

**Addendum to the Package No.GSHP-II/NCB/03 Under Second Gujarat State Highway Project (GSHP-II)**

<b>Sr. No</b>	<b>Clause Reference</b>	<b>Original Clause</b>	<b>Amended Clause</b>
1	ITB Clause 3.1	This <i>Invitation for Bids</i> is open to all bidders from the eligible countries as defined under the <i>IBRD Guidelines for Procurement</i> . Any materials, equipment, and services to be used in the performance of the Contract shall have their origin in the eligible source countries.	<p>This <i>Invitation for Bids</i> is open to all bidders from the eligible countries as defined under the <i>IBRD Guidelines for Procurement</i>. Any materials, equipment, and services to be used in the performance of the Contract shall have their origin in the eligible source countries. Please refer to annex-1 on eligibility of country.</p> <p align="center"><b>Annex-1</b> <b>Eligible Countries</b> <b>Eligibility for the Provision of Goods, Works and Non Consulting Services in Bank-Financed Procurement</b></p> <p>1. In reference to ITB 4.7 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 4.7(a) and 5.1: "none" Under ITB 4.7(b) and 5.1: "none"</p> <p>The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Contractor's accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.</p>
2	ITB Clause 4.5 B (a)	Clause 4.5 B (a) Serial No. 13 of Table Paver Finisher Mechanical for WMM work.	Clause 4.5 B (a) Serial No. 13 of Table Paver Finisher with Electronic Sensing Device for WMM work.
3	ITB Clause 16.1	<p>The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of <b>IFB</b> for this particular work. This bid security shall be in favour of Executive Engineer, State Road Project Division, Vadodara, Payable at Vadodara and may be in one of the following forms:</p> <ul style="list-style-type: none"> <li>- a bank guarantee issued by nationalized / scheduled bank located in India or a reputable bank located abroad with counter guarantee from a nationalised/scheduled commercial bank located in India in the form given in Section 8; or</li> <li>- Certified cheque, Bank draft or Letter of Credit in favour of Executive Engineer State Road Project Division, Vadodara, payable at Vadodara.</li> </ul>	<p>The Bidder shall furnish, as part of his Bid, a Bid security in the amount as shown in column 4 of the table of <b>IFB</b> for this particular work. This bid security shall be in favour of Executive Engineer, State Road Project Division, Rajkot, Payable at Rajkot and may be in one of the following forms:</p> <ul style="list-style-type: none"> <li>- a bank guarantee issued by nationalized / scheduled bank located in India or a reputable bank located abroad with counter guarantee from a nationalised/scheduled commercial bank located in India in the form given in Section 8; or</li> <li>- Certified cheque, Bank draft or Letter of Credit in favour of Executive Engineer State Road Project Division, Rajkot, payable at Rajkot.</li> </ul>
4	ITB Clause 23.1	The Employer will open all the Bids received (except those received late), including modification made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at 15.00 hours (IST) on the date and place specified in clause 20. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.	The Employer will open all the Bids received (except those received late), including modification made pursuant to Clause 22, in the presence of the Bidders or their representatives who choose to attend at 12.30 hours (IST) on the date and place specified in clause 20. In the event of the specified date of Bid opening being declared a holiday for the Employer, the Bids will be opened at the appointed time and location on the next working day.

Sr. No	Clause Reference	Original Clause	Amended Clause
5	ITB Clause 37	<p><b>37. Corrupt or Fraudulent Practices</b></p> <p>37.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(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<sup>2</sup>;</p> <p>(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation<sup>3</sup>;</p> <p>(iii) “collusive practice” is an arrangement between two or more parties<sup>4</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;</p> <p>(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<sup>5</sup>;</p> <p>(v) “obstructive practice” is</p> <p>(aa) 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</p> <p>(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under sub-clause 37.2 below.</p> <p>(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;</p> <p>(c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement</p>	<p><b>Entire Clause 37 Replaced as under</b></p> <p><b>37. Fraud and Corruption</b> Please see the Annex -2 on Fraud and Corruption</p> <p style="text-align: center;"><b>Annex-2</b> <b>Bank Policy - Corrupt and Fraudulent Practices</b> Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits &amp; Grants by World Bank Borrowers, dated January 2011.</p> <p><b>“Fraud and Corruption:</b></p> <p>1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>1</sup> In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(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;<sup>2</sup>;</p> <p>(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>3</sup></p> <p>(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;<sup>4</sup></p> <p>(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;<sup>5</sup></p> <p>(v) "obstructive practice" is</p> <p>(aa) 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</p> <p>(bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.</p> <p>(b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly</p>

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		<p>or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation; and</p> <p>(d) will sanction a firm or an individual, at any time, in accordance with prevailing Bank's sanctions procedures<sup>a</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>b</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract</p> <p>37.2 In further pursuance of this policy, Bidders shall permit the Bank to inspect 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 and Employer; and</p> <p>37.3 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 23.2 and 59.2 (h) of the Conditions of Contract.</p> <p><sup>1</sup>In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.</p> <p><sup>2</sup> "Another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.</p> <p><sup>3</sup> "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.</p> <p><sup>4</sup> "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.</p> <p><sup>5</sup> "Party" refers to a participant in the procurement process or contract execution.</p> <p><sup>a</sup> A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: (i) temporary suspension in connection with an ongoing sanctions proceeding; (ii) cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks; and (iii) the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption.</p> <p><sup>b</sup>A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which either 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 are accounted for in the evaluation of the bidder's pre-</p>	<p>or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>(c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it 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 or the implementation 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;</p> <p>(d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>6</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>7</sup>;</p> <p>(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect 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."</p> <p><sup>1</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.</p> <p><sup>2</sup> For the purpose of this sub-paragraph, "<i>another party</i>" refers to a public official acting in relation to the procurement process or contract execution. In this context, "<i>public official</i>" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.</p> <p><sup>3</sup> For the purpose of this sub-paragraph, "<i>party</i>" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.</p> <p><sup>4</sup> For the purpose of this sub-paragraph, "<i>parties</i>" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.</p> <p><sup>5</sup> For the purpose of this sub-paragraph, "<i>party</i>" refers to a participant in the procurement process or contract execution.</p> <p><sup>6</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.</p> <p><sup>7</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either 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.</p>

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6	Section -2 Forms of Bid Qualification information 1.5	1.5 The following.....Instruction to Bidders Sr. No.13 of 1st Column of Table, Paver Finisher Mechanical for WMM work.	1.5 The following.....Instruction to Bidders Sr. No.13 of 1st Column of Table, Paver Finisher with Electronic Sensing Device for WMM work.
7	Section-3 Condition of Contract Special Condition of Contract		Add the following to G C C clause 23.2 <b>12. Inspections and Audit by the Bank</b> The Contractor shall permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the Contractor's accounts and records relating to the performance of the Contract and to have such accounts and records audited by auditors appointed by the Bank if required by the Bank.

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8	Section-3 Condition of Contract Special Condition of Contract	ANNEXUER B TO SPECIAL CONDITION OF CONTRACT	ANNEXUER B TO SPECIAL CONDITION OF CONTRACT Add new Clause to EMP after Second Para: <b>Clause for Nonconformity to EMP - Protection of the Environment</b> The Contractor shall implement all mitigation measures for which responsibility is assigned to him as stipulated in the EMP Report. Any lapse in implementing the same will attract the damage clause as detailed below: 1. All lapse in obtaining clearances / permissions under statutory regulations and violations of any regulations with regard to eco-sensitive areas shall be treated as a major lapse. 2. Any complaints of public, within the scope of the Contractor, formally registered with the CSC, R & BD or with the GoG and communicated to the Contractor, which is not properly addressed within the time period intimated by the CSC / R & BD, GoG shall be treated as a major lapse. 3. Non-conformity to any of the mitigation measures stipulated in the EMP Report (other than stated above) shall be considered as a minor lapse. 4. On observing any lapses, CSC shall issue a notice to the Contractor, to rectify the same. 5. Any minor lapse for which notice was issued and not rectified, first and second reminders shall be given after ten days from the original notice date and first reminder date respectively. Any minor lapse, which is not rectified, shall be treated as a major lapse from the date of issuing the second reminder. 6. If a major lapse is not rectified upon receiving the notice CSC shall invoke reduction, in the subsequent interim payment certificate. 7. For major lapses, 10% of the interim payment certificate will be withheld, subject to a maximum limit of about 0.5 % of contract Value. 8. If the lapse is not rectified within one month after withholding the payment, the amount withheld shall be forfeited																																																								
9	Section 4 Contact Data Clause 13 of Condition of Contract.	Insurance requirements are as under: [13] <table border="1" data-bbox="331 994 1061 1406"> <thead> <tr> <th></th> <th></th> <th>Minimum Cover for Insurance</th> <th>Maximum deductible for Insurance</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td>Works and Plant and Materials</td> <td>Rs 350 million</td> <td>Rs 1,00,000</td> </tr> <tr> <td>(ii)</td> <td>Loss or damage to Equipment</td> <td>Rs 10 million</td> <td>Rs 1,00,000</td> </tr> <tr> <td>(iii)</td> <td>Other Property</td> <td>Rs 1 million</td> <td>Rs 1,00,000</td> </tr> <tr> <td>(iv)</td> <td>Personal injury or death insurance:</td> <td></td> <td></td> </tr> <tr> <td></td> <td>a) for other people;</td> <td>Rs 2 million</td> <td>Rs 1,00,000</td> </tr> <tr> <td></td> <td>b) for Contractor's Employees</td> <td colspan="2">In accordance with the statutory requirements applicable to Indi</td> </tr> </tbody> </table>			Minimum Cover for Insurance	Maximum deductible for Insurance	(i)	Works and Plant and Materials	Rs 350 million	Rs 1,00,000	(ii)	Loss or damage to Equipment	Rs 10 million	Rs 1,00,000	(iii)	Other Property	Rs 1 million	Rs 1,00,000	(iv)	Personal injury or death insurance:				a) for other people;	Rs 2 million	Rs 1,00,000		b) for Contractor's Employees	In accordance with the statutory requirements applicable to Indi		Insurance requirements are as under: [13] <table border="1" data-bbox="1084 994 2063 1433"> <thead> <tr> <th></th> <th></th> <th>Minimum Cover for Insurance</th> <th>Maximum deductible for Insurance</th> </tr> </thead> <tbody> <tr> <td>(i)</td> <td>Works and Plant and Materials a) During Construction Period b) During Maintenance Period (Including D L P)</td> <td>Rs 350 million Rs 100 million</td> <td>Rs 1,00,000 Rs 1,00,000</td> </tr> <tr> <td>(ii)</td> <td>Loss or damage to Equipment</td> <td>Rs 10 million</td> <td>Rs 1,00,000</td> </tr> <tr> <td>(iii)</td> <td>Other Property</td> <td>Rs 1 million</td> <td>Rs 1,00,000</td> </tr> <tr> <td>(iv)</td> <td>Personal injury or death insurance:</td> <td></td> <td></td> </tr> <tr> <td></td> <td>a) for other people;</td> <td>Rs 2 million</td> <td>Rs 1,00,000</td> </tr> <tr> <td></td> <td>b) for Contractor's Employees</td> <td colspan="2">In accordance with the statutory requirements applicable to Indi</td> </tr> </tbody> </table>			Minimum Cover for Insurance	Maximum deductible for Insurance	(i)	Works and Plant and Materials a) During Construction Period b) During Maintenance Period (Including D L P)	Rs 350 million Rs 100 million	Rs 1,00,000 Rs 1,00,000	(ii)	Loss or damage to Equipment	Rs 10 million	Rs 1,00,000	(iii)	Other Property	Rs 1 million	Rs 1,00,000	(iv)	Personal injury or death insurance:				a) for other people;	Rs 2 million	Rs 1,00,000		b) for Contractor's Employees	In accordance with the statutory requirements applicable to Indi	
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10	Section-7 BOQ	Bill of Quantity 'A' Bill of Quantity 'B'	Bill of Quantity 'A' Atkot-Gondal Bill of Quantity 'B' Atkot –Paliad
11	Section-7 BOQ	Bill of Quantity 'A' Item No 7.06 Construction of covered lined drains of concrete grade M 20 including cover slab and reinforcement as per proper slope and dimension as shown in drawing and technical specification clause 309.	Bill of Quantity 'A' Item No 7.06 Construction of covered lined drains of concrete grade M 25 including cover slab and reinforcement as per proper slope and dimension as shown in drawing and technical specification clause 309.
12	Section-7 BOQ	Bill of Quantity 'A' Item No 7.17 (b) (b) Construction of median kerb and island kerb Type B grade M20 (including base preparation, foundation and haunch concrete)	Bill of Quantity 'A' Item No 7.17 (b) (b) Construction of median kerb and island kerb Type A grade M20 (including base preparation, foundation and haunch concrete)
13	Volume-II Drawing	Next Page to Title page 'Volume: II B' STATE HIGHWAY NO 1 <u>PALIAD TO ATKOT</u> KM 151+100 TO KM 162+100	Next Page to Title page 'Volume: II B' STATE HIGHWAY NO 1 <u>PALIAD TO ATKOT</u> KM 151+100 TO KM 167+000

Executive Engineer  
State Road Project Division  
Rajkot