

**Addendum No. 1**

**“Upgradation of Mehsana Bypass section of SH-41A from Panchot Junction (Km 11+743) to Fatehpura Junction (Km 16+450) from 2-lane to 4-lane divided carriageway configuration”  
for Second Gujarat State Highway Project (GSHP-II/EPC/01C)**

Sl. No	Clause Reference	Original Provision	Amended Provision
1.	<b>Invitation for Bids (IFB)</b>  <b>Para-1</b>	The Government of Gujarat through Government of India has received a loan from the International Bank for Reconstruction & Development towards the cost of Second Gujarat State Highway Project (GSHP-II) and intends to apply a part of the funds to cover eligible payments under the contracts for construction of works as detailed below. Bidding is open to all Bidders from eligible source countries as defined in the IBRD Guidelines for Procurement. Bidders from India should, however get registered with the Government of Gujarat or other State Governments/Government of India or State/Central Government Undertakings before submission of bid. Bidders are advised to note the minimum qualification criteria specified in the Instructions to Bidders to qualify for the award of the contract.	The Government of Gujarat through Government of India has received a loan from the International Bank for Reconstruction & Development towards the cost of Second Gujarat State Highway Project (GSHP-II) and intends to apply a part of the funds to cover eligible payments under the contracts for construction of works as detailed below. Bidding is open to all Bidders from eligible source countries as defined in the IBRD Guidelines for Procurement. Bidders from India should, however get registered with the Government of Gujarat or other State Governments/Government of India or State/Central Government Undertakings <b>by the time of contract award</b> . Bidders are advised to note the minimum qualification criteria specified in the Instructions to Bidders to qualify for the award of the contract.  <b>In addition, please refer to paragraphs 1.6 and 1.7 of the World Bank’s Guidelines setting forth the World Bank’s policy on conflict of interest.</b>
2.	<b>Invitation for Bids (IFB)</b>  <b>Para-3</b>	The bid document is available online and bids are to be submitted online through the e-tendering portal <a href="https://www.nprocure.com">https://www.nprocure.com</a> only. Bids submitted manually will not be accepted. The bidders would be required to register in the web-site. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.  “Aspiring bidders who have not obtained the User ID and Password for participating in e-tendering may obtain the same by registering in the website <a href="http://rnb.nprocure.com">http://rnb.nprocure.com</a> .	The bid document is available online and bids are to be submitted online through the e-tendering portal <a href="https://www.nprocure.com">https://www.nprocure.com</a> only. Bids submitted manually will not be accepted. The bidders would be required to register in the web-site. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.  Aspiring bidders who have not obtained the User ID and Password for participating in e-tendering may obtain the same by registering in the website <b><a href="https://www.nprocure.com">https://www.nprocure.com</a></b> .  <b>Interested bidders may obtain further information and inspect the bidding documents at the address given below during office hours.</b> <b>Superintending Engineer,</b> <b>Project Implementation Unit (PIU),</b>

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						<b>Ground Floor, Nirman Bhavan, Sector-10/A, Gandhinagar, Gujarat PIN: 382010, India</b>			
3.	<b>Invitation for Bids (IFB) Para-4 (d)</b>	Original power of attorney as per provisions of Clause 20 of ITB. to the Office of the Superintending Engineer, Project Implementation Unit R&BD, Ground Floor, Nirman Bhavan, Sector-10/A, Gandhinagar, Gujarat PIN:382010, India; after last bid uploading date & time but before the date and time of opening of Bids, either by registered post or by hand, failing which the bids shall not be opened.				Original power of attorney as per provisions of Clause 20 of ITB. to the Office of the Superintending Engineer, Project Implementation Unit R&BD, Ground Floor, Nirman Bhavan, Sector-10/A, Gandhinagar, Gujarat PIN:382010, India; <b>before the last date and time of deadline of uploading</b> either by registered post or by hand, failing which the bids shall not be opened.			
4.	<b>Invitation for Bids (IFB) Para-5</b>	Deleted				<b>Bidding documents are available online on <a href="https://www.nprocure.com">https://www.nprocure.com</a> from 10/03/2019 to 04/05/2019 and can be downloaded by the prospective bidder. Bidders who would like to download the document from the website shall register with their details in the website for obtaining User ID and Password. A non-refundable fee INR.18,000/- (including GST, if applicable) as cost of Bid Document in the form of Demand Draft (DD) drawn on any Scheduled/Nationalized bank payable at Rajkot in favor of Executive Engineer, State Road Project Division Rajkot is to be submitted at the time of uploading and submission of hard copies of the documents. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated and no separate email or other communication will be sent to the registered bidders in this regard.</b>			
5.	<b>Invitation for Bids (IFB) TABLE</b>	<b>Bid No.</b>	<b>Name of work</b>	<b>Bid Security (INR)</b>	<b>Bid Document fee Non-refundable (INR)</b>	<b>Bid No.</b>	<b>Name of work</b>	<b>Bid Security (INR)</b>	<b>Bid Document fee Non-refundable (INR)</b>
		GSHP-II/EPC/1B	Engineering, Procurement and Construction (EPC) Contract for the work of "Upgradation of Sidhpur (km 109+507) to Palanpur (140+000) section of SH-41 from 4-	INR 310 Lakhs (Rupees three hundred ten lakhs only)	INR 18,000/-	GSHP-II/EPC/1B	Engineering, Procurement and Construction (EPC) Contract for the work of "Upgradation of Sidhpur (km 109+507) to Palanpur (140+000) section of SH-41 from 4-lane to 6-lane divided carriageway	INR 310 Lakhs (Rupees three hundred ten lakhs only)	INR 18,000/- <b>(including GST, if applicable)</b>

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			lane to 6-lane divided carriageway configuration with 2 m wide multipurpose path adjoining the paved shoulder on LHS and landscaping at select locations”				configuration with 2 m wide multipurpose path adjoining the paved shoulder on LHS and landscaping at select locations”  <b>Construction Period: 18 Months (549 days from Appointed date)</b>  <b>Maintenance Period: 5 Years</b>		
6.	<b>Invitation for Bids (IFB)</b>  <b>Para-10</b>	The system will attempt to notify the bidders of any bid updates. The Employer shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify the website for the latest information related to the tender.				The system will <b>provide notification to</b> the bidders of any bid updates. The Employer shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify the website for the latest information related to the tender.			
7.	<b>Section-II Bid Data Sheet (BDS)</b>  <b>ITB 1.1</b>	The number of the Invitation for Bids is: GSHP-II/EPC/01B.				<b>In connection with the Invitation for Bids specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues these Bidding Documents for the procurement of Works as specified in Section VII, Works Requirements. The name, identification, and number of lots (contracts) of this National Competitive Bidding (NCB) process are provided in the BDS.</b>  The number of the Invitation for Bids is: GSHP-II/EPC/1B.			
8.	<b>Section-II Bid Data Sheet (BDS)</b>  <b>ITB 6.3</b>	Tender fee is required: <b>Yes</b>  The step-wise procedure of purchasing Bidding documents from office of the Employer is detailed below:  The bid document is available online and bids are to be submitted online through the e-tendering portal only as detailed under ITB 43 included in this BDS.  The bidder is required to submit a non-refundable fee of INR 18,000/- (Indian Rupees Eighteen Thousand only) in the form Demand Draft of scheduled bank payable at Rajkot in favour of the Executive Engineer, State Road Project Division, Rajkot to the Office of the Superintending Engineer, Project Implementation Unit R&BD, Ground Floor, Nirman Bhavan, Sector-10/A,				Tender fee is required: <b>Yes</b>  The step-wise procedure of purchasing Bidding documents from office of the Employer is detailed below:  The bid document is available online and bids are to be submitted online through the e-tendering portal only as detailed under ITB 43 included in this BDS.  The bidder is required to submit a non-refundable fee of INR 18,000/- (Indian Rupees Eighteen Thousand only) in the form Demand Draft of scheduled bank payable at Rajkot in favour of the Executive Engineer, State Road Project Division, Rajkot to the Office of the Superintending Engineer, Project Implementation Unit R&BD, Ground Floor, Nirman Bhavan, Sector-10/A, Gandhinagar, Gujarat PIN:382010, India; <b>before</b>			

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		<p>Gandhinagar, Gujarat PIN:382010, India; after last bid uploading date &amp; time but before the date and time of opening of Bids, either by registered post or by hand, failing which the bids shall not be opened.</p> <p>Interested bidders may obtain further information from the Office of the Superintending Engineer, PIU-Gandhinagar.</p>	<p><b>last bid uploading date &amp; time</b>, either by registered post or by hand, failing which the bids shall not be opened.</p> <p>Interested bidders may obtain further information from the Office of the Superintending Engineer, PIU-Gandhinagar.</p>
9.	<p><b>Section-II Bid Data Sheet (BDS)</b></p> <p><b>ITB 11.1 (h)</b></p>	<p><i>Add ITB Clause-11.1(h) as:</i></p> <p>The Bidder shall submit with its bid the following additional documents:</p> <p>1) <b>Code of Conduct (ESHS)</b> - The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with Environmental, Social, Health and Safety (ESHS) obligations under the contract. It should cover comprehensively all required details, complete in all respects and include the risks to be addressed by the Code in accordance with Section VII, e.g. Risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, illicit behavior and crime, and maintaining a safe environment etc.</p> <p>In addition, the Bidder shall detail how this Code of Conduct shall be implemented. This shall include: how it will be introduced in the conditions of employment/engagement, what type and kind of training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches. The Contractor shall be required to implement the agreed Code of Conduct upon contract award.</p> <p>2) <b>Management Strategies and Implementation Plans (MSIP)</b> - The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.</p> <ul style="list-style-type: none"> <li>• Traffic Management Plan to ensure safety of local communities from construction traffic.</li> <li>• Water Resource Protection Plan to prevent contamination of drinking water;</li> <li>• HIV Prevention Plan;</li> <li>• Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts;</li> <li>• Strategy for obtaining Consents/Permits prior to start of</li> </ul>	<p><i>Add ITB Clause-11.1(h) as:</i></p> <p>The Bidder shall submit with its bid the following additional documents:</p> <p>1) <b>Code of Conduct (ESHS)</b> - The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with Environmental, Social, Health and Safety (ESHS) obligations under the contract. It should cover comprehensively all required details, complete in all respects and include the risks to be addressed by the Code in accordance with Section VII, e.g. Risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender based violence, illicit behavior and crime, and maintaining a safe environment etc.</p> <p>In addition, the Bidder shall detail how this Code of Conduct shall be implemented. This shall include: how it will be introduced in the conditions of employment/engagement, what type and kind of training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches. The Contractor shall be required to implement the agreed Code of Conduct upon contract award.</p> <p>2) <b>Management Strategies and Implementation Plans (MSIP)</b> - The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.</p> <ul style="list-style-type: none"> <li>• Traffic Management Plan to ensure safety of local communities from construction traffic.</li> <li>• Water Resource Protection Plan to prevent contamination of drinking water;</li> <li>• HIV Prevention Plan;</li> <li>• Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts;</li> <li>• Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit, <b>setting up of the camps and plants etc.</b></li> <li>• Gender based violence and sexual exploitation and abuse</li> </ul>

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		<p>relevant works such as opening a quarry or borrow pit.</p> <ul style="list-style-type: none"> <li>Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan (RAP).</li> </ul> <p>The Contractor shall be required to submit for the Authority's Engineer approval and subsequently implement the Contractor's Environment and Social Management Plan (C-ESMP) in accordance with Section VII that includes the agreed Management Strategies and Implementation Plans described herein under.</p> <p>The extent and scope of these requirements should reflect the significant ESHS risks or requirements set out in Section VII as advised by the Environmental / Social Specialist(s). The key risks to be addressed by the Bidder should be identified by Environmental / Social Specialist(s), for example, from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement Action Plan (RAP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project), up to a maximum of four. The risks may arise during mobilization, construction, or maintenance services and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents / permits, traffic management plan, water resource protection plan, bio-diversity protection plan and a strategy for marking and respecting work site boundaries etc.</p>	<p>(GBV/SEA) prevention and response action plan (RAP).</p> <ul style="list-style-type: none"> <li><b>Raw Materials Management Plan</b></li> <li><b>Hazardous Materials Management Plan</b></li> <li><b>Occupational Health and Safety/Accident Prevention Plan</b></li> <li><b>Emergency Preparedness and Response Plan</b></li> <li><b>Community Relations and Impact Management Plan</b></li> <li><b>Labour Influx Management Plan</b></li> <li><b>ESHS Monitoring Plan</b></li> <li><b>Environmental Monitoring Plan</b></li> <li><b>Air Quality Management Plan</b></li> <li><b>Noise &amp; Vibration Management Plan</b></li> <li><b>Biodiversity Protection Plan</b></li> <li><b>Erosion Prevention and Control Plan</b></li> <li><b>Spill Prevention and Response Management Plan</b></li> <li><b>Waste Management and Disposal Plan</b></li> <li><b>Cultural Heritage Management</b></li> </ul> <p>The Contractor shall be required to submit for the Authority's Engineer approval and subsequently implement the Contractor's Environment and Social Management Plan (C-ESMP) in accordance with Section VII that includes the agreed Management Strategies and Implementation Plans described herein under.</p> <p>The extent and scope of these requirements should reflect the significant ESHS risks or requirements set out in Section VII as advised by the Environmental / Social Specialist(s). The key risks to be addressed by the Bidder should be identified by Environmental / Social Specialist(s), for example, from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement Action Plan (RAP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project), up to a maximum of four. The risks may arise during mobilization, construction, or maintenance services and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents / permits, traffic management plan, water resource protection plan, bio-diversity protection plan and a strategy for marking and respecting</p>

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			work site boundaries etc.
10.	<b>Section-II Bid Data Sheet (BDS)</b>  <b>ITB 15.2</b>	--	Deleted
11.	<b>Section-II Bid Data Sheet (BDS)</b>  <b>ITB 17.2</b>	--	Not Applicable
12.	<b>Section-II Bid Data Sheet (BDS)</b>  <b>ITB 18.3 (a)</b>	Not Applicable.	The bid price shall be adjusted by the following factors: <b>1.003 times for each month of extension agreed upon.</b>
13.	<b>Section-II Bid Data Sheet (BDS)</b>  <b>ITB 19.3 (a)</b>	<i>Replace ITB Clause-19.3 (a) with the following:</i>  The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 19.1 hereinabove in the form of an unconditional bank guarantee (“Bank Guarantee”) / Cashier’s or certified cheque / Demand Draft issued by a nationalized or scheduled bank located in India.	<i>Replace ITB Clause-19.3 (a) with the following:</i>  The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clause 19.1 hereinabove in the form of an unconditional bank guarantee (“ <b>Bank Guarantee</b> ”) issued by a nationalized or scheduled bank located in India.
14.	<b>Section-II Bid Data Sheet (BDS)</b>  <b>ITB 19.3 (d)</b>	None.	<b>Cashier’s or certified cheque / Demand Draft issued by a nationalized or scheduled bank located in India.</b>
15.	<b>Section-II Bid Data Sheet (BDS)</b>  <b>ITB 20.1</b>	<i>Replace ITB Clause-20.1 with the following:</i>  The Bidder shall prepare one original set of the documents comprising the bid as described in ITB-11 and upload them in the e-procurement portal as detailed under Clause ITB 43 included in this BDS. The Bidder shall submit the original set and another copy of the documents with clearly mark them “ORIGINAL” and “COPY”. In the event of any discrepancy between the original and the copy the original shall prevail.	<i>Replace ITB Clause-20.1 with the following:</i>  The Bidder shall prepare one original set of the documents comprising the bid as described in ITB-11 and upload them in the e-procurement portal as detailed under Clause ITB 43 included in this BDS. The Bidder shall submit the <b>original set of the documents.</b>
16.	<b>Section-II Bid Data</b>	<i>Replace ITB Clause-20.2 with the following:</i>  The original and copy of the bid shall be typed or written in	<i>Replace ITB Clause-20.2 with the following:</i>  The <b>original bid</b> shall be typed or written in indelible ink and shall be

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	<p><b>Sheet (BDS)</b></p> <p><b>ITB 20.2</b></p>	<p>indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of either of the following which shall be attached to the bid and uploaded along with the bid:</p> <p>(a) “Power of Attorney” or</p> <p>(b) “an affidavit confirming that the person nominated in Form ELI-1 of Section-IV is the authorised person representing the Bidder. This person shall carry the Power of Attorney of Bidder authorising him as the signatory of the bid on behalf of the bidder”.</p> <p>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.</p>	<p>signed by a person duly authorized to sign on behalf of the Bidder.</p> <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of either of the following which shall be attached to the bid and uploaded along with the bid:</p> <p>(c) “Power of Attorney” or</p> <p>(d) “an affidavit confirming that the person nominated in Form ELI-1 of Section-IV is the authorised person representing the Bidder. This person shall carry the Power of Attorney of Bidder authorising him as the signatory of the bid on behalf of the bidder”.</p> <p>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.</p>
17.	<p><b>Section-II Bid Data Sheet (BDS)</b></p> <p><b>ITB 21.1</b></p>	<p><i>Replace ITB Clause-21.1 with the following:</i></p> <p>The Bidder shall enclose the original and copy of the bid in separate sealed envelopes, duly marking the envelopes as “Original,” and “Copy”. These envelopes containing the original and the copy shall then be enclosed in one single envelope.</p>	<p><i>Replace ITB Clause-21.1 with the following:</i></p> <p>The Bidder shall enclose the <b>original bid in a sealed envelope marked “Inner envelope number 1”</b>.</p>
18.	<p><b>Section-II Bid Data Sheet (BDS)</b></p> <p><b>ITB 21.2</b></p>	<p><i>Add ITB Clause-21.2 as:</i></p> <p>The inner and outer envelopes shall:</p> <p>(a) bear the name and address of the Bidder;</p> <p>(b) be addressed to the Employer in accordance with ITB-22.1;</p> <p>(c) bear the specific identification of this bidding process indicated in the BDS-1.1; and</p> <p>(d) bear a warning not to open before the time and date for bid opening.</p>	<p><i>Add ITB Clause-21.2 as:</i></p> <p><b>Inner envelope Number 2:</b></p> <p><b>The four documents (Original demand draft towards the cost of bid document; Original bid security in approved form; Original affidavit regarding correctness of information furnished with the bid document; and Original power of attorney as per provisions of Clause 20 of ITB) shall be submitted in one envelope. The bidders shall not write their names or addresses on this envelope. It shall be marked “Inner envelope number 2”.</b></p> <p><b>The outer envelope shall:</b></p> <p>(a) bear the name and address of the Bidder;</p> <p>(b) be addressed to the Employer in accordance with ITB-22.1;</p> <p>(c) bear the specific identification of this bidding process indicated in the BDS-1.1; and</p> <p>(d) bear a warning not to open before the time and date for bid opening.</p>

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			<b>The number mentioned on acknowledgement of online submission of the bid by the bidder shall be mentioned on outer envelope containing the documents as detailed above. The name of work shall also be written on the outer envelope.</b>
19.	<b>Section-II Bid Data Sheet (BDS)  ITB 25.1</b>	<i>Replace ITB Clause-25.1 with the following:</i>  The Employer shall open the bids in public, in the presence of Bidders' designated representatives and anyone who choose to attend, and at the address, date and time specified here under. <b>Date: 04 / 05 / 2019</b> <b>Time: 12:30 hrs [Server Time]</b> <b>Place:</b> Office of the Superintending Engineer, Project Implementation Unit (PIU), Ground Floor, Nirman Bhavan, Sector-10/A, Gandhinagar, Gujarat, PIN Code: 382010, India	<i>Replace ITB Clause-25.1 with the following:</i>  The Employer shall open the bids in public, in the presence of Bidders' designated representatives and anyone who choose to attend, and at the address, date and time specified here under. <b>Date: 04 / 05 / 2019</b> <b>Time: 12:30 hrs [Server Time]</b> <b>Place:</b> Office of the Superintending Engineer, Project Implementation Unit (PIU), Ground Floor, Nirman Bhavan, Sector-10/A, Gandhinagar, Gujarat, PIN Code: 382010, India  <b>If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next day working day at the same time and venue.</b>  <b>After opening of the outer envelope, inner envelope number 2 carrying the specified documents shall be opened for verification. The Employer shall open the bid on the e-procurement system only after verification.</b>  <b>In case of non-receipt of these original documents, the bid will not be opened on the e-procurement system and will be declared as non-responsive.</b>
20.	<b>Section-II Bid Data Sheet (BDS)  ITB 27.2</b>	<i>Replace ITB Clause-27.2 with the following:</i>  If a Bidder does not provide clarifications on its bid by the date and time set in the Employer's request for clarifications, the bid shall be evaluated based on the available information and interpretation thereof by the Employer.	<i>Replace ITB Clause-27.2 with the following:</i>  If a Bidder does not provide clarifications on its bid <b>within 7 days from issuance of</b> the Employer's request for clarifications, the bid shall be evaluated based on the available information and interpretation thereof by the Employer.
21.	<b>Section-II Bid Data Sheet (BDS)  ITB 34.3</b>	Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is : <b>25% by value of contract Works and not whole of Works of any particular length / stretch.</b>	Contractor's proposed subcontracting: <b>No limit.</b>
22.	<b>Section-III Evaluation</b>	<b>1.1 Assessment of adequacy of Technical Proposal with Requirements</b> Evaluation of the Bidder's Technical Proposal will include	<b>1.1 Assessment of adequacy of Technical Proposal with Requirements</b> Evaluation of the Bidder's Technical Proposal will include an assessment

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	<b>and Qualification Criteria</b>  <b>1.1</b>	an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works Requirements).	of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII (Works Requirements).  <b>For this purpose, the Bidder shall also submit:</b> <b>(i).A detailed note outlining its proposed methodology and program of construction including implementation of the Environmental and Social Management Plan (ESMP) and Safety Assurance under this contract, backed with equipment planning and deployment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work requirements within the stipulated period of completion as per milestones.</b> <b>(ii) Bidders shall submit an undertaking from each proposed subcontractor to confirm that they have read, understand and will comply with the ESHS obligations and code of conduct.</b>																																																																																																													
23.	<b>Section-III Evaluation and Qualification Criteria</b>  <b>2.5</b>	<p><b>Personnel</b> The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:</p> <table border="1"> <thead> <tr> <th rowspan="2">Sl. No.</th> <th rowspan="2">Key Position</th> <th rowspan="2">No s.</th> <th rowspan="2">Min. Academic Qualification</th> <th colspan="2">Min. Years of Working Experience</th> <th rowspan="2">In case of JV to be Proposed by</th> </tr> <tr> <th>At Specified Position</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project Manager cum Planning Engineer (Contractor's Authorised Representative at Site)</td> <td>1</td> <td>Engg. Degree</td> <td>10</td> <td>20</td> <td>Lead member</td> </tr> <tr> <td>2</td> <td>Highway Engineer</td> <td>1</td> <td>Engg. Degree</td> <td>8</td> <td>10</td> <td>Lead member</td> </tr> <tr> <td>3</td> <td>Structural Engineer</td> <td>1</td> <td>Engg. Degree</td> <td>8</td> <td>10</td> <td>Lead member</td> </tr> <tr> <td>4</td> <td>Materials Engineer</td> <td>1</td> <td>Degree/Diploma</td> <td>5</td> <td>10</td> <td>Any member</td> </tr> <tr> <td>5</td> <td>Quantity Surveyor</td> <td>1</td> <td>Degree/Diploma</td> <td>5</td> <td>10</td> <td>Any</td> </tr> </tbody> </table>	Sl. No.	Key Position	No s.	Min. Academic Qualification	Min. Years of Working Experience		In case of JV to be Proposed by	At Specified Position	Total	1	Project Manager cum Planning Engineer (Contractor's Authorised Representative at Site)	1	Engg. Degree	10	20	Lead member	2	Highway Engineer	1	Engg. Degree	8	10	Lead member	3	Structural Engineer	1	Engg. Degree	8	10	Lead member	4	Materials Engineer	1	Degree/Diploma	5	10	Any member	5	Quantity Surveyor	1	Degree/Diploma	5	10	Any	<p><b>Personnel</b> The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:</p> <table border="1"> <thead> <tr> <th rowspan="2">Sl. No.</th> <th rowspan="2">Key Position</th> <th rowspan="2">No s.</th> <th rowspan="2">Min. Academic Qualification</th> <th colspan="2">Min. Years of Working Experience</th> <th rowspan="2">In case of JV to be Proposed by</th> </tr> <tr> <th>At Specified Position</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Project Manager cum Planning Engineer (Contractor's Authorised Representative at Site)</td> <td>1</td> <td>Engg. Degree</td> <td>10</td> <td>20</td> <td>Lead member</td> </tr> <tr> <td>2</td> <td>Highway Engineer</td> <td>1</td> <td>Engg. Degree</td> <td>8</td> <td>10</td> <td>Lead member</td> </tr> <tr> <td>3</td> <td>Structural Engineer</td> <td>1</td> <td>Engg. Degree</td> <td>8</td> <td>10</td> <td>Lead member</td> </tr> <tr> <td>4</td> <td>Materials Engineer</td> <td>1</td> <td>Degree/Diploma</td> <td>5</td> <td>10</td> <td>Any member</td> </tr> <tr> <td>5</td> <td>Quantity Surveyor</td> <td>1</td> <td>Degree/Diploma</td> <td>5</td> <td>10</td> <td>Any member</td> </tr> <tr> <td>6</td> <td>Plant/Equipment Manager</td> <td>1</td> <td>Degree/Diploma</td> <td>5</td> <td>8</td> <td>Any member</td> </tr> <tr> <td>7</td> <td>Utility Engineer (Electrical)</td> <td>1</td> <td>Degree/Diploma</td> <td>5</td> <td>8</td> <td>Any member</td> </tr> <tr> <td>8</td> <td>Utility Engineer</td> <td>1</td> <td>Degree/Diploma</td> <td>5</td> <td>8</td> <td>Any</td> </tr> </tbody> </table>	Sl. No.	Key Position	No s.	Min. Academic Qualification	Min. Years of Working Experience		In case of JV to be Proposed by	At Specified Position	Total	1	Project Manager cum Planning Engineer (Contractor's Authorised Representative at Site)	1	Engg. Degree	10	20	Lead member	2	Highway Engineer	1	Engg. Degree	8	10	Lead member	3	Structural Engineer	1	Engg. Degree	8	10	Lead member	4	Materials Engineer	1	Degree/Diploma	5	10	Any member	5	Quantity Surveyor	1	Degree/Diploma	5	10	Any member	6	Plant/Equipment Manager	1	Degree/Diploma	5	8	Any member	7	Utility Engineer (Electrical)	1	Degree/Diploma	5	8	Any member	8	Utility Engineer	1	Degree/Diploma	5	8	Any
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							member		(Civil)					member	
		6	Plant/Equipment Manager	1	Degree/Diploma	5	8	Any member	9	Surveyor	3	Degree/Diploma	5	8	Any member
		7	Utility Engineer (Electrical)	1	Degree/Diploma	5	8	Any member	10	Site Supervisor	4	Degree/Diploma	5	8	Any member
		8	Utility Engineer (Civil)	1	Degree/Diploma	5	8	Any member	11	Laboratory Technician	2	Degree/Diploma	3	5	Any member
		9	Surveyor	3	Degree/Diploma	5	8	Any member	12	Environmental/Safety Officer	1	Degree/Diploma /B.Sc. equivalent in similar field	3	5	Any member
		10	Site Supervisor	4	Degree/Diploma	5	8	Any member	13	Environmental Specialist*	1	B Tech / MTech (Environmental Engg) / MSc (Environmental Science)	3 years in preparation / implementation of EMP for infrastructure/ construction projects. Desirable : Operational experience in the application of environmental management principles in infrastructure / construction industry	5	Any member
		11	Laboratory Technician	2	Degree/Diploma	3	5	Any member	14	Health & Safety Engineer*	1	Degree with Certification from OSHAS / NEBOSH	3 years in preparation of HSE Management Plan / Procedure, Environmental Management Procedure, Potential Risk Register / Mitigation Plan, HSE Audit Plan/Procedure etc. Desirable: Operational experience in infrastructure / construction industry	5	Any member
		12	Environmental/Safety Officer	1	Degree/Diploma/B.Sc. equivalent in similar field	3	5	Any member	15	Sociologist*	1	MSW / Masters in Sociology	3 years in monitoring / analyzing / managing risks related	5	Any member
		<p>The Structural Engineer proposed must have experience of construction of bridges and culverts in at least one project.</p> <p>The Bidder shall provide details of the 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, Bidding Forms. [Form PER-1 &amp; PER-2].</p> <p>The Contractor shall endeavour to submit CV of key personnel as per bid document. In case, some CVs are unavailable with the Bidder at the time of bid submission, the Bidder shall furnish an Undertaking that he will deploy the key-personnel as per the requirements of the bid document, if he is awarded the project.</p>													

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							to GBV / SEA / gender issues /migrant labour issues. Desirable: Knowledge of central and state labour laws		
			16	Road Safety consultant	1	Degree in Civil Engineering with post graduation of transportation engineering	5 years experience in road safety audits and empanelled as road safety consultant with MoRTH /NHAI	15	Lead
			<p>The Structural Engineer proposed must have experience of construction of bridges and culverts in at least one project.</p> <p>The Bidder shall provide details of the 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, Bidding Forms. [Form PER-1 &amp; PER-2].</p> <p>The Contractor shall endeavour to submit CV of key personnel as per bid document. In case, some CVs are unavailable with the Bidder at the time of bid submission, the Bidder shall furnish an Undertaking that he will deploy the key-personnel as per the requirements of the bid document, if he is awarded the project.</p>						
24.	<b>Section-IV Bidding Forms</b>  <b>Letter of Bid</b>	<i>Para (g):</i>  If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;	<i>Para (g):</i>  If our bid is accepted, we commit to obtain a performance security <b>and an Environmental, Social, Health and Safety (ESHS) Performance Security</b> in accordance with the Bidding Documents;						
25.	<b>Section-IV Bidding Forms</b>  <b>Letter of</b>	<i>Para (i):</i>  We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Bank, under the Employer’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security	<i>Para (i):</i>  <b>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 a</b>						

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	<b>Bid</b>	Council;	<b>member of 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 Authority's country laws or official regulations or pursuant to a decision of the United Nations Security Council.</b>
26.	<b>Section-IV Bidding Forms</b>  <b>Technical Proposal</b>	<ul style="list-style-type: none"> <li>- Site Organization</li> <li>- Method Statement</li> <li>- Mobilization Schedule</li> <li>- Construction Schedule</li> <li>- Equipment</li> <li>Others</li> </ul>	<ul style="list-style-type: none"> <li>- Site Organization</li> <li>- Method Statement</li> <li>- Mobilization Schedule</li> <li>- Construction Schedule</li> <li>- Equipment</li> <li>- <b>Schedule for Implementation of EMP; ESHS Management Strategies and Implementation Plans; Code of Conduct (ESHS); Personnel</b></li> <li>Others</li> </ul>
27.	<b>Section-IV Bidding Forms</b>  <b>Method Statement</b>	<b>Method Statement</b>	<p><b>Method Statement</b></p> <p><b>[insert Method Statement – A detailed note should be submitted outlining bidders proposed methodology and program of construction including Environmental and Social Management Plan, backed with equipment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per mile stones]</b></p>
28.	<b>Section-IV Bidding Forms</b>  <b>ESHS Management Strategies and Implementation Plans (ESHS-MSIP)</b>	<p><b>ESHS Management Strategies and Implementation Plans (ESHS-MSIP)</b></p> <p>The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.</p> <p>In developing these strategies and plans, the Bidder shall have regard to the ESHS provisions of the contract including those as may be more fully described in the following:</p>	<p><b>ESHS Management Strategies and Implementation Plans (ESHS-MSIP)</b></p> <p>The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.</p> <p>In developing these strategies and plans, the Bidder shall have regard to the ESHS provisions of the contract including those as may be more fully described in the following:</p> <p><i>1. [the Works Requirements described in Section VII];</i></p>

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		<ol style="list-style-type: none"> <li>1. [the Works Requirements described in Section VII];</li> <li>2. [Environmental and Social Management Plan (ESMP)];</li> <li>3. [specify any other relevant document/s]</li> </ol>	<ol style="list-style-type: none"> <li>2. [Environmental and Social Management Plan (ESMP)];</li> <li>3. [specify any other relevant document/s]</li> </ol> <p>The details for preparing these plans are given in Annexure I. The Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Engineer’s prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Authority Engineer.</p>
29.	<p><b>Section-VII: Conditions of Contract and Schedules</b></p> <p><b>10.3.1</b></p>	<p>The Contractor shall construct the Project Highway as specified in Schedule-B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The <b>549<sup>th</sup> (five hundred and forty-ninth)</b> day from the Appointed Date shall be the scheduled completion date (the “<b>Scheduled Completion Date</b>”) and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof.</p>	<p>The Contractor shall construct the Project Highway as specified in Schedule-B and Schedule-C, and in conformity with the Specifications and Standards set forth in Schedule-D. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works. The <b>549<sup>th</sup> (five hundred and forty-ninth)</b> day from the Appointed Date shall be the scheduled completion date (the “<b>Scheduled Completion Date</b>”) and the Contractor agrees and undertakes that the construction shall be completed on or before the Scheduled Completion Date, including any extension thereof.</p> <p><b>The Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary</b></p>

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			<p>features such as quarries and borrow pits), unless the Authority's Engineer is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Authority Engineer's prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Authority's Engineer.</p>
30.	<p><b>Section-VII: Conditions of Contract and Schedules</b></p> <p><b>11.7</b></p>	<p><b>Monthly progress reports</b> During the Construction Period, the Contractor shall, no later than 10 (ten) days after the close of each month, furnish to the Authority and the Authority's Engineer a monthly report on progress of the Works and shall promptly give such other relevant information as may be required by the Authority's Engineer.</p>	<p><b>Monthly progress reports</b> During the Construction Period, the Contractor shall, no later than 10 (ten) days after the close of each month, furnish to the Authority and the Authority's Engineer a monthly report on progress of the Works and shall promptly give such other relevant information as may be required by the Authority's Engineer.</p> <p><b>This report shall also include progress on the ESHS Management Strategies and Implementation Plans (ESHS-MSIP), and compliance to the applicable Laws/ Rules/ Regulations for protection of environment, public health and safety, and the applicable parts of the Environment and Social Management Plan of the project.</b></p> <p><b>In addition to the progress report the Contractor shall also provide a report on the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix 4 of Appendix D-2 to Schedule-D. In addition to this Appendix 4 reports, the Contractor shall also provide immediate notification to the Authority's Engineer of incidents in the following categories. Full details of such incidents</b></p>

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			<p>shall be provided to the Authority's Engineer within the timeframe agreed with the Authority's Engineer.</p> <p>(a) confirmed or likely violation of any law or international agreement;</p> <p>(b) any fatality or serious (lost time) injury;</p> <p>(c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary)</p> <p>(d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehaviour, rape, sexual assault, child abuse, or defilement, or other violations involving children.</p>
31.	<p><b>Section-VII: Conditions of Contract and Schedules</b></p> <p><b>11.18</b></p>	<p><b>Protection of Environment</b></p> <p>The Contractor shall ensure that during continuance of the contract, the Contractor and his Subcontractor(s) shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, latest notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of some of the major laws that are applicable are given below:</p> <p><b><u>The Water (Prevention and Control of Pollution) Act, 1974</u></b></p> <p>This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. Pollution means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to</p>	<p><b>Protection of Environment</b></p> <p>The Contractor shall ensure that during continuance of the contract, the Contractor and his Subcontractor(s) shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, latest notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority. Salient features of some of the major laws that are applicable are given below:</p> <ol style="list-style-type: none"> <li>1. The Environment (Protection) Act, 1986 and as amended: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.</li> <li>2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms</li> </ol>

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		<p>domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.</p> <p><b><u>The Air (Prevention and Control of Pollution) Act, 1981</u></b></p> <p>This provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.</p> <p><b><u>The Environment (Protection) Act, 1986</u></b></p> <p>This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.</p> <p><b><u>The Public Liability Insurance Act, 1991</u></b></p> <p>This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.</p> <p>The Contractor shall take all reasonable steps to implement the environmental mitigation measures, Environmental Management</p>	<p>and compliance requirements of the Authority and any contractor on behalf of the Authority.</p> <ol style="list-style-type: none"> <li>3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.</li> <li>4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.</li> <li>5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.</li> <li>6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.</li> <li>7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the "protected property" are designated as "protected area" and "controlled area" respectively. No development activity (including building, mining, excavating, blasting) is permitted in the "protected area" and development</li> </ol>

Sl. No	Clause Reference	Original Provision	Amended Provision
		<p>Plan, in accordance with objective, procedures, and other provisions set forth therein and shall not take any action which would prevent or interfere with such implementation. Further, he shall adhere to all environmental requirements of the contract.</p> <p><b>The reference to above mentioned Acts is for guidance.</b></p> <p><b>The Contractor shall follow and implement the Environmental Management Plan given at Specifications and also the updates if any.</b></p> <p>The Contractor shall develop Environmental Management Systems that covers all its operations.</p> <p>The Contractor shall develop Occupational Health &amp; Safety Management Systems that covers all its activities / operations.</p>	<p>activities likely to damage the protected property is not permitted in the “controlled area” without prior permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.</p> <p>8. The Environmental Impact Assessment Notification, 2006 and as amended: This provides for prior environmental clearance for new, modernization and expansion projects listed in Schedule 1 of the Notification. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any environmental management plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the Authority and compliance report stipulated in the permission under the Notification.</p> <p>9. The Water (Prevention and Control of Pollution) Act, 1974 as amended, and the Water (Prevention and Control of Pollution) Rules, 1975 as amended: These provide for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. ‘Pollution’ means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates waste water, and observe the required standards of establishment and operation of these items of work or installations; as well as install and operate all required waste water treatment facilities.</p> <p>10. The Water (Prevention and Control of Pollution) Cess Act, 1977 and The Water (Prevention and Control of Pollution) Cess Rules, 1978: These provide for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Boards for the prevention and control of water</p>

Sl. No	Clause Reference	Original Provision	Amended Provision
			<p data-bbox="1213 219 1944 272">pollution under the Water (Prevention and Control of Pollution) Act, 1974.</p> <p data-bbox="1163 310 1944 732">11. The Air (Prevention and Control of Pollution) Act, 1981 as amended, and the Air (Prevention and Control of Pollution) Rules, 1982: These provides for prevention, control and abatement of air pollution. ‘Air Pollution’ means the presence in the atmosphere of any ‘air pollutant’, which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates air pollution such as batching plants, hot mix plants, power generators, backup power generation, material handling processes, and observe the required standards of establishment and operation of these items of work or installations.</p> <p data-bbox="1163 769 1944 976">12. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.</p> <p data-bbox="1163 1013 1944 1130">13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.</p> <p data-bbox="1163 1167 1944 1341">14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.</p> <p data-bbox="1163 1378 1944 1463">15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.</p>

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			<p>16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.</p> <p>17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.</p> <p>18. Hazardous &amp; Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.</p> <p>19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.</p> <p>20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.</p>

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			<p>21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centres, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.</p> <p>22. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.</p> <p>23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.</p> <p>24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.</p> <p>25. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under</p>

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			<p>this Notification; and will be required to prepare and submit to the Authority and compliance report stipulated in the permission under the Notification.</p> <p>26. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.</p> <p>27. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.</p> <p>28. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater abstraction through digging any bore well or through any other means; and will to ensure full compliance to these rules and any conditions imposed in the permit.</p> <p>29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for safe and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.</p> <p>30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale,</p>

Sl. No	Clause Reference	Original Provision	Amended Provision
			<p>transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit for sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.</p> <p>31. National Building Codes of India, 2005 and as amended: This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements; stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical gadgets, equipment and accessories; and all other such codes incidental to the Contract.</p> <p>The reference to above mentioned Acts is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply.</p> <p>The Contractor shall follow and implement the Environmental and Social Management Plan given at Specification and also the updates if any.</p> <p>The contractor shall develop Environmental and Social Management Systems that covers all its operations and shall be certified to ISO 14001 within one year from the award of the contract.</p> <p>The contractor shall develop Occupational Health &amp; Safety Management Systems that cover all its activities / operations and shall be certified to OHSAS 18001 within one year from the award for contract.</p> <p>The Contractor shall implement all mitigation measures for which</p>

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			responsibility is assigned to him as stipulated in the Environmental and Social Management Plan, and the conditions stipulated in Section VII-Work Requirements: Conditions of Contract together with Schedules, of this Bidding Document, even if not explicitly covered under the ESHS-MSIP submitted by the bidder and made part of the Contract Document.
32.	<p><b>Section-VII: Conditions of Contract and Schedules</b></p> <p><b>11.19</b></p>	<p><b>Labour Laws</b></p> <p>The Contractor and its Subcontractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and byelaws of Government and Government Instrumentality and any other labour law (including rules), regulations, byelaws that may be passed or notification that may be issued under any labour law in future either by the Government or Government Instrumentality.</p> <p>The Contractor shall keep the Authority indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Authority is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / byelaws / acts / rules / regulations including amendments, if any, on the part of the Contractor, the Authority shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Authority.</p> <p>The Contractor is expected to be acquainted with all the latest applicable Laws, including those concerning safety at work.</p>	<p><b>Labour Laws</b></p> <p>Salient features of some of the major laws that are applicable are given below. The list is illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply.</p> <p>(a)Employees Compensation Act 1923: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.</p> <p>(b)Payment of Gratuity Act 1972: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years’ service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.</p> <p>(c)Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act provides for monthly contribution by the Authority plus workers @ 10% or 8.33%. The benefits payable under the Act are:</p> <p>(i)Pension or family pension on retirement or death, as the case may be.  (ii)Deposit linked insurance on the death in harness of the worker.  (iii) Payment of P.F. accumulation on retirement/death etc.</p> <p>(d)Maternity Benefit Act 1961: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.</p> <p>(e)Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee</p> <p>(f)Contract Labour (Regulation &amp; Abolition) Act 1970: The Act</p>

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			<p>provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Authority by law. The Principal Authority is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Authority if they employ 20 or more contract labour.</p> <p>(g)Minimum Wages Act 1948: The Authority is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.</p> <p>(h)Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.</p> <p>(i)Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.</p> <p>(j)Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.</p> <p>(k)Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.</p> <p>(l)Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and Authoritys. The Trade</p>

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			<p>Unions registered under the Act have been given certain immunities from civil and criminal liabilities.</p> <p>(m)Child Labour (Prohibition &amp; Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.</p> <p>(n)Inter-State Migrant workmen’s (Regulation of Employment &amp; Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.</p> <p>(o)The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Authority of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First – Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Authority to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.</p> <p>(p)Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.</p>

Sl. No	Clause Reference	Original Provision	Amended Provision
			<p>(q)Weekly Holidays Act -1942</p> <p>(r)Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.</p> <p>(s)Employer’s Liability Act, 1938: This Act protects workmen who bring suits for damages against Authorities in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the Authority or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.</p> <p>(t)Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees’ State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the Authority and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.</p> <p>(u)The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the Authority’s liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.</p> <p>(v)Industrial Employment (Standing Order) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Authority on matters provided in the Act and get the same certified by the designated Authority.</p>
33.	<b>Section-VII:</b>	19.5.5 Payment by the Authority shall not be deemed to indicate the Authority's acceptance, approval, consent or satisfaction with	<b>19.5.5 if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or</b>

Sl. No	Clause Reference	Original Provision	Amended Provision
	<p><b>Conditions of Contract and Schedules</b></p> <p><b>19.5.5</b></p>	<p>the work done.</p>	<p>obligation, as determined by the Authority’s Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Authority’s Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following:</p> <ul style="list-style-type: none"> <li>(i) failure to comply with any ESHS obligations or work described in the Works’ Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, 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;</li> <li>(ii) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;</li> <li>(iii) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;</li> <li>(iv) failing to have appropriate consents/permits prior to undertaking Works or related activities;</li> <li>(v) failure to submit ESHS report/s (as described in Appendix 4 of Appendix D-2 to Schedule-D), or failure to submit such reports in a timely manner;</li> </ul> <p>failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).</p>
34.	<p><b>Section-VII: Conditions of Contract and Schedules</b></p> <p><b>19.5.6</b></p>	<p>19.5.5 Payment by the Authority shall not be deemed to indicate the Authority's acceptance, approval, consent or satisfaction with the work done.</p>	<p><b>19.5.6</b> Payment by the Authority shall not be deemed to indicate the Authority's acceptance, approval, consent or satisfaction with the work done.</p>
35.	<p><b>Section-VII: Conditions of Contract and</b></p>	<p><b>26.2.3 Obtaining Dispute Board’s Decision</b></p> <p>If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of</p>	<p><b>26.2.3 Failure to Agree on the Composition of the Dispute Board</b></p> <p><b>If any of the following conditions apply, namely:</b></p> <ul style="list-style-type: none"> <li>(a) either Party fails to nominate a member (for approval by the</li> </ul>

Sl. No	Clause Reference	Original Provision	Amended Provision
	<p><b>Schedules</b></p> <p><b>26.2.3</b></p>	<p>the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Authority’s Engineer, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Authority’s Engineer. Such reference shall state that it is given under this Clause. The DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB. Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s). Within 84 days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract. If either Party is dissatisfied with the DB’s decision, then either Party may, within 28 days after receiving the decision, give a Notice of Dissatisfaction to the other Party indicating its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give a Notice of Dissatisfaction to the other Party. In either event, this Notice of Dissatisfaction shall state that it is given under this Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Neither Party shall be entitled to commence arbitration of a dispute unless a Notice of Dissatisfaction has been given in accordance with this Clause. If the DB has given its decision as to a matter in dispute to both Parties, and no Notice of Dissatisfaction has been given by either Party within 28 days after it received the DB’s decision, then the decision shall become final and binding upon both Parties.</p>	<p><b>other Party), or fails to approve a member nominated by the other Party, by the date stated in the first paragraph of Sub-Clause 26.2.2,</b></p> <p><b>(b) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DB by such date, or</b></p> <p><b>(c) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,</b></p> <p><b>then the appointing entity or official Secretary General, IRC, New Delhi shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DB. This appointment shall be final and conclusive.</b></p>
36.	<p><b>Section-VII: Conditions of Contract</b></p>	<p><b>26.2.3 Obtaining Dispute Board’s Decision</b></p> <p>If a dispute (of any kind whatsoever) arises between the Parties in</p>	<p><b>26.2.4 Obtaining Dispute Board’s Decision</b></p> <p>If a dispute (of any kind whatsoever) arises between the Parties in</p>

Sl. No	Clause Reference	Original Provision	Amended Provision
	<p><b>and Schedules</b></p> <p><b>26.2.4</b></p>	<p>connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Authority’s Engineer, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Authority’s Engineer. Such reference shall state that it is given under this Clause. The DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB. Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s). Within 84 days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract. If either Party is dissatisfied with the DB’s decision, then either Party may, within 28 days after receiving the decision, give a Notice of Dissatisfaction to the other Party indicating its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give a Notice of Dissatisfaction to the other Party. In either event, this Notice of Dissatisfaction shall state that it is given under this Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Neither Party shall be entitled to commence arbitration of a dispute unless a Notice of Dissatisfaction has been given in accordance with this Clause. If the DB has given its decision as to a matter in dispute to both Parties, and no Notice of Dissatisfaction has been given by either Party within 28 days after it received the DB’s decision, then the decision shall become final and binding upon both Parties.</p>	<p>connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Authority’s Engineer, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Authority’s Engineer. Such reference shall state that it is given under this Clause. The DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB. Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s). Within 84 days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract. If either Party is dissatisfied with the DB’s decision, then either Party may, within 28 days after receiving the decision, give a Notice of Dissatisfaction to the other Party indicating its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give a Notice of Dissatisfaction to the other Party. In either event, this Notice of Dissatisfaction shall state that it is given under this Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Neither Party shall be entitled to commence arbitration of a dispute unless a Notice of Dissatisfaction has been given in accordance with this Clause. If the DB has given its decision as to a matter in dispute to both Parties, and no Notice of Dissatisfaction has been given by either Party within 28 days after it received the DB’s decision, then the decision shall become final and binding upon both Parties.</p>
37.	<b>Section-VII:</b>	Definitions:	<b>To add following definition after EPC definition:</b>

Sl. No	Clause Reference	Original Provision	Amended Provision
	<p>Conditions of Contract and Schedules</p> <p>28.1</p>		<p>“ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV), health and safety. “ESHS Performance Security” shall have the meaning set forth in Clause 7.1;</p>
38.	<p>Appendix D-2 to Schedule-D</p> <p>Environmental Management Plan</p>	<p>Environmental Management Plan</p>	<p><b>Environmental Management Plan</b></p> <p><i>Add the following paras in the beginning beneath Environmental Management Plan title:</i></p> <p>GSHP has prepared an Environmental Management Plan to be implemented to mitigate any possible environmental impact due to the implementation of the project.</p> <p>GSHP would like the contractor to prepare a detailed schedule for implementation of the recommendations in EMP report and implement the same during execution of the project.</p>
39.	<p>Appendix D-2 to Schedule-D</p> <p>Environmental Management Plan</p>		<p><i>Add the following paras before Enhancement Measures title:</i></p> <p><b>Environmental, social, health and safety requirements</b>  <b>Environmental Social Health and Safety (ESHS) Policy of GSHP</b></p> <p>GSHP endeavours to set an example on Environmental Social Health and Safety (ESHS) requirements in the Government Sector of Gujarat by ensuring the highest degree of compliance and management measures. GSHP aims to comply with all the relevant legislation and adhere to the principles of ESHS requirements as per international norms and laws. The ESHS policy of GSHP can be broadly classified into Environmental Policy, Social Policy and Health &amp; Safety Policy.</p> <p><b><u>Environment Policy</u></b></p> <p>GSHP is committed to protecting the environment and in conducting all the road development works in a safe and responsible manner. GSHP recognizes and accepts its responsibility in ensuring sustainable development along with awareness of the environmental, economic and social needs and expectations of stakeholders. This commitment is embodied in the following statements of the environmental policy which would be adhered to and acted upon throughout the life of the project.</p>

Sl. No	Clause Reference	Original Provision	Amended Provision
			<ul style="list-style-type: none"> <li>• Apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts</li> <li>• Integrate good environmental practices, social equity and economic viability into the road development works.</li> <li>• Provide staff with the resources to make environmentally sound decisions.</li> <li>• Assess the potential environmental impacts of all the activities and propose mitigation, where appropriate.</li> <li>• Conduct the work in a manner intended to prevent pollution, conserve resources and deal responsibly with all environmental issues.</li> <li>• Protect the air, water and land in the project area by minimizing pollution and by preventing erosion and run-off in the course of development of the roads.</li> <li>• Use appropriate technology for the conservation of energy.</li> <li>• Minimise the use of non-sustainable natural resources.</li> <li>• Conserve resources by employing 3R methods and resort to sustainable management of natural resources.</li> <li>• Ensure preparedness with an effective emergency response program.</li> <li>• Promote innovative thinking in the development and implementation of new ideas relating to the environmental integrity.</li> <li>• Measure the environmental performance using comprehensive audits.</li> <li>• Establish environmental targets and objectives to improve the performance.</li> </ul> <p><b><u>Social Policy</u></b></p> <p>GSHP is committed to conducting its works in a manner that respects the environment, culture and customs of the people involved in the project as well as the local communities within the area of direct influence of the project. The commitments are based on the following principles:</p> <ul style="list-style-type: none"> <li>• Conduct all activities with high standards for personal integrity and ethical behaviour.</li> <li>• Protect the health and safety of local communities and users, with particular concern for those who are disabled, elderly, or otherwise vulnerable.</li> <li>• The terms of employment and working conditions of all workers</li> </ul>

Sl. No	Clause Reference	Original Provision	Amended Provision
			<p>engaged in the road work meet the requirements of the ILO labour conventions</p> <ul style="list-style-type: none"> <li>• Intolerant of illegal activities and enforce disciplinary measures for any such activity.</li> <li>• Intolerant of Gender Based Violence (GBV), inhumane treatment, sexual activity with children, sexual exploitation and abuse (SEA), etc. and enforce disciplinary measures for such activities</li> <li>• Intolerant of bias in terms of gender, state of domicile, social status, vulnerable people (including those with disabilities) etc. and enforce disciplinary measures for such activities</li> <li>• Intolerant of child labour where <i>the term “child” / “children” means any person(s) under the age of 18 years</i> and enforce disciplinary measures if child labour is employed.</li> <li>• Incorporate gender perspective in all aspects of the project and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the project</li> <li>• Ensure total absence of discrimination of any type such as caste, religion, language, regional or any other discriminatory</li> <li>• Work co-operatively, including with end users of the road development project, relevant authorities, contractors and local communities</li> <li>• Engage with and listen to affected persons and organisations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people</li> <li>• Provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers</li> <li>• Minimise the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;</li> <li>• Respect the beliefs and values of local communities.</li> <li>• Respect the commitments in international labour and human rights conventions.</li> <li>• Maintain clearly defined and open lines of communications with affected communities, residents, or other stakeholders throughout the life of the project</li> <li>• Communicate expectations regarding community relations to all our employees and contractors.</li> </ul> <p><b>Health and Safety Policy</b></p>

Sl. No	Clause Reference	Original Provision	Amended Provision
			<p>The health and safety of each and every employee involved in the project including staff and labour (contractor, consultant or GSHP) is of primary importance. GSHP is committed to maintaining a safe and conducive working environment. Necessary safeguards, programs, and equipment required to reduce the potential for incidents and injuries would be insisted upon for all the projects. An accident-free workplace and excellence in health and safety are proposed through the following practices.</p> <ul style="list-style-type: none"> <li>• Conduct the works in a manner that protects the health and safety of the employees, the public and the surrounding communities.</li> <li>• Require employees from all levels of the project implementation to participate in the Health and Safety Program and both individually and collectively take responsibility to work safely.</li> <li>• Provide the employees with the required job-related training and safety-related education.</li> <li>• Seek compliance with all applicable legal and regulatory requirements.</li> <li>• Investigate incidents and accidents to determine root cause.</li> <li>• Employ regular audits to enhance successful accident prevention programs as well as to identify, if possible, areas for further improvement.</li> <li>• Implement measures to minimize or eliminate all identified hazards in all activities related to the works.</li> <li>• Maintain safety statistics for both employees and contractors to track improvement.</li> <li>• Periodically review the overall Health and Safety measures to ensure its on-going effectiveness.</li> <li>• Ensure all workers, whether contractors or employees, are aware of their right to refuse work that they determine to be unsafe.</li> <li>• Inform employees and contractors of potential safety hazards on a continual basis.</li> <li>• Encourage all workers to report immediately and, where appropriate, remediate any unsafe work conditions or activities.</li> <li>• Openly communicate hazards and emergency response plans throughout the project personnel and to affected communities and other stakeholders.</li> <li>• Conduct general safety meetings and job-specific safety meetings as required.</li> </ul>

Sl. No	Clause Reference	Original Provision	Amended Provision
			<p><b><u>Code of Conduct</u></b></p> <p><b>The Bidder shall submit the Code of Conduct that will apply to the Contractor’s employees and subcontractors as required by ITB 11.2 (h) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements in Section VII. A sample code of conduct which is the minimum required by the successful bidder is given in Annexure II</b></p> <p>In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.</p> <p>A satisfactory code of conduct will contain obligations on all Contractor’s personnel (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term “child” / “children” means any person(s) under the age of 18 years.</p> <p>The issues to be addressed include:</p> <ol style="list-style-type: none"> <li>1. Compliance with applicable laws, rules, and regulations</li> <li>2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Authority’s and Authority Engineer’s personnel, and the Contractor’s personnel, including sub-contractors and day workers, (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)</li> <li>3. The use of illegal substances</li> <li>4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Authority’s and Authority Engineer’s personnel, and the Contractor’s personnel, including sub-contractors and day workers (for example on the basis</li> </ol>

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			<p>of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)</p> <ol style="list-style-type: none"> <li>5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)</li> <li>6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)</li> <li>7. Violence including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty)</li> <li>8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)</li> <li>9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)</li> <li>10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their Authority and not open areas)</li> <li>11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)</li> <li>12. Respecting reasonable work instructions (including regarding environmental and social norms)</li> <li>13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)</li> <li>14. Duty to report violations of this Code</li> <li>15. Non retaliation against workers who report violations of the Code, if that report is made in good faith.</li> </ol>

Sl. No	Clause Reference	Original Provision	Amended Provision
			<p>The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:</p> <ul style="list-style-type: none"> <li>• received a copy of the code;</li> <li>• had the code explained to them;</li> <li>• acknowledged that adherence to this Code of Conduct is a condition of employment; and</li> <li>• understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.</li> </ul> <p>A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor's personnel (including sub-contractors and day workers), Authority's and Authority Engineer's personnel, and affected persons.</p> <p><b>PAYMENT FOR ESHS REQUIREMENTS</b></p> <p>The contractor shall provide all such measures as are stated in the ESHS Activity Schedule Given in Annexure III over and above EMP. Failure to provide any of these measures entails liability on the Contractor to endure penalty in the form of deduction from each bill, recover from ESHS performance security or both; by the Authority on a certification by the Authority's Engineer and Environmental Engineer of the Authority as specified in the BDS 44.1 &amp; 44.2 and Clause 7.3 of Article 7. The deduction in bill amount due to non-compliance of ESHS requirements shall be as follows: as per Schedule H; other works, item xiii; 5% of the bill amount is set aside for ESHS requirements; from which deduction shall be made in proportion to the ESHS Activity Schedule in Annexure III.</p> <p>Payment for the delivery of ESHS requirements is a subsidiary obligation of the Contractor and is covered within the quoted EPC prices. Contractors obligations under the ESHS requirements should accordingly be required to be complied with before release of Interim/ Stage Payments.</p>
40.	<b>Appendix D-2 to Schedule-D</b>	--	<b>Add the following as Appnedix-4 : Environmental, Social, Health and Safety (ESHS)</b>

Sl. No	Clause Reference	Original Provision	Amended Provision
	<p><b>Environmental Management Plan</b></p>		<p><b>Metrics for Progress Reports</b></p> <p><i>Metrics for regular reporting:</i></p> <ol style="list-style-type: none"> <li>a. <i>environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;</i></li> <li>b. <i>health and safety incidents, accidents, injuries and all fatalities that require treatment;</i></li> <li>c. <i>interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);</i></li> <li>d. <i>status of all permits and agreements:</i> <ol style="list-style-type: none"> <li>i. <i>work permits: number required, number received, actions taken for those not received;</i></li> <li>ii. <i>status of permits and consents:</i> <ul style="list-style-type: none"> <li>- <i>list areas/facilities with permits required (quarries, asphalt &amp; 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.);</i></li> <li>- <i>list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);</i></li> <li>- <i>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);</i></li> <li>- <i>for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).</i></li> </ul> </li> </ol> </li> <li>e. <i>health and safety supervision:</i> <ol style="list-style-type: none"> <li>i. <i>safety officer: number days worked, number of full inspections &amp; partial inspections, reports to construction/project management;</i></li> <li>ii. <i>number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);</i></li> </ol> </li> <li>f. <i>worker accommodations:</i></li> </ol>

Sl. No	Clause Reference	Original Provision	Amended Provision
			<ul style="list-style-type: none"> <li>iii. number of expats housed in accommodations, number of locals;</li> <li>iv. 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.;</li> <li>v. actions taken to recommend/require improved conditions, or to improve conditions.</li> <li>g. <i>HIV/AIDS: 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);</i></li> <li>h. <i>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);</i></li> <li>i. <i>training:</i> <ul style="list-style-type: none"> <li>vi. number of new workers, number receiving induction training, dates of induction training;</li> <li>vii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;</li> <li>viii. number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.</li> <li>ix. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.</li> </ul> </li> <li>j. <i>environmental and social supervision:</i> <ul style="list-style-type: none"> <li>x. 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;</li> <li>xi. 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</li> <li>xii. community liaison person(s): days worked (hours community</li> </ul> </li> </ul>

Sl. No	Clause Reference	Original Provision	Amended Provision
			<p>center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.</p> <p>k. <i>Grievances: list new grievances (e.g allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, 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></p> <p>xiii. Worker grievances;</p> <p>xiv. Community grievances</p> <p>l. <i>Traffic and vehicles/equipment:</i></p> <p>xv. traffic accidents involving project vehicles &amp; equipment: provide date, location, damage, cause, follow-up;</p> <p>xvi. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;</p> <p>xvii. 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.).</p> <p>m. <i>Environmental mitigations and issues (what has been done):</i></p> <p>xviii. 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;</p> <p>xix. 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;</p> <p>xx. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken <i>in the reporting period</i> at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;</p> <p>xxi. 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);</p>

Sl. No	Clause Reference	Original Provision	Amended Provision
			<p>xxii. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);</p> <p>xxiii. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;</p> <p>xxiv. details of tree plantings and other mitigations required undertaken <i>in the reporting period</i>;</p> <p>xxv. details of water and swamp protection mitigations required undertaken <i>in the reporting period</i>.</p> <p>n. <i>compliance:</i></p> <p>xxvi. 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;</p> <p>xxvii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance</p> <p>xxviii. compliance status of GBV/SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance</p> <p>xxix. 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</p> <p>xxx. 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.</p>