, and the Contract.

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	(c) Contractor's ESHS Staffing: The Contractor shall provide and maintain suitably qualified and experienced Environmental, Social, Health and Safety (ESHS) personnel in sufficient numbers throughout the execution of the Works. The ESHS team shall be responsible for implementing the C-ESMP, OHSMP, MSIPs, training programs, inspections, monitoring, reporting, incident management, and coordination with the Engineer and relevant authorities. **(d) ESHS Training Program:** The Contractor shall develop and implement a comprehensive ESHS training program for all workers, subcontractors, and relevant site personnel. The program shall include induction and refresher training on environmental management, occupational health and safety, emergency response, worker code of conduct, community health and safety, sexual exploitation and abuse and sexual harassment (SEA/SH), gender-based violence (GBV), grievance mechanisms, and other ESHS requirements under the Contract. **(e) Air Quality and Dust Management:** The Contractor shall implement measures to control dust, exhaust emissions, and other air pollutants at all construction sites, access roads, batching plants, crushing plants, construction yards, muck disposal areas, quarries, borrow areas, and worker camps to protect workers, communities, and the environment from air quality impacts. **(f) Noise and Vibration Management:** The Contractor shall implement measures to limit noise and vibration impacts on workers, communities, and sensitive receptors arising from construction activities, including blasting, heavy plant operations, tunnelling, crushing, batching, excavation, and haulage activities, in compliance with applicable standards, GIIP, and any community restrictions specified in the Contract Data. **(g) Water Quality and Water Resource Protection**: The Contractor shall protect all surface water and groundwater resources, including community drinking water and irrigation sources, from contamination, depletion, or disturbance arising from construction activities. The Contractor shall treat all wastewater, effluent, and tunnel drainage prior to discharge, shall implement tunnel drainage and sediment management systems, and shall not abstract water from community sources without prior approval. **(h) Erosion, Sediment Control, Drainage, and Slope Protection**: The Contractor shall implement erosion, sediment control, drainage, and slope protection measures at all active construction areas, disposal sites, access roads, quarries, borrow areas, and other disturbed locations to prevent sedimentation of watercourses, slope instability, and damage to land. Slope protection works included in the Bills of Quantities shall be implemented in accordance with approved engineering designs, GIIP, the ESMP, and the Engineer's requirements. **(i) Muck Disposal Site Management:** The Contractor shall design, construct, operate, manage, progressively rehabilitate, and finally restore all muck disposal sites in accordance with engineering designs approved by the Engineer. Such measures shall include, as applicable, slope stability measures, retaining structures, drainage control, sediment management, access control, compaction, surface water diversion, erosion protection, and revegetation.

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	(j) Waste Management: The Contractor shall minimise waste generation, segregate waste at source, and safely store, transport, treat, recycle, or dispose of all waste, including hazardous waste, medical waste, construction waste, domestic waste, and wastewater sludge. Disposal shall be undertaken through licensed facilities or contractors, with documented chain of custody, in accordance with applicable Laws, GIIP, the ESMP, and the approved C-ESMP. **(k) Hazardous Substances Management:** The Contractor shall store, handle, transport, use, and dispose of all fuels, chemicals, explosives, lubricants, oils, and other hazardous substances in a manner that prevents pollution of soil, water, and air. The Contractor shall provide secondary containment at all storage facilities, spill prevention and response equipment, emergency procedures, appropriate signage, and trained personnel. **(l) Pollution Control at Plants and Construction Facilities:** The Contractor shall install, operate, and maintain pollution control systems at batching plants, crushing plants, construction yards, workshops, fuel storage areas, and other construction facilities. Such systems shall include, as applicable, dust suppression, wastewater treatment, oil-water separators, sediment traps, drainage controls, noise control, emission control, and spill containment measures. **(m) Biodiversity and Vegetation Management:** The Contractor shall minimise disturbance to vegetation, fauna, natural habitats, and ecosystem services. The Contractor shall implement controlled clearing in accordance with the Vegetation Clearing Plan, prohibit poaching and bushmeat, manage invasive alien species, protect sensitive habitats, and revegetate all disturbed areas using locally appropriate native species. **(n) Physical Cultural Resources:** The Contractor shall protect all physical cultural resources from damage or disturbance arising from construction activities and shall implement the Chance Find Procedure in the event of any discovery during excavation, tunnelling, earthworks, quarrying, or other construction activities. **(o) Quarry and Borrow Area Management:** The Contractor shall develop, operate, manage, and rehabilitate all quarry and borrow areas in accordance with the World Bank EHS Guidelines on Construction Material Extraction, applicable Laws, approved engineering designs, and the Quarry and Borrow Area Management Plan forming part of the C-ESMP. Rehabilitation shall include landform stabilisation, drainage management, removal of temporary facilities, erosion control, and revegetation. **(p) Worker Camps and Site Facilities:** The Contractor shall develop, operate, maintain, and decommission worker camps and site facilities in accordance with the approved Worker Camp Management Plan, applicable Laws, GIIP, and the ESMP. Worker camps shall include adequate accommodation, sanitation, potable water, waste management, drainage, medical access, fire safety, security, grievance mechanisms, and measures to manage community health and safety risks. **(q) Workplace Ventilation, Gas Detection, and Tunnel Safety:** The Contractor shall install, operate, and maintain adequate workplace ventilation and gas detection systems, particularly in tunnels, shafts, confined spaces, and other enclosed work areas. The systems shall be

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	suitable for the nature of the works and shall be supported by emergency procedures, monitoring records, alarm systems, evacuation arrangements, and trained personnel. **(r) Fire Detection and Suppression Systems:** The Contractor shall provide and maintain appropriate fire detection, alarm, and suppression systems at worker camps, construction yards, storage areas, fuel and chemical storage facilities, batching and crushing plants, tunnels, workshops, offices, and other high-risk locations. The Contractor shall also conduct fire risk assessments, drills, inspections, and maintenance of fire-fighting equipment. **(s) Medical Facilities and First Aid:** The Contractor shall establish and maintain fully equipped medical facilities and first aid stations at appropriate locations throughout the Works. These facilities shall be staffed and supplied in accordance with the level of risk, workforce size, site conditions, emergency response requirements, and applicable Laws. The Contractor shall ensure timely access to emergency medical care, ambulance arrangements, and referral facilities where required. **(t) EHSS Monitoring Equipment:** The Contractor shall install, operate, calibrate, and maintain all Environmental, Health, Safety and Social (EHSS) monitoring equipment required under the Contract, C-ESMP, OHSMP, MSIPs, and applicable standards. Such equipment may include, as applicable, air quality monitors, noise and vibration meters, water quality testing equipment, gas detectors, workplace monitoring devices, flow meters, sediment monitoring equipment, and other instruments required for compliance verification. **(u) Third-Party ESHS Monitoring:** The Contractor shall arrange, facilitate, and cooperate with third-party ESHS monitoring of ambient environmental conditions, workplace conditions, plants, equipment, and other areas specified under the Contract. The Contractor shall provide access, records, samples, monitoring data, and other information required by the Engineer, Employer, or appointed third-party monitors, and shall implement corrective actions arising from such monitoring. **(v) General Compliance and Continuous Improvement:** The Contractor shall continuously monitor, review, and improve the implementation of all ESHS and OHS measures throughout the Contract period. The Contractor shall maintain complete records, submit periodic reports, investigate incidents and non-compliances, implement corrective and preventive actions, and ensure that all subcontractors comply with the approved C-ESMP, OHSMP, MSIPs, ESMP, applicable Laws, GIIP, and the requirements of the Contract. The detailed requirements, performance standards, monitoring parameters, frequencies, and reporting obligations applicable to each topic listed above are set out in Section VII (Works Requirements). In the event of any inconsistency between this Sub-Clause and Section VII, Section VII shall prevail. The detailed requirements, performance standards, monitoring parameters, frequencies, and reporting obligations applicable to each topic listed above are set out in Section VII (Works Requirements). In the event

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	of any inconsistency between this Sub-Clause and Section VII, Section VII shall prevail. *At the end of Sub-Clause 4.18, add:* The Contractor shall be required to ensure that there shall be no felling of trees or unauthorized quarrying failing which the Contractor shall be solely responsible for such acts. The Contractor shall [3] maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape in the vicinity of Work areas. The Contractor shall so conduct his construction operations as to prevent any unnecessary destruction of, scarring or defacing the natural surroundings in the vicinity of the Work area. In order to maintain the ecological balance, the Contractor shall specifically comply with the following instructions: a) The Contractor shall strictly follow all notifications/guidelines of RGoB related to protection of Environment & Social, conditions stipulated by the Department of Environment & Climate Change (DECC) and Department of Forest & Park Services (DoFPS), RGoB in the Environment & Forest clearances to the Employer and conditions stipulated in the Technical Specifications, Environment and Social Management Framework, Biodiversity Management Plan and Occupational Health and Safety Management Framework attached to this Bidding Document b) Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operation, the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor shall prevent scattering of rocks and other debris outside the Work areas. All Work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Engineer. c) All trees and shrubs which are not specifically required to be cleared or removed for construction purposes shall be preserved and protected from any damage that may be caused by the Contractor's construction operation and equipment. The removal of trees or shrubs will be permitted only after prior approval from the relevant authorities. Special care shall be exercised where trees or shrubs are exposed to injuries by construction equipment, blasting, excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer. Trees shall not be used for anchorage. d) The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into the river. Pollutants and wastes shall be disposed of in a manner and at sites in conformity with applicable Laws.

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	e) Closure of contract shall be subject to environment management compliance clearance from the Employer. The clearance shall be issued upon satisfactory site restoration, rehabilitation and waste management compliance. f) In the conduct of construction activities and operation of Construction Equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air pollution. The Contractor shall fully comply with all applicable Laws of the country in this regard. g) The Contractor shall be required to prevent flowing of debris and muck into the river. Necessary retaining structures like walls/crates etc. shall be constructed for the purpose. The Contractor shall also stabilize the muck fully i.e. consolidation and compaction of the muck shall be carried out in the muck dump sites before handing it over to the Employer at the end of construction period. h) All the construction equipment which are likely to generate high noise levels are to be fully equipped (with noise reduction measures) to meet the ambient noise control standards. i) Any penalty imposed by RGoB for the non-compliance to notifications/guidelines/conditions of clearances by contractor, shall be borne by the contractor.
Sub-Clause 4.19 Temporary Utilities	*At the end of Sub-Clause 4.19, insert:* The Employer shall construct 33 kV transmission network at various designated locations and step down to 415V by installing distribution transformers of appropriate ratings to cater to the construction power requirement of the Contractor. The construction power shall be made available by the Employer latest by the time when the works start. The Contractor shall make arrangements to draw power supply from 33/0.415kV distribution transformer to their various work sites, colonies, offices and associated areas of the Contractor at 3-Phase, 415V±10%, 50Hz±3% AC supply. The electrical energy consumed by the Contractor shall be measured by a suitable meter installed at the point of supply, which shall be sealed in the presence of the Contractor or his authorized representative and read every month for determining the consumption of electricity. Contractor shall, along with its Bid, submit the power requirements in kVA at each working area/Adit location. Each supply point shall be treated as separate connection. Arrangements for further distribution of power to the Contractor's site, plant, equipment and machinery, workshops, camps, and offices from the point of supply shall be made by the Contractor at his own cost. The electrical installation plan shall be submitted for approval of the Engineer. Before the release of grid connection, the Contractor shall make all applicable advances/ fees/deposits at prevalent rates as per rules of RGoB to the Employer/ Bhutan Power Corporation (BPC), as the case may be.

	The Contractor shall pay the applicable energy charges to the concerned agencies as and when the bills are received. Any variation in power tariff as may be applicable during execution of Works, shall be borne by the Contractor and shall not be paid by the Employer separately under Sub-Clause 13.6 of the General Conditions (Adjustments for Changes in Laws). The Contractor shall comply with the Electricity Act of Bhutan, 2001 and its codes (safety, distribution and grid) and rules & regulations of Bhutan Power Corporation Ltd. for supply and use of electricity. The Contractor shall make necessary back-up arrangements of construction power by installing a sufficient number of Diesel Generating (DG) Sets & distribution lines and operate these sets for their uninterrupted power requirement. Permission for installation of DG sets shall be taken by the Contractor at his own cost as per applicable rules from concerned authorities in Bhutan. No claims shall be entertained by the Employer on account of non-availability or inadequate quality of construction power, water and gas requirements of the Contractor.
Sub-Clause 4.20 Progress Reports	Replace "4.20 (g) with: "the Environmental and Social (ES) metrics set out in Particular Conditions - Part D." *Add the following Clauses under Sub-Clause 4.20 as: "* (i) the Contractor/Engineer is required to maintain Hindrance Register(s) for reporting hindrances if any, while executing the work in respect of design, engineering, procurement, supply and site works related issues. The Contractor shall record hindrances in the Hindrance Register(s) and the Contractor shall bring each hindrance to the notice of the Engineer not later than 7 days of the occurrence of the hindrance, failing which, the same shall not be considered or taken into account for any purpose whatsoever. The Contractor shall submit in the monthly progress report up to date hindrance record in the format agreed between the Parties. (j) in case of any hindrance, if the Contractor's resources are idle, the Contractor shall get the same verified from the Engineer on a regular basis. Up to date duly verified, idling of manpower and equipment shall be submitted by the Contractor in the format acceptable to the Engineer and other supplementary formats as approved by the Engineer. The Contractor shall submit the above details along with reasons for such idling. *The following is added at the end of the Sub-Clause 4.20:* "In addition to the reporting requirement of this sub-paragraph (g) of Sub-Clause 4.20 [*Progress Reports*], and subject to the specific requirement on handling allegations of SEA and/or SH in accordance with Sub-Clause 6.27, the Contractor shall inform the Engineer immediately of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public,

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	Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accidentcausing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents as specified in the Contract Data; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information. The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Engineer within the timeframe agreed with the Engineer. The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Sub clause."
Sub-Clause 4.21 Security of the Site	*Sub-Clause 4.21 Security of the Site is replaced with:* *"Sub-Clause 4.21 Security of the Site* The Contractor shall be responsible for the security of the Site, and: (a) for keeping unauthorised persons off the Site; (b) authorised persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorised personnel (including the Employer's other contractors on the Site), by a Notice from the Employer or the Engineer to the Contractor. Subject to Sub-Clause 4.1, the Contractor shall submit for the Engineer's No-objection a security management plan that sets out the security arrangements for the Site. The Contractor shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specification. The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat. In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification."
	The first paragraph is replaced with the following:

Sub-Clause 4.23 Archaeological and Geological Findings	"All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall: (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings; (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and (c) implement any other action consistent with the requirements of the Specification and relevant Laws."
Sub-Clause 4.26 Land	*Insert additional Sub-Clause 4.26 as under:* The Employer shall make available the land for permanent Works, Muck Disposal Sites (MDS), explosive magazine etc. free from all encumbrances. The Contractor shall develop/create the designated MDS handed over by the Employer. The Contractor shall submit the proposal to the Engineer for use of MDS including sequence, lift height, drawings for the retaining structures (i.e. boulder wirecrates, RRM walls, cantilever RCC walls etc.) for protection of MDS. The measurements and payments for the protection works in the MDS shall be regulated as per the respective BOQ items. The Employer shall make available land free of charge, for construction of additional Contractor's construction facilities like temporary houses for staff and labour, field offices, workshop, stores, assembling yard, batching plants, fabrication shops, crushing plants etc. required for execution of the Contract, over and above the minimum facility provided by the Employer, if any. Additional land, if required by the Contractor for construction facilities shall be arranged on its own cost. The Contractor shall obtain necessary clearances and permits from concerned authorities - as per provisions of the National Environment Act of Bhutan, 2007, consolidated Forest and Nature Conservation Rules and Regulations 2023 and amendments, 2025, Mines and Minerals Management Act of Bhutan 1995 and its Regulations 2022, The Water Act of Bhutan 2011 and its Rules and Regulations 2014, Mines and Minerals Management Regulations 2002, and any other applicable Laws of the Kingdom of Bhutan -for setting up his construction facilities at his own cost. The Employer shall extend all necessary assistance to the Contractor to obtain required environment clearances. Leveling and dressing of the site and construction of temporary roads, houses, offices, workshop etc. as per plan approved by the Engineer shall be done by the Contractor at his own cost. The Final payment Certificate shall not be issued, until and unless the Contractor has handed over the possession of land allotted to it in good condition after obtaining clearances from the relevant agencies of RGoB and free from all encumbrances. In addition, the Contractor shall also

<table>
<tr><td></td><td>produce waste management clearance from the Employer at the end of decommissioning and contract closure.

The use or occupation of the land by the Contractor shall not confer on him any right of tenancy or possession thereof. The Contractor shall vacate land immediately upon one month notice of the Engineer after completion of the Works.

The detail of land earmarked is provided under Section VII- Works Requirements.</td></tr>
<tr><td>Sub-Clause 4.27 Explosive Magazine</td><td>Insert additional Sub-Clause 4.27 as under:
The Contractor shall arrange permanent/portable explosive magazines of approved type and its license for all requirements of explosives for carrying out the Works. The Contractor shall arrange permanent and portable magazines, explosive vans and explosives at his own cost.

The License and arrangement of Explosive Vans shall be the responsibility of the Contractor.

Save as above, explosives shall be procured, transported, stored and consumed in accordance with Explosives Rules 1989 of Bhutan published by the Ministry of Home Affairs.</td></tr>
<tr><td>Sub-Clause 4.28 Bank Guarantees</td><td>Insert additional Sub-Clause 4.28 as under:
All Bank Guarantees either issued by a bank/financial institutions in Bhutan or any acceptable foreign Bank through a corresponding financial institution in Bhutan to make it enforceable.</td></tr>
<tr><td>Sub-Clause 4.29 Milestone</td><td>The following are the Milestones:

<table>
<tr><th>Milestone</th><th>Description of Milestone</th><th>Time of Completion in Weeks from the date of Award</th><th>Amount of LD per week of the Delay as a % of the Contract Amount</th></tr>
<tr><td>DCP-II-M1</td><td>Completion of Heading from face 6</td><td>139</td><td>0.35%, subject to a total of 10% of the Contract sum cumulatively for all milestones</td></tr>
<tr><td>DCP-II-M2</td><td>Completion of Heading from face 8</td><td>148</td><td>0.35%, subject to a total of 10% of the Contract sum cumulatively for all milestones</td></tr>
<tr><td>DCP-II-M3</td><td>Completion of Heading from face 9</td><td>174</td><td>0.35%, subject to a total of 10% of the Contract sum cumulatively for all milestones</td></tr>
<tr><td>DCP-II-M4</td><td>Concreting of the overt between Adit 4 and Adit 5</td><td>207</td><td>0.35%, subject to a total of 10% of the Contract sum</td></tr>
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			cumulatively for all milestones
DCP-II-M5	Completion of Invert lining all faces	212	0.35%, subject to a total of 10% of the Contract sum cumulatively for all milestones
DCP-II-M6	Plugging of Adit -5	216	0.35%, subject to a total of 10% of the Contract sum cumulatively for all milestones

Notes:

1. *There would be three adits namely Adit-1, 3 and Adit 5 that would be equipped with the gated plugs. Others would have plugs but no gates.*

The maximum amount of liquidated damages is 10% of the Accepted Contract Amount and the Liquidated Damages for each Milestone shall be calculated as follows:
Liquidated Damages per week of delay= 0.35% x (Time in Weeks for each mile stones/Contract Duration in Weeks) x Accepted Contract Amount

The Contractor shall complete the works of each Milestone within the time for completion of the Milestone, calculated from the Commencement Date.

The Contractor shall include, in the initial programme and each revised programme, under sub-paragraph (a) of Sub-Clause 8.3 *[Programme],* the time for completion for each Milestone.

Sub-paragraph (d) of Sub-Clause 8.4 *[Advance Warning]* and Sub-Clause 8.5 *[Extension of Time for Completion]* shall apply to each Milestone, such that "Time for Completion" under Sub-Clause 8.5 shall be read as the time for completion of a Milestone under this Sub-Clause.

The Contractor may apply, by Notice to the Engineer, for a Milestone Certificate not earlier than 14 days before the works of a Milestone will, in the Contractor's opinion, be complete. The Engineer shall, within 28 days after receiving the Contractor's Notice:

(a) issue the Milestone Certificate to the Contractor, stating the date on which the works of the Milestone were completed in accordance with the Contract, except for any minor outstanding work and defects (as shall be listed in the Milestone Certificate); or
(b) reject the application, giving reasons and specifying the work required to be done and defects required to be remedied by the Contractor to enable the Milestone Certificate to be issued.

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	The Contractor shall then complete the work referred to in sub-paragraph (b) of this Sub-Clause before issuing a further Notice of application under this Sub-Clause. If the Engineer fails either to issue the Milestone Certificate or to reject the Contractor's application within the above period of 28 days, and if the works of a Milestone are complete in accordance with the Contract, the Milestone Certificate shall be deemed to have been issued on the date which is 14 days after the date stated in the Contractor's Notice of application. The Contractor fails to complete the works of the Milestone within the time for completion of the Milestone (with any extension under this Sub-Clause): (i) the Contractor shall, subject to Sub-Clause 20.1*[Claims],* pay Delay Damages to the Employer for this default; (ii) such Delay Damages shall be the amount stated in the Contract Data, for every week which shall elapse between the time for completion for the Milestone (with any extension under this Sub-Clause) and the date stated in the Milestone Certificate; (iii) these Delay Damages shall be the only damages due from the Contractor for such default; and (iv) the total amount of Delay Damages for all Milestones shall not exceed the maximum amount stated in the Contract Data (this shall not limit the Contractor's liability for Delay Damages in any case of fraud, gross negligence, deliberate default or reckless misconduct by the Contractor)." However, if the Contractor achieves the subsequent intermediate milestone within the stipulated timeline, the delay damages imposed for the preceding milestone shall be refunded.
Sub-Clause 4.30 Working Capital	The Contractor shall mandatorily deposit and maintain in the Escrow Account a working capital amount equivalent to three months of the equated monthly Accepted Contract Amount.
Sub-Clause 5.1 Subcontractors	*Substitute the first sentence of Sub-Clause 5.1, "The Contract shall not subcontract" as under:* "The Contractor shall not subcontract the whole of the Works. The Contractor shall not subcontract any portion of the Works without the approval of the Employer. Appointment of any Sub-Contractor and any subcontracting shall not relieve in any way or manner whatsoever the Contractor from any of its obligations, liabilities and responsibilities under the Contract. The Contractor shall be responsible for the acts and defaults of any Subcontractor, his agents and employees, as if they were the acts and defaults of the Contractor. Save and except as set forth herein under, the Contractor shall give the Engineer not less than 30 (thirty) days' notice of: (a) the intended appointment of the Subcontractor, with detailed particulars which shall include his relevant experience and other details considered necessary by the Employer, (b) the intended commencement of the Subcontractor's work

	The Contractor shall, at the time of subcontracting, propose specialized subcontractor/suppliers of specialized nature with full particulars for approval of the Engineer. Such approval by the Engineer for specialized subcontractor/suppliers shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract. *The following is added at the beginning of the second paragraph:* "The Contractor shall require in all subcontracts relating to the Works that Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the SEA/SH Prevention and Response Obligations. All subcontracts relating to the Works shall include a provision stipulating that the Subcontractor accepts that the Bank may disqualify the Subcontractor from being awarded a Bank financed contract for a period of two years if the Subcontractor is determined to have failed to comply with its SEA/SH Prevention and Response Obligations." *The following is added after the first sentence of the fourth paragraph:* "The Contractor's submission to the Engineer shall also include such a Subcontractor's declaration in accordance with the Particular Conditions-Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors." *The following is added at the end of the last paragraph of Sub-Clause 5.1:* "All subcontracts relating to the Works shall include provisions which entitle the Employer to require the subcontract to be assigned to the Employer under sub-paragraph (a) of Sub-Clause 15.2.3 [After Termination]. Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from the Country to be appointed as Subcontractors."
Sub-Clause 5.2.2 Objection to Nomination	*In sub-paragraph (c):* "and" is deleted from the end of (i); "." at the end of (ii) is replaced with: ", and." The following is then added as (iii): "(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 5.2.3 [*Payment to nominated Subcontractors*]."
Sub-Clause 6.1 Engagement of Staff and Labour	*The following paragraphs are added at the end of the Sub-Clause:* The Contractor shall engage all Contractor's Personnel in accordance with the Labour and Employment Act of Bhutan (LEAB) 2007, the Labour Rules and Regulations 2022, and all other applicable Laws of the Kingdom of Bhutan, and consistently with the requirements of the project Labour Management Procedures (LMP) annexed to the Contract. Within 60 days of the date of the Letter of Acceptance and prior to commencement of any Works on Site, the Contractor shall prepare and submit to the Engineer for No-Objection a Contractor's Labour Management Plan (C-LMP), consistent with the project LMP. The C-LMP shall address all categories of workers engaged by the Contractor and its

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	subcontractors, including contracted workers, primary supply workers, and community workers as defined in the LMP. No-Objection of the C-LMP by the Engineer shall be a condition of commencement of Works. The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation, and benefits, as well as those arising from any requirements in the Specification. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur. As specified in the Contract Data, the Contractor shall employ local labour with appropriate skills and experience. Local labour excludes the Contractor's foreign personnel. To the extent possible, the unskilled labour shall be recruited preferably from the local and vicinity of the Project area. The Contractor shall not employ any person who has not completed 18 years of age. The Employer may impose restrictions on the Contractors to deploy staff and labour as per the Laws of the Country. The expatriate workers shall be allowed only for those categories for which local skills and expertise are not adequately available. The Contractor shall arrange permits for the labour/staff for their entry into Bhutan, at its own cost.
Sub-Clause 6.2 Rates of Wages and Conditions of Labour	*The following paragraphs are added at the end of the Sub-Clause:* The Contractor shall pay rates of wages, and observe conditions of labour, which comply with the Labour and Employment Act of Bhutan (LEAB) 2007, the Labour Rules and Regulations 2022, and all other applicable Laws, and which are not lower than those established for the trade or industry where the work is carried out. The wages shall meet or exceed the Daily Minimum National Wage as periodically revised by the Royal Government of Bhutan. The Contractor is required to comply with the Labour Management Procedure (LMP) and implement them through its Contractor's LMP. This shall include ensuring fair and non-discriminatory pay, proper compensation for overtime and night work, minimum leave entitlements, lawful wage deductions with clear pay statements, insurance coverage for all workers, timely notice and payment upon termination, and full compliance by all subcontractors throughout the Contract period as per LEAP 2007 and all other applicable laws.
Sub-Clause 6.3 Recruitment of Persons	*At the end of 1st sentence of the Sub-Clause 6.3, add:* and personnel of other Contractors working at the project. *The following paragraph is added at the end of the Sub-Clause:* All recruitment shall be conducted in accordance with the C-LMP, and consistently with the project LMP. Recruitment processes shall be transparent, merit-based, and free from discrimination on any ground prohibited under the LEAB 2007 and the LMP. The Contractor shall not

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	engage any recruitment agency that charges fees to workers, and shall maintain records of all recruitment agencies used for inspection by the Engineer on request.
Sub-Clause 6.4 Labour Laws	*Add the following after the 2nd para of the Sub-Clause:* Provisions under the agreed C-ESMF and C-OHSMF between the parties shall govern the Environment, Social, Occupation, Health and Safety. The Contractor shall comply with all applicable labour Laws of the Kingdom of Bhutan, including the Labour and Employment Act of Bhutan (LEAB) 2007, the Labour Rules and Regulations 2022, the Rules and Regulations on Foreign Workers Management 2024, the Occupational Health and Safety Regulations 2022, and any other Laws governing the employment, health, safety, and welfare of workers. The detailed requirements governing ES, labour, and occupational health and safety obligations applicable under this Contract are set out in the Contractor's Labour Management Plan (C-LMP) required under Sub-Clause 6.1, the Contractor's OHSMP required under Sub-Clause 4.8, and Section VII (Works Requirements). These documents shall be read together with this Sub-Clause and with Sub-Clauses 6.1 through 6.9.
Sub-Clause 6.5 Working Hours	*The following paragraph is added at the end of the Sub-Clause:* The Contractor shall work 24 hours by shift and in compliance with the Labour and Employment Act of Bhutan (LEAB) 2007 and Regulations on Working Conditions 2022.
Sub-Clause 6.6 Facilities for Staff and Labour	*Delete Sub-Clause 6.6 and substitute:* "The Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall provide, operate, maintain, and decommission all necessary accommodation and welfare facilities for the Contractor's Personnel engaged in the execution of the Works, in accordance with the requirements of the project LMP and the IFC/EBRD Worker Accommodation: Processes and Standards (2009). Where accommodation facilities are located on Site, they shall be within areas identified in the Contract and shall not be extended beyond those areas without the Engineer's prior consent. All accommodation and welfare facility obligations shall be cascaded to subcontractors. The Contractor shall be responsible for ensuring that all subcontractor workers are accommodated to the same standards as those provided by the Contractor for its direct workers. Details of accommodation arrangements shall be set out in the Worker Accommodation Plan forming part of the C-ESMP.
Sub-Clause 6.7 Health and Safety of Personnel	*At the end of Sub-Clause, add the following:* Provisions under the agreed C-ESMP and C-OHSMP between the parties shall govern the Environment, Social, Occupation Health and Safety. The Contractor shall take all measures necessary to ensure the health, safety, and welfare of the Contractor's Personnel throughout the Contract period, in accordance with:

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	(a) the Occupational Health and Safety Regulations of Bhutan 2022 and all other applicable Laws; (b) World Bank Environmental and Social Management Framework 2018, ESS-2: Labor and Working Conditions. (c) World Bank Environmental and Social Management Framework 2018, ESS-4: Community Health and Safety. (d) World Bank General Environmental Health and Safety Guidelines, Chapter 2: Occupational Health and Safety, 2007. (e) International Tunneling Association Guidelines for Good Occupational Health & Safety Practice, 2008; (f) International Labour Organization Code of Practice in Health and Safety in Construction, 1992. (g) The World Bank Environmental, Health and Safety Guidelines (General EHS Guidelines); (h) Technical tunneling safety code BS 6164:2019 (i) Safety Regulation 2008 of Electricity Regulatory Authority (ERA) (j) Road Safety and Transport Regulations 2021, and (k) the other requirements set in the Contractor's approved OHSMP required under Sub-Clause 4.8 and the detailed OHS requirements set out in Section VII (Works Requirements). The Contractor shall promptly notify the Engineer of any incident at any worker on Site, in accordance with the PR12: Incident Investigation and reporting timeframes set out in Section VII (Works Requirements). The Contractor shall investigate all incidents and submit investigation reports with root cause analysis and corrective action plans to the Engineer within the timeframes specified in Section VII.
Sub-Clause 6.9 Contractor's Personnel	*The Sub-Clause is replaced with:* "The Contractor's Personnel (including Key Personnel, if any) shall be appropriately qualified, skilled, experienced and competent in their respective trades or occupations. All personnel engaged by the Contractor shall be managed in accordance with the C-LMP and the requirements of the project LMP. 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 and Key Personnel (if any), who: (a) persists in any misconduct or lack of care; (b) carries out duties incompetently or negligently; (c) fails to comply with any provision of the Contract; (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment; (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; (f) has been recruited from the Employer's Personnel in breach of Sub-Clause 6.3 [Recruitment of Persons]; (g) undertakes behaviour which breaches the Code of Conduct for Contractor's Personnel.

	If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience. In the case of replacement of the Contractor's Representative, Sub-Clause 4.3 [*Contractor's Representative*] shall apply. In the case of replacement of Key Personnel (if any), Sub-Clause 6.12 [*Key Personnel*] shall apply."
Sub-Clause 6.10 Contractor's Records **Sub-Clause 6.12 Key Personnel**	*Sub-Clause 6.10(a) is replaced with the following:* "Occupations, actual working hours and pay statements for each class and skill category of Contractor's Personnel including those engaged through local labour." *The following is inserted at the end of the last paragraph:* "If any of the Key Personnel are not fluent in this language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer."
The following Sub-Clauses 6.13 to 6.25 are added after sub-clause 6.12	
Sub-Clause 6.13 Foreign Personnel	"The Contractor may bring into the Country 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 its 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 funeral rites"
Sub-Clause 6.14 Supply of Foodstuffs	The Contractor shall arrange for the provision of a sufficient supply of suitable food at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract. The Contractor shall, to the maximum extent practicable, source and procure agricultural produce, food supplies, and ancillary materials from local farmers, cooperatives, and suppliers situated within the Project area or adjoining Dzongkhags. The Contractor shall maintain records of such procurement and submit periodic reports to the Engineer demonstrating compliance with this requirement.
Sub-Clause 6.15 Supply of Water	The Contractor shall design, install, operate and maintain potable water supply systems, from identified water sources, at all worker accommodation, camps and active construction sites sufficient to meet all domestic, construction, and operational water demands throughout the Contract period, in accordance with the project LMP, the ESMP, and applicable Laws of the Kingdom of Bhutan. The following minimum standards shall apply: (a) **Quantity:** The Contractor shall provide each worker with access to not less than eighty (80) litres of water per person per day.

	(b) **Quality**: All drinking water provided to workers shall meet the WHO Drinking Water Quality Guidelines or applicable national standards of the Royal Government of Bhutan. The Contractor shall carry out regular monitoring of the potability of all distributed drinking water. Test results shall be recorded and submitted to the Engineer as part of the monthly ES progress report. (c) **Community Water Source Protection:** The Contractor shall not abstract water from, or carry out any works that may adversely affect, any water source used by local communities for drinking, irrigation, or other domestic purposes without the prior written approval of the Engineer and the relevant community. Where construction activities disrupt community water sources, the Contractor shall immediately notify the Engineer and provide an emergency alternative water supply to affected communities at the Contractor's cost.
Sub-Clause 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 thereto by Contractor's Personnel.
Sub-Clause 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.
Sub-Clause 6.18 Festivals and Religious Customs	The Contractor shall respect the Country's recognized festivals, days of rest and religious or other customs.
Sub-Clause 6.19 Funeral Arrangements	The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.
Sub-Clause 6.20 Forced Labour	The Contractor, including its Subcontractors, shall not employ or engage forced labour. Forced labour 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. No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
Sub-Clause 6.21 Child Labour	The Contractor, including its Subcontractors, shall not employ or engage a child under the age of 18 unless the national law specifies a higher age (the minimum age).
Sub-Clause 6.22 Contractor's Personnel	The Contractor shall have a grievance mechanism for Contractor's Personnel, to raise workplace concerns (other than those relating to SEA and/or SH, which shall be addressed under Sub-Clause 6.23 below). The

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Grievance Mechanism	grievance mechanism shall be proportionate to the nature, scale, risks and impacts of the Contract. The mechanism shall address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and shall operate in an independent and objective manner. The Contractor's Personnel shall be informed of the grievance mechanism at the time of engagement for the Contract, and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all Contractor's Personnel. The grievance mechanism shall not impede access to other judicial or administrative remedies that might be available, or substitute for grievance mechanisms provided through collective agreements. The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to Contractor's Personnel. Existing grievance mechanisms may be supplemented as needed with Contract-specific arrangements. For the purposes of this Contract, the Contractor shall design and implement the grievance mechanism as a Worker Grievance Redress Mechanism (W-GRM) consistent with the project Labour Management Procedures (LMP) Chapter 10. The W-GRM shall cover all categories of Contractor's Personnel including contracted workers, primary supply workers, and subcontractor workers at all tiers. The Contractor shall require all subcontractors at every tier to establish and operate equivalent W-GRMs for their workers consistent with the requirements of this Sub-Clause and the LMP, and shall monitor subcontractor W-GRM implementation as part of its monthly reporting to the Engineer.
Sub-Clause 6.23 & 6.23.1 and 6.23.2: Contractor's SEA/SH Response Mechanism; Receipt of SEA/SH allegations; and Contractor's and non-compliance	The Contractor's SEA/SH Response Mechanism: The Contractor shall put in place an effective mechanism for receiving and promptly addressing allegations of SEA and/or SH from the Contractor's or Employer's Personnel or any other person including third parties ("SEA/SH Response Mechanism"). The Contractor's Personnel shall be informed of the SEA/SH Response Mechanism at the time of engagement for the Contract and informed of the measures put in place to protect them against any reprisal for its use. For all other persons (including the Employer's Personnel and affected communities), information about this SEA/SH Response Mechanism, including how to submit an allegation or concern and also measures protecting against reprisal, shall be displayed, in languages comprehensible to the Contractor's Personnel, Employer's Personnel, and the affected communities, in locations easily accessible to them.

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	The SEA/SH Response Mechanism shall permit allegations or concerns to be submitted in writing, in person or by phone, with appropriate provision for confidential treatment, and shall permit the submission of anonymous allegations. The Contractor shall have in place a dedicated person with appropriate skills, experience and training to receive and review such allegations or concerns. As part of the SEA/SH Response Mechanism, the Contractor shall maintain and implement ethical and safe processes for investigating and addressing allegations of SEA and/or SH. These measures should identify appropriate responses to SEA and/or SH allegations, including the actions set forth in Sub-Clause 6.9, and other appropriate disciplinary measures in the case of the Contractor's Personnel. <u>6.23.1 Receipt of SEA/SH allegations</u> Any allegation of SEA and/or SH received by the Contractor (including through its Subcontractor/s), the Employer or the Engineer shall be documented and promptly submitted to the other two parties. While maintaining confidentiality of the person who experienced the alleged incident, as appropriate, the documentation and submission should include the type of alleged incident (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident. Upon receipt of any SEA and/or SH allegation as described above, the Contractor shall immediately apply its the SEA/SH Response Mechanism, as described in Sub-Clause 6.27.1, to review and address the allegation or concern. The Employer shall promptly refer the allegation to the DAAB pursuant to Sub-Clause 21.9 *["SEA/SH Referral"]*. <u>6.23.2 Contractor's non-compliance with SEA/SH contractual obligations</u> If the Engineer identifies that the Contractor, including its Subcontractor/s, has not complied with the SEA/SH Prevention and Response Obligations under the Contract, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 *["SEA/SH Referral"]*. If a DAAB report, prepared in accordance with Rule 3.10 of the DAAB Procedural Rules, identifies potential non-compliance of the Contractor, including its Subcontractor/s, with the SEA/SH Prevention and Response Obligations, the Engineer shall review the potential non-compliance and determine whether a Notice to Correct shall be issued to the Contractor. If the Engineer determines that a Notice to Correct shall not be given to the Contractor, the Engineer shall inform the Employer copying the DAAB, providing the basis for its determination. If the Engineer, however,

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	determines that a Notice to Correct shall be given to the Contractor, the Engineer shall give a Notice to Correct to the Contractor in accordance with Sub-Clause 15.1, copied to the Employer and the DAAB. If the Contractor fails to comply with the Notice to Correct, the Engineer shall immediately notify the Employer and the Contractor. Upon receipt of such a notification, the Employer shall refer the non-compliance to the DAAB for its review and decision pursuant to Sub-Clause 21.9 *["SEA/SH Referral"].*
Sub-Clause 6.24 Training of Contractor's Personnel	The Contractor shall provide appropriate training to relevant Contractor's Personnel on E&S aspects of the Contract, including sensitization on the prohibition of SEA and SH, and health and safety training referred to in Sub-Clause 4.8. As stated in the Specification or as instructed by the Engineer, the Contractor shall also provide appropriate opportunities for relevant Contractor's Personnel to receive training on E&S aspects of the Contract from the Employer's Personnel. The Contractor shall provide training on SEA and SH, including prevention measures, to any personnel responsible for supervising other Contractor's Personnel. For the purposes of this Contract, the Contractor shall design and implement a comprehensive E&S Training Programme consistent with Chapter 9 of the project LMP and Section 3.1 of the ESMP. The Contractor shall submit an OCHS training plan, based on PR04: Personnel Competency and Training, to the Engineer for review and approval. Training shall be conducted throughout the entire duration of construction in accordance with the approved plan. The following shall be ensured: (a) The C-ESMP E&S training plan shall clearly state the training type, target audience, delivery method, responsible trainer, frequency, and language of delivery. (b) No worker shall start work on Site without completing the required induction training. (c) The ES Training Programme shall cover general E&S awareness, OHS, SEA/SH awareness, SEA/SH supervisory training, and specialized job-specific training. (d) The Contractor shall maintain complete training records, including attendance sheets, training materials, evaluation forms, and relevant certifications. (e) Training records shall be stored on Site and made available to the Engineer upon request. (f) Monthly ES progress reports shall include training summaries, such as the number of sessions, topics covered, workers trained by category, and refresher trainings conducted. (g) Subcontractors shall provide equivalent training to their workers, and the Contractor shall monitor and report subcontractor training compliance.
Sub-Clause 7.1	*Add sub-clause (d) after sub-clause (c)*

Manner of Execution	(d) The Contractor shall initiate timely action to procure the materials well in advance so as to ensure that the progress of Works does not suffer for want of the materials on the site at least thirty days before these are intended to be used on Works. Any setback to the progress of the Works and consequent delay in completion of the Works on account of non-availability of materials on Site shall be the sole responsibility of the Contractor.
Sub-Clause 7.3 Inspection	*The following is added in the first paragraph after "Employer's Personnel":* "(including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations)" At the end of para (iii), delete "and" and the following is added as (b) (iv): "(iv) carryout environmental and social audit, and"
Sub-Clause 7.7 Ownership of Plant and Materials	*The following is added before the first paragraph:* "Except as otherwise provided in the Contract," *Substitute the sub-para (a) of Sub-Clause 7.7 by:* "when it is incorporated in the Works."
Sub-Clause 7.8 Royalties	*Substitute the Sub-Clause 7.8 by:* "Except where otherwise expressly stated, the Contractor shall pay royalties, rent and other payments or compensations, if any, for getting stone, aggregates, sand, gravel, clay or any other materials required for the Works. The Accepted Contract Amount shall be deemed to include royalty to be paid to the statutory authorities for the materials mined/quarried. The royalty shall be paid directly to the concerned authorities by the Contractor and the Contractor shall provide the documentary evidence/certification from the concerned authorities along with the Interim Payment Certificate in support of such payments. In the event that the Contractor fails to pay such amount or the amount of royalty is required to be paid by the Employer under the prevalent rules then the same shall be paid by the Employer to the concerned Authorities and recovered from the Interim Payment Certificate. Further, if found suitable, the Contractor shall be allowed to use excavated material for the Works free of cost provided, Contractor pays royalty thereupon to the appropriate authority. Each party hereby agrees to indemnify and keep indemnified and saved harmless at all the times the other party against any claims, action, proceedings, loss, cost, expenses or damage suffered or incurred by it by reason of the party which has failed to pay taxes, duties, levies etc. which it is obliged to pay pursuant to the provisions of this clause and/or applicable laws and/or arising out of its failure to comply with its obligations under such provisions and/or applicable laws.
Sub-Clause 8.1 Commencement of Work	*Substitute the first paragraph of Sub-Clause 8.1 by:* "The Commencement Date shall be 28 days after the Contractor receives the Letter of Acceptance."
Sub-Clause 8.3 Programme	*Substitute the 2nd sentence of Sub-Clause 8.3 by:*

	"The programme shall be prepared using an acceptable scheduling software, preferably Primavera of the latest version." *The following is added as Sub-Clause 8.3(l):* "Engagement plan for local labour, taking into account the order in which the Contractor intends to carry out the works as described under Sub-Clause 8.3(c)". *At the end of the Sub Clause-8.3, insert:* The Construction programme shall be revised at three monthly intervals or as necessary, as the work progresses to meet this requirement and should include a chart of the principal quantities of Work forecast for execution monthly, and a schedule of payments expected to be made to the Contractor by the Employer. The submission to and approval by the Engineer of such programmes or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract.
Sub-Clause 8.5 Extension of Time for Completion	*In the Second Paragraph of Sub-Clause 8.5, replace:* by more than ten percent (10%) with "by more than thirty percent (30%)" *At the end of Sub-Clause 8.5, insert:* The Contractor shall submit application for extension of time with supporting documents within 28 days at the end of each quarter failing which it would be construed that there was no hindrance (even though the hindrance has been brought to the notice of Engineer as per Sub-Clause 4.20) during the quarter requiring extension of Time for Completion and Contractor shall forfeit his claim for extension of Time for Completion. In case, hindrances resulting from interface activities with other agencies working at the project are brought to the notice of Engineer, the Employer shall determine the duration of such interface activities as per the schedule of interface activities formulated jointly by Contractors and Employer during the course of execution.
Sub-Clause 8.7 Rate of Progress	*At the end of first paragraph of Sub-Clause 8.7, insert:* To achieve the required progress, the Work may be required to be carried out round the clock. The period of completion and number of working days shall not be affected by the number of shifts each day. No extra payment on account of any shift work is payable to the Contractor. In case, the Contractor is not able to meet the rate of progress to match the Completion Time, the Employer reserves the right to put in additional resources at the cost of the contractor or takeover the Works, in part or full, on "as-is-where-is" basis and execute the balance Works through other contractors. The Contractor shall not be eligible for any claims on such accounts. The Employer shall determine, in consultation with the Engineer and the Contractor, the date for taking over of the Works.
Sub-Clause 12.3 Valuation of the Works	*In the Sub-Clause 12.3 substitute Sub-para(b)(i), (b) (ii) and (b) (iii) with the following:* (b)(i) the measured quantity of an item is changed by more than 30% from the quantity of this item in the Bill of Quantities or other Schedule,

	(b)(ii) this change in quantity multiplied by the rates or price specified in the Bill of Quantities or other Schedule for this item exceeds 0.30% of the Accepted Contract Amount, (b)(iii) this change in quantity directly changes the Cost per unit quantity of this item by more than 10%, and *The paragraph "Each new rate or price shall be derived from any relevant…" of Sub-Clause 12.3 is replaced with:* In the event an item has been omitted for a component in BOQ, but the same item has an agreed rate under other components of the same Contract, the same rate shall apply to such omitted item. New rates pursuant to provisions under Sub-Clause 12.3 shall be determined having regard to the cost of materials, actual wages of labour and ownership & operational cost of construction equipment required as per standard norms or if standard norms are not specified or available then on the basis of labour, materials, and construction equipment actually engaged for the particular work. The new rates shall be determined in principle conformation with the "Guidelines for preparation of Project Estimates for River Valley Projects (latest version)" of Central Water Commission, Government of India. Standard norms for Construction Equipment use shall mean those of Bureau of Indian Standards (IS: 11590: 1995 – latest version) and if not available therein, then those specified in "Guidelines for preparation of Project Estimates for River Valley Projects (latest version)" of Central Water Commission, Govt. of India. However, the Engineer shall have the flexibility to account for prevailing market conditions aligning to the latest coefficients of Labour and Material of the Bhutan Schedule of Rates; wherever, the CWC guidelines is not sufficiently covered for, in the determination of new rates. Over and above the cost of labour, materials arranged by the Contractor, ownership & operational cost of construction equipment, and other related cost, an element of 20% shall be allowed to cover the Contractor's overheads (10%) and profits (10%). The new rate derived as above shall be payable only for the executed quantities in excess of 130% (one hundred thirty percent) of BOQ quantities as worked out after meeting conditions (b)(i), (b)(ii) and (b)(iii). *Replace last paragraph of Sub-Clause 12.3 as under:* "If there is delay in coming to an agreement on the rate of varied work between the Employer and the Contractor, provisional rates at the rate of seventy-five percent (75%) of the rates as determined by the Employer shall be payable till such time as the rates are finally determined."
Sub-Clause 13.3.1	Subparagraph 13.3.1 (a) is replaced with: "a description of the varied work performed or to be performed, including details of the resources and methods adopted or to be adopted by the Contractor, and sufficient ES information to enable an evaluation of ES risks and impacts."

Variation by Instruction	
Sub-Clause 13.4 Provisional Sums	Not Applicable
Sub-Clause 13.5 Day Work	Not Applicable
Sub-Clause 13.6 Adjustments for Changes in Laws	*At the end of Sub-Clause 13.6, insert:* Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same shall already have taken into account in the indexing or any inputs to the Price Adjustment Formulae in accordance with the provisions of Sub-Clauses 13.7. Provided always that any variations resulting from the changes in laws, in respect of wages of the labour and staff of the Contractor, shall be deemed to be included in the Adjustment for Changes in Cost included in Sub-Clause 13.7 hereof and shall not be paid separately by the Employer under this Sub-Clause 13.6.
Sub-Clause 13.7 Adjustments for Changes in Cost	*Delete Sub-Clause 13.7 and substitute:* The amounts payable to the Contractor shall be adjusted for rise or fall 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. Subject to the conditions laid down hereunder, Contract Price is subject to price adjustment in accordance with the Price Adjustment formulae incorporated in this clause. However, if the Contractor fails to complete whole of the Works within the Time for Completion prescribed under Clause 8.2, adjustment of prices thereafter until the date of completion of the Works shall be made using either (i) the indices or prices applicable on the date 49 days prior to the expiry of the Time for Completion, or (ii) the current indices or prices; whichever is more favourable to the Employer. Payment to Contractor for work done shall be adjusted for increase or decrease in the cost of labour, materials and petrol, diesel, oil and lubricants (POL) and other inputs according to the procedure mentioned hereafter. The amount of interest free advances (namely mobilization advance and equipment advance)) shall not be deducted from the gross value of work done for payment of price adjustment. In the case of material brought to site for which any secured advance is included in the Interim Certificate according to Clauses 14.5 hereof, the amount of such secured advance (considered as credit) shall be added to the value of work done for operations of this clause. Similarly, when such

materials are incorporated in the works and secured advance is debited, the amount of secured advance originally considered for operations of this clause shall be deducted from the value of work done.

No price adjustment shall be made for:

(a) an amount of 15% (Fifteen percent) of the Contract Price which shall be a fixed element
(b) any items valued at current prices.

The adjustment to the Interim Payment Certificates in respect of changes in cost shall be determined from the following formulae. The Price Adjustment formula for the various items of the work shall be construed as stipulated hereinafter. The formula designed for governing and calculating the Price Adjustment to be applied shall be as follows:

Category I: For all items of structural steel supports, steel ribs, steel lagging, and metal works (steel), including steel pipes, steel liner, and penstock.

$$CC\_I = CC_o \{ F + s*(S_1/S_o) + l*(L_1/L_o) + b*(B_1/B_o) + e*(E_1/E_o) + m*(M_1/M_o) + u*(U_1/U_o) + p*(P_1/P_o) + d*(D_1/D_o) \}$$

Category II: Reinforcement Steel, Rock Bolts, etc.

$$CC\_II = CC_o \{ F + s*(S_1/S_o) + l*(L_1/L_o) + m*(M_1/M_o) + u*(U_1/U_o) + p*(P_1/P_o) + d*(D_1/D_o) \}$$

Category III: Concrete, Cement, Shotcrete, etc.

$$CC\_III = CC_o \{ F + c*(C_1/C_o) + l*(L_1/L_o) + d*(D_1/D_o) + m*(M_1/M_o) + u*(U_1/U_o) + p*(P_1/P_o) \}$$

Category – IV: For excavation items.

$$CC\_IV = CC_o \{ F + p*(P_1/P_o) + l*(L_1/L_o) + d*(D_1/D_o) + m*(M_1/M_o) + u*(U_1/U_o) \}$$

Category-V: For all the balance items not included in Category-I, II, III & IV above.

$$CC\_V = CC_o \{ F + l*(L_1/L_o) + d*(D_1/D_o) + m*(M_1/M_o) + u*(U_1/U_o) + p*(P_1/P_o) \}$$

Category-VI: For all items of supply of Gates & Hoists and associated auxiliaries

$$CC\_VI = CC_o \{ F + sp*(Sp_3/Sp_2) + l*(L_2/L_o) \}$$

Category-VII: For all items of services i.e. erection, testing and commissioning of Gates, Hoists and associated auxiliaries.

$$CC\_VII = CC_o \{ F + l*(L_2/L_o) + e*(E_1/E_o) + d*(D_1/D_o) \}$$

Where,

CCI, CCII, CCIII, CCIV, CCV, CCVI and **CCVII** = Adjusted gross value of work done month-wise for items listed under **Category-I, Category-II, Category-III, Category-IV, Category-V, Category-VI and Category VII** respectively.

	CC0 = Gross value of work done month-wise for items listed under Category-I, Category-II, Category-III, Category-IV, Category V, Category-VI and Category-VII respectively. 'F' = Fixed portion of the gross value which will not be subjected to any adjustment. 'l' = Coefficient weightage of labour (for skilled categories) content in the cost of work 'b' = Coefficient weightage of oxygen gas content in the cost of work 'e' = Coefficient weightage of electrodes content in the cost of work `m'= Coefficient weightage of other materials content in the cost of work. 'u' = Coefficient weightage of other labour content in the cost of work 's' = Coefficient weightage of steel content in the cost of work sp= Coefficient weightage of steel plate content in the cost of work 'c' = Coefficient weightage of cement content in the cost of work d'= Coefficient weightage of High-Speed Diesel Oil content in the cost of work 'p'= Coefficient weightage of Construction Equipment (Machinery & Machine Tool) 'L' = Labour Index Consumer Price Index Numbers for Industrial Workers – All-India (Base:2016=100) Published by the Labour Bureau, Ministry of Labour, Govt. of India. L2 = Labour Index (for Gates) Consumer Price Index Numbers for Industrial Workers – All-India (Base:2016=100) Published by Labour Bureau, Ministry of Labour, Govt. of India. For the month, one month prior to the date of invoice 'B' = Index for Oxygen Gas (Basic Inorganic Chemicals) Index Numbers of Wholesale Prices in India - by Groups & Sub Groups (Base: 2024=100) Published by Economic Advisor, Ministry of Industry/Govt. of India under the head '(H) Chemicals and Chemical products and sub head 'a. Basic Inorganic Chemicals' 'E' = Index for Electrodes (Metal Products) Index Numbers of Wholesale Prices in India - by Groups & Sub Groups (Base: 2024=100) Published by Economic Advisor, Ministry of Industry/ Govt. of India under the head '(J) Basic metals, Alloys and Metal Products' and sub head 'c. Metal Products' 'M' = Index for Material (all commodities) Index Numbers of Wholesale Prices in India - by Groups & Sub Groups (Base: 2024=100) Published by Economic Advisor, Ministry of Industry/Govt. of India under the head: 'All Commodities'. 'U'= Labour Index Consumer Price Index Numbers for Rural Labourers, General Index – All-India (Base:2019=100) Published by Labour Bureau, Ministry of Labour, Govt. of India. 'C' = The ex-works wholesale rate (Non-Trade) of OPC Cement at Dungsam Cement Corporation, Nganglam, Bhutan. 'S' = Index for steel (steel long) Index Numbers of Wholesale prices in India by groups and sub groups (Base 2024 = 100) published by Economic Advisor, Ministry of Industry/ GOI under the head '(J) Basic metals, Alloys and Metal Products' and sub head 'a. Basic metals and alloys, a2: 'Steel Long'. Sp2 =Index for steel (Steel Flat for Gates)

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Index Numbers of Wholesale prices in India by groups and sub groups (Base 2024 = 100) published by Economic Advisor, Ministry of Industry/ GOI under the head 'basic metals, Alloys and Metal Products' and sub head 'Basic metals and alloys, a3: 'Steel Flat' as on 28 days prior to last date of submission of price bid

Sp3= Index for steel (Steel Flat for Gates)
Index Numbers of Wholesale prices in India by groups and sub groups (Base 2024=100) published by Economic Advisor, Ministry of Industry/GOI under the head 'basic metals, Alloys and Metal Products' and sub head 'Basic metals and alloys, a3: 'Steel Flat' for the month in which 2/3 of the period from the commencement date of contract to the date of dispatch falls.

'D' = High Speed Diesel Oil
The official retail prices of HSD oil from Samdrup Jongkhar Fuel Outlet (State Trading Corporation of Bhutan), as published by Department of Trade, MoICE, RGoB for the date 28 days prior to the last date for submission of Price bids.

'P'= Wholesale price index for 'Machinery and Machine Tools' as published by the Economic Adviser, Ministry of Industry, Govt. of India under the head '(K) Machinery and Machine Tools'.

Sub-script for all Categories (I, II, III, IV, V, VI & VII):
'0' = Refers to index / price as on 28 days prior to the last date for submission of Price bids.

"1" = Refers to index / price as applicable for the month prior to the month in which the work is executed for which adjustment is applicable.

Until the release of Wholesale Price Index (WPI) with reference to 2024 base year, the Wholesale Price Index with reference 2011-12 base year shall be adopted and on release of Price Indices with reference to 2024 base year, the Price Adjustment shall be done with reference to base year index of 2024 = 100, corresponding evaluation period and no linking factor shall be used.

If at any time the current indices are not available, old indices (base: 2011-2012= 100) as published by the office of Economic Advisor, Ministry of Industry/GOI will be used subject to subsequent correction of the amounts paid to the Contractor when the current indices become available.

The weightages for Price Adjustment Formula shall be as under:

Category	Symbols										
	F	b	c	d	e	l	m	p	s	sp	u
Category I	0.15	0.02	–	0.04	0.04	0.06	0.09	0.03	0.51	–	0.06
Category II	0.15	–	–	0.03	–	0.05	0.21	0.02	0.48	–	0.06
Category III	0.15	–	0.30	0.10	–	0.06	0.26	0.07	–	–	0.06
Category IV	0.15	–	–	0.12	–	0.14	0.30	0.16	–	–	0.13
Category V	0.15	–	–	0.08	–	0.08	0.50	0.11	–	–	0.08
Category VI	0.15	–	–	–	–	0.35	–	–	–	0.50	–
Category VII	0.15	–	–	0.15	0.10	0.60	–	–	–	–	–

	In case, Government of India, stops publishing any of the price indices at any time and announces a new series with a linking factor for conversion of index of new series to the old series, regulation of price variation will be done using the indices of new series along with linking factor from the period the indices of old series become unavailable. However, if the new series released by the relevant source does not have the linking factor the new series shall be used without use of Linking Factor and current as well as base indices of new series shall be used from the date, indices of old series become unavailable. Items of works for which rates have been derived from BOQ and analogous items in the BOQ shall be eligible for Price Adjustment as per the Price Adjustment formula with base date as per the contract. Variations arising on account of payment related to rates for varied works (extra, altered, substituted items and quantity variation) whose cost has been worked out on actual analyzed cost or on market price basis as envisaged in Sub-Clause 12.3 shall be de-escalated to the base date and shall be eligible for Price Adjustment as per the Price Adjustment formula with base date as per the contract.
Sub-Clause 14.1 The Contract Price	*Replace sub-clause(d) as under:* "The Contractor shall submit to the Engineer, within 28 days after the Commencement Date, a proposed breakdown of each lump sum price **and every item** in the Schedules **which has a total amount exceeding 0.1% of the Accepted Contract Amount**. The Engineer may take the breakdown into account when preparing Payment Certificates but shall not be bound by it." *At the end of subparagraph (d) in Sub-Clause 14.1, insert:* (e) The Contractor is required to abide by the following Tax Acts and its Rules and Regulations in force: i) Income Tax Act of Bhutan 2025 and its Rules 2025 ii) Goods and Services Tax (GST) Act 2020 and its amendments thereof. iii) Goods and Services Tax (GST) Rules 2026 iv) Excise Tax Act of Bhutan 2025. v) Customs Duty Act of Bhutan 2021, Customs Rules and Regulations of Bhutan 2017 and its Revised Edition 2023. vi) **Tax Guidelines of Dorjilung Hydroelectric Power Project** (f) Bidders participating from India, for supply and bonafide use in the Kingdom of Bhutan shall quote the rates and prices for the items in the Bill of Quantities exclusive of any effect of the Integrated Goods and Service Tax (IGST). **The IGST on the export of goods or services or both are covered under Zero Rated Supply as per Chapter VII, 16(1) THE INTEGRATED GOODS AND SERVICES TAX ACT, 2018 of India.**
Sub-Clause 14.2 Advance Payment	*Delete Sub-Clause 14.2, except the last paragraph and substitute:* The Employer shall make an advance payment, as an interest free loan for mobilization and for construction equipment, when the Contractor submits a bank guarantee in accordance with this Sub-Clause. The Contractor shall

obtain (at the Contractor's cost) an Advance Payment Guarantee in amounts and currencies equivalent to the advance payment, and shall submit it to the Employer with a copy to the Engineer. This guarantee shall be issued by any financial institution in Bhutan or any acceptable foreign Bank through a corresponding financial institution in Bhutan to make it enforceable and shall be in the form annexed to the Particular Conditions or in another form approved by the Employer.

(a) Mobilization Advance:
The Employer shall pay, if so opted for by the Contractor, mobilization advance exclusively for the costs of mobilization in respect of the Works in an amount not exceeding 5% (five percent) of the Accepted Contract Amount for preliminary and enabling Works.

The advance to the extent of half of total value admissible will be released within one month of the date of signing of Agreement. The rest of the advance will be released in commensurate with the progress of preliminary and enabling Works on the certification of the Engineer provided the work is completed within three (3 months) of the mobilization periods from the commencement date.

The advance is recoverable, and the deduction shall be made at the amortisation rate of minimum of 10% of the amount of each IPC in the currencies and proportions of the advance payment certified by the Engineer under the Contract. The deductions shall commence in the IPC in which the total of all certified payments to the Contractor in the same currency as the advance payment has reached ten percent (10%) of the portion of the Contract Price payable in that currency, until such time as the advance has been fully repaid, provided always that the entire amount of advance shall be completely deducted by the time the total of all payments to the Contractor has reached 90% (ninety percent) of the Accepted Contract Amount.

The Bank Guarantee for mobilization advance shall be replaced progressively as and when the mobilization advance is being recovered. If required, the validity of Bank Guarantee shall be renewed prior to 3 months from the expiry of the earlier submitted Bank Guarantee. The final Bank Guarantee shall be returned to the Contractor as soon as the mobilization has been fully recovered by the Employer.

(b) Advance for Construction Equipment:

Advance to the extent of 90% (ninety percent) of the cost of new Constructional Equipment paid by the Contractor for which the Contractor shall produce satisfactory evidence, subject to the maximum of 10% of the Contract Price, will be granted on the following conditions:

a. the Constructional Equipment for which advance is required shall be approved by the Engineer,
b. the advance against new indigenous Constructional Equipment shall be released after the equipment has reached to Site and on

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production of documentary proof of proforma invoice and transit insurance. Hypothecation shall be done upon delivery of the equipment to site.

c. the advance against imported Constructional Equipment shall be released on production of documentary proof thereof, of proforma invoices and submission of Bank Guarantee of equivalent amount. Hypothecation shall be done upon delivery of equipment to the site. Upon the dispatch of the equipment, the Contractor is required to submit the transit insurance papers to the Employer.

d. the advance to the extent of 90% against the new Constructional Equipment can also be released to the Contractor against invoice, at his request, on production of Bank Guarantee for an amount equal to the amount of advance. This bank guarantee shall be released after the equipment reaches the site, is duly hypothecated in favour of the Employer and such plant and equipment is insured for its full value against all risks at the Contractor's cost.

The advance is recoverable, and the deduction of the advance shall be made on pro rata percentage basis from the interim payments certified by the Engineer under the Contract. The deduction shall commence in the next Interim Payment Certificate following that in which the total of all such payments to the Contractor has reached 10% (ten percent) of the Accepted Contract Amount until such time as the advance has been fully repaid, provided always that the entire amount of advance shall be completely deducted by the time the total of all payments to the Contractor has reached 90% (ninety percent) of the Accepted Contract Amount.

The Contractor shall always have the option to have the recoveries commenced and/or completed earlier, and/or to have recoveries effected in installments of higher amounts and also to repay part or whole of the advance by direct payment rather than through running payment.

(c) Secured Advance (Material Advance)

Further, Secured Advance (Material Advance) up to 75% (seventy five percent) of the invoice for the materials such as cement, steel, explosives, aggregates, HSD and all other essential items delivered at Site for incorporating in the permanent works, will be granted on the following conditions:

(a) materials shall be in accordance with the specifications and shall not be in excess of the requirements,

(b) materials shall be delivered at the site of the Works, properly stored and protected against loss, damage or deterioration,

(c) a declaration shall be given by the Contractor passing on the lien on the rights of the materials to the Employer, and

(d) all materials imported from other countries shall be supported by GST tax receipts or Customs Clearance or other documentary evidence of import.

Sub-Clause 14.3 Application for Interim Payment	The following is inserted at the end of (vi) after: *[Agreement or Determination]*: "and any reimbursement due to the Contractor under the DAAB Agreement (Appendix General Conditions of DAAB Agreement)."
Sub-Clause 14.5 Plants and Materials intended for the Works	*Add New Sub-Clause 14.5.1* The Contractor shall at his own expense provide/arrange all Materials required for the use in the Works under the Contract. Other considerations being equal, the contractor shall give preference to Bhutanese firms/nationals for allocation of work and procurement of materials to the extent possible. The Engineer or his representative shall be entitled at any time to inspect and examine any materials intended to be used in the Works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured, or at any place where these are placed or from where these are being obtained. For this purpose, the Contractor shall afford such facilities as may be required for such inspection. a) The Engineer shall during the progress of the Works have power to order in writing from time to time in respect of following: i) removal from the Site, within such time or times as may be specified in the order, of any materials which in the opinion of the Engineer, are not in accordance with the Contract; ii) substitution of proper and suitable materials; and iii) removal and proper re-execution, notwithstanding any previous test thereof or interim payment therefore, of any work which in respect of materials or workmanship is not, in the opinion of the Engineer, in accordance with the Contract. b) In case of default on the part of the Contractor in carrying out such order, the Employer shall be entitled to employ and pay other persons to carry out the same and all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the Employer, or may be deducted by the Employer from any monies due or which may become due to the Contractor or from the bank guarantee provided by the Contractor under this Contract, or otherwise. The Engineer shall have full powers for removal of any or all materials brought to Site by the Contractor, which are not in accordance with the Contract specifications or samples, approved by him. Should the Contractor fail to remove the rejected materials, the Engineer shall be at liberty to have them removed by other means at the Contractor's cost. The Employer shall have full power to procure other proper materials to be substituted at Contractor's costs.
Sub-Clause 14.6.2 Withholding (amounts in) an IPC	*"and/or" from subparagraph (b) is deleted.* *The following is then added as subparagraph (c) and (d) and sub-paragraph (c) of the Sub-Clause is renumbered as (e):* "(c) if the Contractor was, or is, failing to perform any ES obligations or work under the Contract, the value of this work or obligation,

	as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following: (i) failure to comply with any ES obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g., from oils, human waste, damage to archaeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion; (ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ES issues, or anticipated risks or impacts; (iii) failure to implement the C-ESMP e.g., failure to provide required training or sensitization; (iv) failing to have appropriate consents/permits prior to undertaking Works or related activities; (v) failure to submit ES report/s (as described in Particular Conditions - Part D), or failure to submit such reports in a timely manner; (vi) failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g., remediation addressing non-compliance/s); (d) if the Contractor fails to materially comply with the Contractor's Local Labour Method Statement, an assessed amount, as determined by the Engineer, may be withheld until such an obligation has been met."
Sub-Clause 14.7 Payment	*Substitute sub-paragraph (b)(i) of Sub-Clause 14.7 by:* "Application for Interim Payment Certificate submitted by the Contractor shall be paid within 56 days after the Engineer receives the Statement and supporting documents. If there is delay in release of undisputed payment beyond 56 days, then interest at the rate specified in the Particular Conditions Part A: Contract Data Condition under 14.8(a) shall be calculated on the payable amount after due recoveries from the 57th day onward till the date of actual payment. *At the end of Sub-Clause 14.7, insert:* The Employer intends that funds released for the project as advance or against the work done is utilized for the project itself and Contractor does not divert project funds for other businesses. The Contractor shall provide a detailed month-wise cash flow estimate at the beginning of each financial year duly revised at quarterly intervals, if required so by the Employer. The submission to and consent by the Employer of such programmes or the provision of such general descriptions or cash flow estimates shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

	All payments to be made by the Employer to the Contractor (advance, Interim Certificate Payments and Final Bill) shall be released and credited into a designated **Escrow Account** with the following conditions: (a) a designated Escrow Account shall be opened by the Contractor after Notification of Award with any Bank in Bhutan. Particulars of the Escrow Account shall be submitted by the Contractor to the Employer before submitting request for mobilization advance. Any charges for Escrow Account shall be borne by the Contractor. (b) the Employer will release all payments to the Contractor in the Escrow Accounts only. (c) For locally sourced construction materials such as cement and steel, the Employer may, in the interest of the project and with the Contractor's consent, make direct payments to the subcontractors or suppliers if, in the Employer's opinion, the Contractor is unable to achieve the required rate of work progress due to the shortage or unavailability of the above-mentioned materials. (d) In the event of financial constraints or any other exigency, the Employer may, with the Contractor's consent, make direct payments to the vendor in the interest of the project. During the currency of the contract, the Contractor may become subject to any scheme of Corporate Debt Restructuring or any other scheme of debt restructuring (DR Scheme). Since the Escrow Account involves an independent tripartite agreement between the Bank, Employer and the Contractor, the Escrow Account/Agreement shall have an overriding effect over the terms and conditions of the DR Scheme. The Escrow Account/Agreement shall not be affected by the terms and conditions of DR Scheme and the Contractor shall be required to disclose this condition to the DR Authority while submitting the case under DR Scheme.
Sub-Clause 14.8 Delayed Payment	*This Sub-Clause is replaced with the following:* Omissions on the part of the Engineer to pay the amount due upon measurement or otherwise shall neither vitiate nor make the Contract void. Further, no claim for interest or damages will be entertained or payable by the Employer upon i) any Bank Guarantee or ii) payments in arrears or iii) any balance which may become due on final settlement/re-conciliation of the account or iv) payments withheld by the Employer owing to any dispute or difference between the parties. Save as above, interest on delayed payments shall be regulated as per Sub-Clause 14.7 [Payment].
Sub-Clause 14.9 Release of Retention Money	*At the beginning of Sub-Clause 14.9, insert:* The Contractor may substitute the Retention Money with a bank guarantee in the form, and from a source, acceptable to the Employer valid till 90 days beyond Defects Notification Period. However, the amount of substitution of retention money with a Bank Guarantee shall not be less than Nu. 50 million.

	A Bank Guarantee either issued by a bank/financial institutions in Bhutan or any nationalized/scheduled bank in India with endorsement/ counter guarantee by a bank/financial institutions in Bhutan shall only be acceptable. *Delete first and second paragraph of Sub-Clause 14.9 and substitute:* The Employer shall return the Retention Money/ Bank Guarantee (which had replaced the Retention Money) to the Contractor within 21 days after receiving a copy of the Performance Certificate.
Sub-Clause 15.1 Notice to Correct	"and" is deleted from (b) and "." is replaced by: "; and" in (c). The following is then added as (d) "(d) specify the time within which the Contractor shall respond to the Notice to Correct." In the third para., "shall immediately respond" is replaced with: "shall respond within the time specified in (d)." Further, in the third para., "to comply with the time specified in the Notice to Correct." is replaced with: "to comply with the time specified in (c)."
Sub-Clause 15.2.1 Notice	Sub-paragraph (h) is replaced with: "based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Particular Conditions - Part C- Fraud and Corruption, in competing for or in executing the Contract."
Sub-Clause 15.8 Fraud and Corruption	*The following new Sub-Clause is added: "* 15.8.1 The Employer requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework and Royal Government of Bhutan, Anti-Corruption Commission's Fraud and Corruption, as set forth in Particular Conditions - Part C- Fraud and Corruption. 15.8.2 The Employer requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee."
Sub-Clause 16.1 Suspension by Contractor	In Sub-Clause 16.1, "21 days" appearing is replaced by "56 days"
Sub-Clause 16.2.1 Notice	*Sub-paragraph (f) is replaced with:* "(f) the Contractor does not receive a Notice of the Commencement Date under Sub-Clause 8.1 [*Commencement of Works*] within 84 days after receiving the Letter of Acceptance, for reasons not attributable to the Contractor." Sub-paragraph (j) is deleted in its entirety.
Sub-Clause 16.2.2 Termination	In Sub-Clause 16.2.2, "14 days" appearing is replaced by "42 days"
Sub-Clause 16.4 Payment after	Delete the words "loss of profit or other losses and" from Sub-Clause 16.4(b).

Termination by Contractor	
Sub-Clause 18.1 Exceptional Events	*Sub-paragraph (c) is substituted with:* "(c) riot, commotion, disorder or sabotage by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors;"
Sub-Clause 18.4 Consequences of an Exceptional Event	The following is added at the end of sub-paragraph (b) after deleting the ".": ", including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Exceptional Events, to the extent they are not indemnified through the insurance policy referred to in Clause 19."
Sub-Clause 18.5 Optional Termination	In sub-paragraph (c), "and necessarily" is inserted after ""was reasonably."
Sub-Clause 19.1 General Requirements	*Sub-Clause 19.1 "General Requirements" is replaced with Sub-Clause 19.1 "Insurance to be Provided by the Employer" as under:* During the Construction Phase of the Project, the Owner/Employer shall effect and maintain the following: 1. Construction All Risks insurance to cover the loss of or damage to the Works (including any temporary buildings at the Site, offsite work if any) and loss of or damage to any plant and materials for incorporation into the Works, at the Site during the period of construction and testing plus defect liability period. The policy will be covering all the project assets during the period of construction. The basis of the coverage will be on full replacement value basis along with owner surrounding property coverage. 2. Third Party Liability Insurance (Commercial General Liability Policy with duty to defend, cross liability cover and medical expenses) covering the legal liability for accidental injury to persons or accidental loss of or damage to property arising out of the execution of the Works and happening in the Site. Policy to include cross-liability clause to the effect that the insurance shall apply to the Employer/Owner, the Contractor and Subcontractor(s) of any level.
Sub-Clause 19.2 Insurance to be provided by the Contractor	*Sub-Clause 19.2 is substituted with:* Contractor shall procure and maintain the following Insurances for the project: 1. Insurance for physical damage to Contractor's Plant & Machinery equipment brought onto and destined at the Site for use in the Execution of the Works and any liability arising out of these equipment. 2. The Marine Cargo and Transit Insurance covering work and/or goods and materials in transit by land, sea or air from commencement of loading in the country of origin to delivery to the Site or to any off-Site place of storage or fabrication. The extent of insurance should be at least 110% of goods value.

	3. Workmen's compensation insurance and/or Employers' Liability Insurance, or coverage of a comparable nature under the Employees Compensation Act, Civil Liability Act of Bhutan 2023, and under any other law, practice or agreement in this regard under the common law of Bhutan. 4. The Contractor to obtain policies of Automobile Liability Insurance in respect of all mechanically propelled vehicles/automobiles used on public roads or highways or in any circumstances such as to be eligible for compulsory motor insurance in accordance with the applicable Laws of Bhutan. 5. Motor Insurance including liability for vehicles used in the performance of works and whilst on site and in accordance with applicable Laws of Bhutan. General Obligations of the Contractor: 1. Insurance policies supplied by the Contractor wherever relevant shall include a waiver of any right of subrogation of the insurers there under against Employer/Owner, and their assigns subsidiaries, affiliates, parent companies, employees, and of any right of such insurers under such policies to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy. 2. The Contractor further releases, assigns and waives any and all rights of recovery against Employer/Owner, and their assigns, subsidiaries, affiliates, parent companies, employees, insurers and underwriters, which the Contractor may otherwise have or acquire in or from or in any way connected with any loss covered by the policies of insurance maintained or required to be maintained by the Contractor pursuant to this Contract or because of deductible clauses in, or inadequacy of limits of, any such policies of insurance. 3. The Contractor is responsible for the identification of their risks and secure and maintain insurance coverage to adequately protect their risks. The policies and amounts or limits of policy coverage, if so specified above or elsewhere in the Contract, shall not be construed as recommendation or advice by the Employer/ Owner to the Contractor on risk management of the Contractor's risks and obligations. 4. The Contractor shall not cancel or significantly modify any or all the policies taken/arranged by itself for its own scope of obligations defined under this Clause without obtaining the written approval of Employer/Owner. The coverage in respect of all policies will be subject to annual review and adjustments to ensure adequacy of the coverage. 5. The Contractor shall comply and shall cause its Subcontractors and its or their respective servants and agents to comply with all the terms of the policy or policies of insurance and shall not do or omit to do anything which might render voidable such policy or policies of insurance or entitle insurers to avoid liability

	thereunder. The Contractor shall bear, at its expense, the consequences of any failure to do so. 6. The Contractor shall indemnify and hold Employer/Owner, Employer/Owner's Representative, all engineers and consultants and so on harmless against and from any other claim which arises out of or in relation to the Works for which the Contractor or its affiliates/subsidiaries/representatives is responsible. 7. The Contractor is responsible for all deductibles (for Act of God: Maximum of 10% of Claim Amount or Nu. 200 million and for Non-Act of God: Maximum of 10% of Claim Amount or Nu. 30 million), claims, warranties, exclusions, conditions and depreciations under the policies, including for the policies taken by Employer/Owner's and the responsibility to lodge and settle all Insurance claims with Insurance Company, which may arise. The responsibility and liability of making any loss good shall rest with the Contractor, irrespective of the status of settlement of claims, and the Employer/Owner shall not be liable for any additional cost on this account. 8. Proof of Insurance - The Contractor agrees and acknowledges to produce, whenever required by the Employer/Owner, the policy or policies of insurance and the receipts for payment of the current premiums with regard to the Insurance policies procured by the Contractor pursuant to this Agreement. 9. Employer/Owner or it's Representative, all engineers and consultants must be named as additional insured under Third Party Liability Insurance, Workmen Compensation & other Policies, wherever applicable and required by Employer/Owner. 10. All policies produced by the Contractor above shall carry the Primary and Non-Contributory clause. 11. Any errors or acts of commission or omission on the part of the Contractor shall not vitiate the claim of Owner or lender or of any other party that Owner may assign the policy to. 12. All policies to be taken by the Contractor shall be as per Insurance Regulations of Bhutan. 13. Any other insurance as per prudent market practice to be bought by contractor
Sub-Clause 20.1 Claims	In a): "any additional payment" is replaced with "payment."
Sub-Clause 20.2.7 General Requirements	Sub-Clause 20.2.7 "General Requirements" shall be read as Sub-Clause 20.2.8 "General Requirements".
Sub-Clause 20.2.7 Claims for Idling of Contractor's Resources	Insert Sub-Clause 20.2.7 "Claims for Idling of Contractor's Resources" as under: In the event of occurrence of idling of Contractor's resource for the reasons not attributable to the Contractor, the valuation of idling time cost claims shall be determined as under: **(i) Cost of owned Equipment**

Cost of owned Equipment will comprise of the following elements:

a) Depreciation Cost

Annual Depreciation (Based on life in years) = 0.9 × Book Value/Life in years.

Depreciation cost payable for idling = {Idle period in days × 0.50 × (Annual Depreciation/365 days)}.

However, if the equipment has completed its scheduled life in years, in that case the depreciation shall be considered as zero.

b) Interest on capital Investment: (Rate of Interest # /100) × Average Annual Cost

The average annual cost is determined as follows:

Average Annual Cost = Book value of Equipment × (n+1)/2n

Interest on Capital Investment payable for Idling Period = {(Idle period in days × (Rate of Interest # /100) × (Average Annual Cost/365 days)}

Where,

- "n" refers to the life of equipment in years.
- Book value = purchase price plus freight, insurance, all taxes and duties, port clearance charges, erection and commissioning charges and other incidental charges minus the cumulative depreciation.
- the interest rate (#) equal to 9.5% p.a. (simple rate of interest).

c) Insurance Charges

Insurance charges payable during idling period in respect of Contractor's Plant & Machinery (CPM) policy shall be considered as per actual.

(i) Cost of leased/hired Equipment

In case of leased/hired equipment, the hire charges shall be applicable for the idling period agreed between Contractor and hiring agents. The value of the claim amount shall be assessed by the Employer keeping in view documentary evidence provided by the Contractor, prevailing market rate and reasonableness of the claim.

NOTE: Cost of equipment either at (i) or (ii) above shall be applicable for the specific equipment i.e. owned or hired or leased as the case may be.

(iii) Cost of Labour

The labour directly engaged for the works at Site by the Contractor or through Sub-Contractor, as verified by the Engineer, will be reimbursed for

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	idle period in case Contractor produces proof that idle labour has been paid wages during the period of idling. Cost of equipment operators, as verified by Engineer, will be worked out as per CWC norms or actual, limited to whichever is lower. The above cost will be considered for payment based on the supporting details such as attendance sheet, receipt of deposit of provident fund duly certified by the Contractor. In addition to actual cost of labour, indirect charges shall be considered. The indirect charges (other than salary) shall be 80% and 55% for skilled and unskilled labour respectively. Indirect charges shall be applicable on the basic wages/salaries. Basic wages/salaries mean component of wages/salaries on which statutory deductions like Provident Fund/Health Contribution is deposited to the statutory authority. **(iv) Cost of Site staff** The Cost of site executives/supervisory staff shall be considered for payment as per actual. The site staff implies all the staff posted at the site excluding staff posted at the Head office. Cost of site staff shall be supported by relevant documents. The cost shall be considered for payment based on the supporting details in form of pay ledger, bank details, detailed pay slips, certificate of income tax deducted at source issued by the Contractor as well as Sub-Contractor's and receipt of deposit of Provident Fund duly certified by the Contractor. In this head, staff physically deployed at site shall only be considered. **(v) Overheads** Overhead costs include but are not limited to Office and share of head office expenses, Legal charges, General establishment, Watch and Ward, Local conveyance, Travelling expenses, Social welfare, salaries of Managerial and clerical staff etc. and Publicity etc. Overhead Charges = 5% of Accepted Contract Amount × Authorized Time Extension (Days) for Compensation Events (idling)/(Construction Period in days). The lump-sum component of overhead as 5% shall cover all other charges not included expressly in any of the items of claim at Sl. (i) to (iv) as above. **(vi) Bank Guarantees and Insurance charges** These charges are to be considered towards cost compensation for the idle period based upon documentary evidence of payment of premium/additional charges by the Contractor towards Insurance/Performance Bank Guarantee and Retention Money Bank Guarantee.

	(vii) The Applicable Taxes on the cost claims The applicable taxes on the above elements of the cost claim, if applicable, shall be borne by the Employer
Sub-Clause 21.1 Constitution of the DAAB	*The following is added at the end of the first paragraph:* "The DAAB shall also review and decide on any SEA/SH Referral submitted to the DAAB pursuant to Sub-Clause 6.23.1 [*Receipt of SEA/SH allegations*] and Sub-Clause 6.23.2 [*Contractor's non-compliance with SEA/SH contractual obligations*], in accordance with Sub-Clause 21.9 [*SEA/SH Referrals*]. In the second paragraph, at the end of the first sentence after deleting: ".", the following is added: ", each of whom shall meet the criteria set forth in Sub-Clause 3.3 of Appendix- General Conditions of DAAB Agreement."
Sub-Clause 21.2 Failure to Appoint DAAB Member (s)	For both (a) and (b)of this clause 'by the date stated in the first paragraph is replaced with: "within 42 days from the date of notification for a request for appointment of DAAB member by either party"
Sub-Clause 21.6 Arbitration	*In the first paragraph, the word "finally settled by international arbitration" is replaced by:* Arbitral Tribunal constituted under the Alternative Dispute Resolution Act of Bhutan under the Alternative Dispute Resolution Centre (ARDC) and its Rules in force at the time of commencement of the arbitration. The seat of arbitration shall be Thimphu, Bhutan.
The following new Sub-Clauses 21.9 to 21.11 are added	
Sub-Clause 21.9 SEA/SH Referrals	SEA/SH Referrals pursuant to Sub-Clause 6.23 shall be submitted by the Employer to the DAAB in writing, copied to the Contractor and the Engineer. For a DAAB of three persons, the SEA/SH Referrals shall be deemed to have been received by the DAAB on the date it is received by the chairperson of the DAAB. Upon receipt of a SEA/SH Referral, the DAAB shall request the Contractor in writing (copied to the Employer and the Engineer) to submit a statement demonstrating its compliance, including the compliance of any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to a SEA/SH allegation and/or any Engineer's Notice to Correct for non-compliance with the SEA/SH contractual obligations. The Contractor shall within 28 days of receipt of this request, submit in writing such a statement to the DAAB copied to the Employer and the Engineer. In reviewing the Referral, the DAAB shall focus exclusively on compliance of the Contractor, including any Subcontractor identified in the SEA/SH Referral, with the SEA/SH Prevention and Response Obligations, including the actions taken in response to the SEA/SH allegation and/or any Engineer's Notice to Correct for non-compliance with the SEA/SH obligations. The DAAB shall not assess the merits of an underlying allegation, including the factual aspects of the alleged SEA and/or SH incident.

	The DAAB decision, which shall state that it is issued under this Sub-Clause 21.9, shall be provided in writing to the Parties with a copy to the Engineer within 42 days of receiving the SEA/SH Referral. The decision of the DAAB taken pursuant to this Sub-Clause 21.9 shall be binding on the Parties and any of its Subcontractors' as applicable. The DAAB decision arising from an allegation of SEA/SH incident shall state whether the Contractor, including any Subcontractor identified in the SEA/SH referral, was in compliance with its SEA/SH obligations at the time of occurrence of the alleged incident. The DAAB decision shall not disclose the name of the alleged survivor nor of the alleged perpetrator.
Sub-Clause 21.10 Dissatisfaction with DAAB's decision on SEA/SH Referrals	If either Party is dissatisfied with the DAAB's decision issued under Sub-Clause 21.9 *[SEA/SH Referrals]*, such Party may give a NOD to the other Party in accordance with Sub-Clause 21.4.4 *[Dissatisfaction with DAAB's decision]*. Sub-Clause 21.5 *[Amicable Settlement]* shall not apply. If the DAAB's decision has not become final and binding pursuant to Sub-Clause 21.4.4, the matter shall be finally settled by arbitration in accordance with Sub-Clause 21.6 *[Arbitration]*.
Sub-Clause 21.11 Bank's disqualification of the Contractor and its Subcontractors	The Employer shall immediately notify the Bank of the DAAB's decision on SEA/SH Referral, any notification received on the commencement of Emergency Arbitration, and the Emergency Arbitrator Order if any. If the DAAB determines that the Contractor has failed to correct identified non-compliance with SEA/SH Prevention and Response Obligation or it was non-compliant with such obligations at the time of an alleged incident, the Bank may disqualify the Contractor, as well as any Subcontractors' determined to be non-compliant, from being awarded a Bank-financed contract unless the Emergency Arbitrator grants an order in favor of the Contractor. The disqualification period shall be for two years unless the Contractors receives an arbitration award in its favor within the two-year period. The Contractor's disqualification under this Sub-Clause is without prejudice to the Parties' rights and obligations under the Contract.
Appendix- General Conditions of DAAB Agreement	
1. Definitions	Sub-Clause 1.4 "DAAB Activities." At the end, the following is added: "This also includes handling of SEA/SH Referrals in accordance with Sub-Clause 21.9 of the Conditions of Contract." In Sub-Clause 1.8(a)(i): "authorised representative of the contractor or of the Employer" is replaced with: "Contractor's Representative or authorised representative of the Employer."
2. General Provisions	Sub-Clause 2.2 is deleted in its entirety.
3. Warranties	*Sub-Clause 3.3 is deleted and replaced with the following:* "When appointing the DAAB Member, each Party relies on the DAAB Member's representations, that he/she: a) has at least a bachelor's degree in relevant disciplines such as law, engineering, construction management or contract management;

	b) has at least ten years of experience in contract administration/management and dispute resolution, out of which at least five years of experience as an arbitrator or adjudicator in construction-related disputes; c) has received formal training as an adjudicator from an internationally recognized organization; d) has experience and/or is knowledgeable in the type of work which the Contractor is to carry out under the Contract; e) has experience in the interpretation of construction and/or engineering contract documents; f) has familiarity with the forms of contract published by FIDIC and an understanding of the dispute resolution procedures contained therein; and g) is fluent in the language for communications stated in the Contract Data (or the language as agreed between the Parties and the DAAB)."
7. Confidentiality	In Sub-Clause 7.3: "or" is deleted after sub-paragraph (b), and the following added: "or (d) is being provided to the Bank."
9. Fees and Expenses	In Sub-Clause 9.1 (c): "business class or equivalent" is replaced with: "in less than first class." In Sub-Clause 9.4: "and air fares" and "other" are deleted from the first and second sentences, respectively.
Annex- DAAB Procedural Rules	
Rule 3.3	In 3.3 (b), "140 days" is replaced with: "90 days".
Rule 3.7	The following is added after the sentence: "The agenda shall include review of the (i) Contractor's compliance with the SEA/SH Prevention and Response Obligations; and (ii) Engineer's failure to discharge its duties under the Contract in this regard, including as specified in Sub-Clause 6.24 of the Contract Conditions."
Rule 3.10	The following is added at the end of the paragraph: "The report shall identify any issue which raises SEA and/or SH concerns, including details of any potential noncompliance of the Contractor, including its Subcontractors, with the SEA/SH Prevention and Response Obligations." The DAAB shall also provide a report to the Employer on any potential failure of the Engineer to discharge its duties in regard to the SEA/SH Prevention and Response Obligations, including on identifying the Contractor's failure to comply with the obligations, and the Notice to Correct and notification duties in accordance with Sub-Clause 6.24 of the Contract Conditions."

Particular Conditions Part C- Fraud and Corruption

FRAUD AND CORRUPTION

2.1 In line with the policy of the Royal Government of Bhutan (RGOB), the Employer requires that the Bidders, Contractors and their Subcontractors shall observe the highest standards of ethics during the bidding process and execution of Contracts. The terms "corrupt practice", "fraudulent practice", "collusive practice", "coercive practice" and "obstructive practice" shall be as per the definition in Sub-Clause 1.17 of PCC. In pursuance of this policy, the Employer:

f) will reject a Bid 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 in competing for the contract in question;

g) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing contract;

h) will have the right to require that a provision be included in Bidding Documents and in contracts, requiring Bidders, Suppliers, Contractors and their Subcontractors to permit the Employer, any organization or person appointed by the Employer and/or any relevant RGoB agency to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Employer;

i) requires that Bidders, as a condition of admission to eligibility, execute and attach to their bids an Integrity Pact Statement in the form provided in Section III, Bidding Forms. Failure to provide a duly executed Integrity Pact Statement may result in disqualification of the Bid; and

j) will report any case of corrupt, fraudulent, collusive, coercive or obstructive practice to the relevant RGoB agencies, including but not limited to the Anti-Corruption Commission (ACC) of Bhutan, for necessary action in accordance with the statutes and provisions of the relevant Agency.

2.2 Furthermore, the Bidders shall be aware of the provisions stated in Sub-Clause 1.1.6 of PCC.

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B: The World Bank

1. **Purpose**

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

2. **Requirements**

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:
   i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
   ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
   iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
   iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
   v. "obstructive practice" is:
      (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harass or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
      (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or

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execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner[21]; (ii) to be a nominated [22] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect [23] all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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

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

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

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Particular Conditions Part D- Environmental and Social (ES)

Metrics for Progress Reports

Metrics for regular reporting:

a. *environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;*
b. *health and safety incidents, accidents, injuries that require treatment and all fatalities;*
c. *interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);*
d. *status of all permits and agreements:*
   (i) work permits: number required, number received, actions taken for those not received;
   (ii) status of permits and consents:
   - list areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
   - list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
   - identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
   - for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
e. *health and safety supervision:*
   (i) Occupational Health and safety officer: number of days worked, number of walk-through inspections and work observations, reports to construction/project management;
   (ii) number of workers, work hours, recordable incidents (medical treatment cases, lost time injuries, fatalities), first-aid cases, near-misses, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), unsafe conditions, unsafe acts, worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any); and
   (iii) provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided), medical screening and follow-up examination.
f. *worker accommodations:*
   (i) number of expats housed in accommodations, number of locals;
   (ii) date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
   (iii) actions taken to recommend/require improved conditions, or to improve conditions.
g. *gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);*
h. *training:*

(i) number of new workers, number receiving induction and refresher trainings, dates of trainings;

(ii) number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;

(iii) number and dates of communicable diseases (including STDs) sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.

(iv) number and date of SEA and SH prevention sensitization and/or training events, including number of workers receiving training on Code of Conduct for Contractor's Personnel (in the reporting period and in the past), etc.

i. environmental and social supervision:

(i) environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;

(ii) sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and

(iii) community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.

j. *Grievances: list new grievances (e.g., number of allegations of SEA and SH) received in the reporting period and number of unresolved past grievances by date received, complainant's age and sex, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):*

(i) Worker grievances;

(ii) Community grievances

k. Traffic, road safety and vehicles/equipment:

(i) traffic and road safety incidents and accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;

(ii) traffic and road safety incidents and accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;

(iii) overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).

l. Environmental mitigations and issues (what has been done):

(i) dust: number of working bowsers, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/ spoil lorries with covers, actions taken for uncovered vehicles;

(ii) erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;

(iii) quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of

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environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;

(iv) blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);

(v) spill clean-ups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination;

(vi) waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;

(vii) details of tree plantings and other mitigations required undertaken in the reporting period;

(viii) details of water and swamp protection mitigations required undertaken in the reporting period.

m. ES compliance/reporting:

(i) compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;

(ii) compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

(iii) compliance status of SEA and SH prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

(iv) compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

(v) other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

(vi) Labor and working conditions including workforce details, subcontractor's workers and its compliance status, wage payments including delays or disputes, working hours, overtime(s), disciplinary actions and violation of COC.

(vii) Reporting on resource efficiency and sustainability including energy consumption and fuel use, water consumption and source-wise abstraction, sourcing of construction materials from approved or authorized vendors, quantity of reused/recycled construction materials, waste recycling and recovery rates

(viii) Emergency preparedness and response including number and type of emergency incidents reported and response actions, availability and status of emergency response equipment and trained response personnel, number and frequency of emergency mock drills conducted and key observations and corrective actions

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Particular Conditions Part E- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration for Subcontractors

[The following table shall be filled in by each subcontractor proposed by the Contractor, which was not named in the Contract]

Subcontractor's Name: *[insert full name]*
Date: *[insert day, month, year]*
Contract reference *[insert contract reference]*
Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration
We: ☐ (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. ☐ (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor. ☐ (d) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have subsequently demonstrated that we have adequate capacity and commitment to comply with SEA /SH obligations. ☐ (e) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations for a period of two years. We have attached specific evidence demonstrating that we have adequate capacity and commitment to comply with SEA and SH obligations.
[*If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]*
[If (d) or (e) above are applicable, provide the following information:]
Period of disqualification: From: _____ To: _____
If previously provided on another Bank financed works contract, details of evidence that demonstrated adequate capacity and commitment to comply with SEA/SH obligations (**as per (d) above)** Name of Employer: _____ Name of Project: _____ Contract description: _____ Brief summary of evidence provided: _____ _____ Contact Information: (Tel, email, name of contact person): _____ _____
As an alternative to the evidence under (d), other evidence demonstrating adequate capacity and commitment to comply with SEA/SH obligations (**as per (e) above))** *[attach details as appropriate]*. _____

_____

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

Particular Conditions Part F-Environmental, Social, Health and Safety Performance Declaration

[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]

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

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

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

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

<table>
<tr><th colspan="5">Environmental, and Social, Health and Safety Performance Declaration
in accordance with Section III, Evaluation and Qualification Criteria</th></tr>
<tr><td colspan="5">No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health and Safety (ESHS) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5. Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health and Safety (ESHS) performance since the date specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.5. Details are described below:</td></tr>
<tr><th>Year</th><th>Suspended or terminated portion of contract</th><th>Contract Identification</th><th>Total Contract Amount (current value, in BTN/INR equivalent)</th><th>Copies of signed certificates from ongoing and ex-clients (Yes/No)</th></tr>
<tr><td rowspan="4"></td><td rowspan="4"></td><td>Contract Identification:</td><td rowspan="4"></td><td rowspan="4"></td></tr>
<tr><td>Name of Employer:</td></tr>
<tr><td>Address of Employer:</td></tr>
<tr><td>Reason(s) for suspension or termination: [indicate main reason(s) e.g., gender-based violence; sexual exploitation or sexual abuse breaches]</td></tr>
<tr><td colspan="5">Performance Security called by an employer(s) for reasons related to ESHS performance</td></tr>
<tr><th>Year</th><th colspan="2">Contract Identification</th><th>Total Contract Amount (current value, in BTN/INR equivalent)</th><th>Remarks</th></tr>
<tr><td></td><td colspan="2">Contract Identification:</td><td></td><td></td></tr>
</table>

Section X- Contract Forms

Notification of Intention to Award

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process.]

[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to all participating Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*
Project: *[insert name of project]*
Contract title: *[insert the name of the contract]*
Country: *[insert country where RFB is issued]*
Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*
RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

a) request a debriefing in relation to the evaluation of your Bid, and/or

b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	*[insert name of successful Bidder]*
Address:	*[insert address of the successful Bidder]*
Contract price:	*[insert contract price of the successful Bidder]*
Total combined score:	*[insert the total combined score of the successful Bidder]*

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid, Bid prices as read out and evaluated, technical and combined scores.]*

Name of Bidder	Technical Score	Bid price	Evaluated Bid Cost	Combined Score
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*
[insert name]	*[insert Technical score]*	*[insert Bid price]*	*[insert evaluated cost]*	*[insert combined score]*

3. Reason/s why your Bid was unsuccessful *[Delete if the combined score already reveals the reason]*

[INSTRUCTIONS; State the reason/s why <u>this</u> Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on ***[insert date]*** **(local time).**

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number]* **delete if not used**

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

1. Directly email to the Project Director/Chief Executive Officer

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on ***[insert date]*** **(local time)**.

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

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

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

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

directly or indirectly holding 25% or more of the shares

directly or indirectly holding 25% or more of the voting rights

directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

RFB No.: [*insert number of RFB process*]
Request for Bid No.: [*insert identification*]

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

In response to your request in the Letter of Acceptance *dated [insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

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

OR

(iii) We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]

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

Name of the Bidder: *[*insert complete name of the Bidder*]_____

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

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

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

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

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

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Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

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 Contract Data]* for the Accepted Contract Amount *[amount in numbers and words] [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 (i) the Performance Security and an Environmental and Social Performance Security ***[Delete ES Performance Security if it is not required under the contract]*** within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms and the ES Performance Security Form, ***[Delete reference to the ES Performance Security Form if it is not required under the contract]*** and (ii) the additional information on beneficial ownership in accordance with ITB 48.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the bidding document.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the _____ day of _____, _____, between _____of _____ (hereinafter "the Employer"), of the one part, and _____ of _____ (hereinafter "the Contractor"), of the other part:

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

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a) the Letter of Acceptance;

(b) the Letter of Bid;

(c) the addenda Nos _____ (if any);

(d) the Particular Conditions;

(e) the General Conditions;

(f) the Specification;

(g) the Drawings; and

(h) the completed Schedules and any other documents forming part of the contract, including, but not limited to:

i. the ES Management Strategies and Implementation Plans;

ii. Code of Conduct for Contractor's Personnel (ES);

iii. Sexual Exploitation and Abuse (SEA), and/or Sexual Harassment (SH) Declaration; and

iv. Local Labour Method Statement.

3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year specified above.

Signed by _____ (for the Employer)

Signed by _____ (for the Contractor)

Performance Security- Option 1: Demand Guarantee

Guarantor letterhead or SWIFT identifier code]

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

Date: _____*[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

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

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ *dated* _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),[241] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2…[252], and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

_____

[signature(s)]

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

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[241] *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency(cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

[252] *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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Environmental and Social (ES) Performance Security

ES Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

Date: _ *[Insert date of issue]*

ES PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

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

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),[261] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social (ES) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2… [272], and any demand for payment under it must be received by us at this office indicated above on or before that date.

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

_____

[signature(s)]

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

---

261 *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

272 *Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

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Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[Insert name and Address of* Employer*]*

Date: _____ *[Insert date of issue]*

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

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

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ *dated* _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (_____) is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) [281] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

(a) has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or

(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount,

[281] *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

less provisional sums, has been certified for payment, or on the ___ day of _____, 2___,[292] whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

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

_____

[signature(s)]

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

[292] *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 [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Retention Money Security

Demand Guarantee

_____ *[Guarantor letterhead or SWIFT identifier code]*

Beneficiary: _____ *[Insert name and Address of* Employer*]*

Date: _____ *[Insert date of issue]*

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

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

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

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

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[insert amount in figures]* (_____) *[amount in words]*[301] upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified therein.

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

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

This guarantee shall expire no later than the …. Day of ……, 2…[312], and any demand for payment under it must be received by us at the office indicated above on or before that date.

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

_____

[signature(s)]

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

[312] *Insert the same expiry date as set forth in the performance security, representing the date twenty-eight days after the completion date described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Proforma for Hypothecation Deed for new Construction Equipment

THIS INDENTURE MADE this _____year_____
_____between ……[Name of Contractor……. with its registered office at ----------[Address]----------(herein after referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) of the One Part;
And
…… [Name and address of the Employer]
…… with its registered office at ----------[Address]----------(herein after referred to as the "Employer" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, assigns) of the Other Part.

WHEREAS
Pursuant to Clause 14.2 of the General Conditions of Contract under Contract No …… Dated …… (the "Contract") for construction of ……[Name of Works] …… at ……..[Name of work site]……. The Employer, at the request of the Contractor agreed to make advance to the Contractor up to a limit of Nu./Rs. (Both in figures and words) _____ (payable after the Construction Equipment has been dispatched, en route to the Site) against hypothecation of unencumbered Construction Equipment at 90% value of new Construction Equipment subject to a maximum of 10% (Ten percent) of the Contract Price brought by the Contractor to the Site for bonafide use for the said Works on the terms and conditions hereinafter appearing.

NOW THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

(i) (a)(All terms used herein and defined in the Contract shall have the respective meanings assigned to them under the Contract.
   (b) It is hereby expressly agreed by and between the Parties that the obligations of Contractor shall be governed by the provisions contained in the Contract and these presents and in the event of there being any inconsistency or repugnancy between the provisions contained in the Contract and these presents, the provisions contained in the Contract shall prevail to the extent of such inconsistency or repugnancy.
(ii) Contractor hereby agrees to perform its obligations under the Contract, as and when due thereunder.
(iii) For the consideration aforesaid and in pursuance of the covenants and obligations undertaken under the Contract, the Contractor hereby hypothecates and charges in favour of the Employer, the Construction Equipment of the Contractor as defined in the Contract and fully described in the Schedule hereto, which the Contractor declares as his absolute and unencumbered property, having fully and wholly paid the cost thereof and which shall be brought to the Site, by way of first and specific charge as security for the repayment to the Employer on demand, of the sum of Nu./Rs. _____ to be given as advance by the Employer under the Contract or so much thereof as from time to time remain due and outstanding, with costs and expenses thereof.

(iv) The Contractor shall create the charge over the Construction Equipment in favour of the Employer with the [*insert name of the appropriate authority - Registrar of Companies and other authorities as the case maybe*] as required under the law and file necessary forms/returns etc. with such authorities within ----- days of receipt of Advance hereunder.

(v) The recovery of the Advance shall be done by the Employer in terms of Clauses 14.2 of the Particular Conditions of Contract.

(vi) That the Contractor has insured the Construction Equipment listed in the Schedule hereto for their full value at his own cost, against loss or damage by theft, fire, lightning, earthquake, explosion, riot, strike, civil commotion, storm, tempest, flood, marine risk, erection risk, war risk and such other risks as Employer shall from time to time require and as shall be generally accepted as customary in regard to property and business of like character. Further, the name of the Employer has been endorsed thereon as 'Loss Payee' in respect of insurance covering the Construction Equipment with a sound and reputable Insurance Company and it has been notified that the Employer has interest in the said policy. The Contractor undertakes to maintain the Insurance Policy in force till such time as the Advance is fully repaid to the Employer. The Contractor shall duly and punctually pay all premiums and shall not do or suffer to be done or omit to do or be done any act which may invalidate or avoid such insurance.

(vii) That the Contractor hereby undertakes not to remove the Construction Equipment described in the Schedule from the Site without the written permission of the Employer.

(viii) That the Contractor hereby undertakes that he will not sell, transfer, convey, pledge or otherwise encumber or part with the said Construction Equipment described in the schedule until the aforesaid sum of Advance is fully repaid to the Employer.

(ix) That the Contractor shall keep and maintain the Construction Equipment in good marketable and working condition and shall not do anything to impair the value of the said Construction Equipment except for normal depreciation and wear and tear and in the event of any loss or damage arising out of causes other than normal wear and tear during the period of hypothecation, the Contractor shall make good such losses or damage to the satisfaction of the Employer failing which the Employer shall be entitled to recover the cost of such loss or damage from the Security Deposit or from any money due to the Contractor.

(x) That in the event of the Contractor not repaying the aforesaid Advance on demand or in the event of the Contractor discontinuing or not completing the Works entrusted to the Contractor by the Employer in terms of the Contract or is otherwise in default of any term hereto and/or the Contract or in the event of the Contractor becoming insolvent, the Employer will be at liberty to take immediate possession of the said Construction Equipment without any notice and without assigning any reason and at the risk and cost of the Contractor. In such circumstances, the Employer shall be entitled to take possession, sell or otherwise dispose off the Construction Equipment either by public auction or by private contract and appropriate the said proceeds thereof after meeting the expenses of such sale, towards payment of outstanding Advance or any outstanding under the Contract without prejudice to the Employer's other rights and remedies under the said Contract. For the avoidance of doubt, the Employer shall be at liberty to sell / dispose off the Construction Equipment at any price deemed appropriate by the Employer in its sole discretion and the Contractor shall not have any right to dispute the veracity and adequacy of the same. The Contractor shall give immediate possession of the said Construction Equipment to the Employer or the nominee(s) of the Employer or such receiver and or manager on demand. The Contractor shall transfer, and deliver to the Employer or such receiver and/or manager all contracts, securities and documents related to the Construction Equipment and Contractor hereby agrees to accept the

Employer account of sales and realization with supporting invoices and receipt of payment received as sufficient proof of amounts realized and relative expenses and to pay on demand by the Employer any shortfall or deficiency thereby shown. Provided, however that the Employer shall not be in any way liable or responsible for any loss, damage or depreciation that the Construction Equipment may suffer or sustain on any account whatsoever whilst the same are in possession of the Employer and/or the nominee(s) and/or such receiver and/or manager or by reason of exercise or non-exercise of rights and remedies available to the Employer and/or such receiver and/or manager as aforesaid and that all such loss, damage or depreciation shall wholly be debited to the account of Contractor howsoever the same may have been caused.

(xi) That the Employer shall also be entitled without prejudice to the Employer's other rights and remedies under the Contract, to realize the amount Advanced or so much thereof as shall remain due and outstanding from any dues and Security Deposits of the Contractor in respect of the said Contract and / or any other contract with the Employer.

(xii) The Contractor shall, whenever required by the Employer, give full particulars to the Employer of the Construction Equipment and shall furnish and verify all statements, reports, returns, certificates and information from time to time and as required by the Employer and make, furnish and execute all necessary documents to give effect to this security.

(xiii) Without prejudice to anything contrary contained herein, this shall be continuing security for the Contract on actual & contingent liabilities under the Contract and the liability of the Contractor therefore shall not be affected, impaired or discharged by winding up (voluntary or otherwise) or by any merger or amalgamation reconstruction or otherwise of the Contractor with any other company or by way of takeover of the management or nationalization of the Contractor.

(xiv) The Contractor hereby declares that subject to the rights, powers and remedies of the Employer hereby provided and reserved, the Construction Equipment are and will at all times be the absolute property of the Contractor with power to deal with the same in the ordinary course of business and except for the charge or charges created and/or to be created in favour of the Employer as provided herein free from any other charges, trust, pledge, lien, claim or encumbrance. Provided always that, if the Employer so agrees the Contractor may replace the damaged Construction Equipment by Equipment of equivalent or greater value.

(xv) The Contractor agrees and undertakes to execute such other deeds or documents and to perform such other acts as may be required by the Employer to further perfect, protect and/or enforce the security created hereunder and if it fails to do the same within the time, if any, allowed by the Employer for the purpose, the Employer or its Agent is hereby irrevocably appointed and authorized to act as holder of Power of Attorney of the Contractor to execute such further documents as may be found necessary and take any steps as may be found required for preservation, enforcement and realization of the security hereunder and to give or allow to give on lease or leave and license the Construction Equipment on such terms as may be found satisfactory and the Contractor shall be liable to bear the expenses that may be incurred in this regard together with interest thereon at the Interest Rate as specified in the Contract and until payment the amount of such expenses and interest thereon shall be a charge on the said Construction Equipment.

(xvi) Nothing herein shall prejudice the rights or remedies of the Employer hereunder in respect of any present or future security, guarantee, obligation or decree for any indebtedness or liability of the Contractor to the Employer on any account whatsoever.

(xvii) No course of dealings and no delay in exercising or omission to exercise any right, power or remedy accruing to the Employer upon any default under the Contract and/or these

presents and/or any other agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence in such default, or affect or impair any right, power, or remedy of the Employer in respect of any other default.

In presence of (Signature of Contractor)	In presence of (Signature of Employer)
1. 2.	1. 2.

Note: The Bidders are not required to fill this Performa.