**PROCUREMENT OF SMALL WORKS UNDER**

NATIONAL OPEN COMPETITIVE PROCUREMENT

**[to be used for contracts[[1]](#footnote-2) valued less than US$ 1 million]**

**(Two-Envelope Bidding Process with e-Procurement)**

**August 2024**

GOVERNMENT OF WEST BENGAL

**Water Resources Investigation & Development Department**

**Accelerated Development Minor Irrigation Project, Phase -II**

**Office of the Executive Engineer**

**District Project Management Unit, Jhargram ,WBADMIP**

**At – Vidyasagar Pally, P.O.-Jhargram, Dist. - Jhargram, Pin-721507,**

**Email: dpmujhargram@gmail.com**

REQUEST FOR BIDS (RFB)

**E-Procurement Notice**

**(Two-Envelope Bidding Process with e-Procurement)**

 **NATIONALOPEN COMPETITIVE PROCUREMENT**

# FOR SMALL WORKS

 Date: 01.02.2023

 RFB No.:

1. The Government of India has received a loan from the International Bank for Reconstruction & Development towards the cost of WBADMI Project Phase –II and intends to be applied 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 “Procurement Regulations for IPF Borrowers, July 2016, Revised Nov 2020”*.* Bidders from India should, however, be registered with the Government of West Bengal or other State Governments/Government of India, or State/Central Government Undertakings. **Bidders are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Bidders to qualify for the award of the contract.** In addition, please refer to paragraphs 3.14 and 3.15 of the “Procurement Regulations” setting forth the World Bank’s policy on conflict of interest.

2. The Executive Engineer, DPMU, Jhargram WBADMIP (Implementing Agency) invites online bids for the construction of works detailed in the table below. Each bidder should submit only one bid for the works indicated therein.

3. Bidding documents are available online free of cost in the website[www.wbtenders.gov.in](http://www.wbtenders.gov.in) from 03.02.23.to.7.03.23.(dates). Bidders will be required to register on the website, and should have DSC key or token for registration in the aforesaid website and to participate for the tender. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated. Interested bidders may obtain further information at the address given below during office hours or may request clarifications online through e-procurement portal.

PERIOD OF AVAILABILITY OF BIDDING

DOCUMENT ON WEBSITE

<https://wbtenders.gov.in> : DATE FROM 03/02/2023 18:00 HOURS TO

 07/03/2023 18:00 HOURS

 SEEK CLARIFICATION START DATE & TIME :DATE 03/02/2023 TIME 18.00 HOURS

 SEEK CLARIFICATION END DATE & TIME :DATE 13/02/2023 TIME 18.00 HOURS

 ONLINE BID SUBMISSION START DATE & TIME :DATE 15/02/2023 TIME 18.00 HOURS

 LAST DATE FOR ONLINE RECEIPT OF BIDS :DATE 07/03/2023 TIME 18.00 HOURS

 TIME AND DATE OF OPENING OF TECHNICAL BID :DATE 09/03/2023 TIME 11.00 HOURS

 OFFICER INVITING BIDS : Executive Engineer, DPMU Jhargram, WBADMIP

4. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website before the bid submission deadline i.e. before 07.03.23. (date).

5. Bids must be accompanied by a bid security(@ Rs. Given below at clause no.9).The bid security is specified for the work in the table below, drawn in favor of Executive Engineer, DPMU\_\_\_\_\_\_\_\_\_\_\_\_\_,WBADMIP(depicted in the [www.wbtenders.gov.in](http://www.wbtenders.gov.in) ) will have to be paid through online or Bank Guarantee and the Bank Guarantee shall have to be valid for 45 days beyond the validity of the bid.Bids should be valid for120 days after the deadline date specified for bidssubmission. Procedure for submission of bid security is described in Para 7 below.

6. Bids, both Technical and Financial Parts, must be submitted online on [www.wbtenders.gov.in](http://www.wbtenders.gov.in) (website) on or before18.00hours on 07.03.23(date) and the ‘Technical Part’ of the bids will be publicly opened online on the 09.03.23 at11.00hours, in the presence of the bidders who wish to attend. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. The “Financial Part” shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Record of bid opening will be electronically shared with bidders. If the office happens to be closed on the date of opening of the bids as specified, the technical part of bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.

7. The bidders are required to submit

 (a) the copy of receipt of original bid security in the form of Bank Guarantee in approved format (Attached in Bid Security as Bank Guarantee) before the bid submission deadline during the office hours between 11:00 A.M. to 05:30 P.M (not in the holidays) either by registered post/speed post or by hand. If the hard copy of the original bid security in the form Bank Guarantee has not been received in the office of The Executive Engineer, DPMU \_\_\_\_\_\_\_\_\_\_\_\_, WBADMIP before the stipulated Date and time(Before the last date of Bid Submission Date and Time) then the bid will be declared non-responsive and will not be opened. Any delay for submission of the original Bank Guarantee from the Bidder’s end is not permissible. The Bank Guarantee of the unsuccessful bidders will be released after Financial Evaluation upon submission of a Request of Release Letter from the bidder’s end.

 Or

 (b) the copy of receipt of original bid security through online ([www.wbtenders.gov.in](http://www.wbtenders.gov.in) )in approved form before the bid submission deadline, If the bid security has not been submitted the bid will be declared non-responsive and will not be opened.

 The L1 bidder’s bid security will be discharged upon submission of the 3% Performance Security deposit of the contract amount.

**Bid Security Deposit (BSD):**Online deposit mode:

 Intending bidders desiring to make payment of Bid Security Deposit (BSD) on-line, should beforehand read the instructions carefully, particularly in the challan generated by the system of e-tender/e-procurement, if opted for BSD payment through RTGS/NEFT

**A. Login by bidder:**

a. A bidder desirous of taking part in an e-tender invited by a State Government shall login to the e-Procurement portal of the Government of West Bengal using his/her login ID and password using valid DSC.

b. He/she will select the e-tender to bid and initiate payment of pre-defined BSD for that e-tender by selecting from either of the following payments modes:

i. Net-Banking (any of the banks listed in the ICICI Bank Payment Gateway) in case of payment through ICICI Bank Payment Gateway;

ii. RTGS/NEFT in case of off-line payment through bank accounts in any Bank approved by RBI in India.

**B. EMD payment procedure**:

**a. Payment by Net Banking (any listed bank) through ICICI Bank Payment Gateway:**

i. On selection of net banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with a string containing a Unique ID) where he/she will select the Bank through which he/she wants to do the BSD on-line transaction.

ii. Bidder will make the payment after entering his Unique ID and password of the bank to process the transaction.

iii. Bidder will receive a confirmation message regarding success/failure of the transaction.

iv. If the transaction is successful, the amount paid by the bidder will get credited in the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of BSD against unique codes for identification of the tendering authority.

v. If the transaction is failure, the bidder will again try for payment by going back to the first step.

**B. Payment through RTGS/NEFT:**

**i.** On selection of RTGS/NEFT as the payment mode, the e-procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.

**ii.** The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his/her own Bank account.

**iii.** Once payment is made, the bank would provide an “**UTR remittance number**” for successful transaction with which the bidder will come back to the e-Procurement portal after expiry of 2 to 3 bank working days to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue with his/her bidding process.

**iv.** If verification is successful, the fund gets credited to the respective Pooling account of the State Government maintained with the Focal Point Branch of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of BSD.

**v.** Hereafter, the bidder will go to e-Procurement portal for final e-submission of his/her bid within pre assigned last date of submission of e-tender.

**vi.** If the payment verification is unsuccessful, the amount will be returned automatically by the system to the bidder’s account.

Note: BSD payment made through RTGS/NEFT would require additional 2 to 3 bank working days after date of transaction in the bank before the procedure is completed for enabling the bidder to continue with the bidding process in the on-line e-tender final bid submission. Thus, the bidder is to take precaution in case of RTGS/NEFT transfers so that the entire process of submission of e-tender is completed within last date of on-line submission of his/her tender. However, Net-banking transaction through ICICI bank payment Gateway would be on real time basis.

EMD Exemption or Exemption of Bid Security is not permissible.

8. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though 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 this bid.

9. Other details can be seen in the bidding document.

# TABLE

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Package****No.** | **Name of work** | **Bid Security (Rs.)** | **Cost of document for Bid Submission****(Rs.)** | **Period of completion** |
| 1. | (a) Construction of 1 no. WDS (Canal) at Mouza- Raipal (Jl No. 160) under Nayagram Block in the district of Jhargram under DPMU, Jhargram, WBADMI Project  | 1,00,000.00 | NIL | 6 months |
| (b) Construction of 1 no. WDS (Canal) at Mouza- Raipal (Jl No. 160) under Nayagram Block in the district of Jhargram under DPMU, Jhargram, WBADMI Project |

 **Executive Engineer**

**DPMU, Jhargram**

 **WBADMIP**

Memo no – 22 Dated – 01.02.2023

Copy forwarded for information to:-

1. The Project Director, WBADMI Project, ICMARD Building (5th Floor), Kolkata - 67.
2. The District Magistrate, Jhargram.
3. The Sabhadhipati, JhargramZillaParishad.
4. The Additional Project Director, WBADMIP.
5. The Controller of Finance, WBADMIP.
6. The SE (A-I) & DPD (Technical) WBADMIP, PaschimMedinipur.
7. The Divisional Accountant, DPMU Jhargram.
8. The Procurement Engineer, DPMU, jhargram.
9. The notice Board of the undersigned.

**Executive Engineer**

**DPMU, Jhargram**

 **WBADMIP**

##

**Instructions to Bidders**

# SECTION - A

**1. Scope of Works**

The Executive Engineer, DPMU, Jhargram WBADMIP, Phase II on behalf of the Project Director /District Project Director, WBADMIP Phase II invites bids for the construction of works as detailed in the table given belowthrough the e-procurement portal [www.wbtenders.gov.in](http://www.wbtenders.gov.in)*.*

|  |  |  |
| --- | --- | --- |
| Package No. | Brief Description of the Works | Period of Completion |
| **1.** | (a) Construction of 1 no. WDS (Canal) at Mouza- Raipal (Jl No. 160) under Nayagram Block in the district of Jhargram under DPMU, Jhargram, WBADMI Project | **6 months** |
| (b) Construction of 1 no. WDS (Canal) at Mouza- Raipal (Jl No. 160) under Nayagram Block in the district of Jhargram under DPMU, Jhargram, WBADMI Project | **6 months** |

The successful bidder will be expected to complete the works by the intended completion date specified above.

**Location Details:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sl no** | **Name of Scheme** | **Block** | **GP** | **Mouza (JL)** | **Latitude** | **Longitude** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |

**2.** **Qualification of the bidder**: The bidder shall provide qualification information which shall include: -

1. total monetary value of construction works performed for each year of the last 3 years (Prior to the year of bid opening);
2. Report on his financial standing for last three years (Prior to the year of bid opening); and
3. Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount or awards in each case.

**3. To qualify for award of the contract the bidder**: -

1. Should have satisfactorily completed as a prime contractor in the last 3 (three)years at least one work executed in the same / similar nature of work under the authority of State/ Central Govt., State / Central Govt. undertaking, Statutory Bodies constituted under the statute of the Central /State Government and having a magnitude of 40 (Forty) percent of the value of the work for which bids are being invited (as per table below)in a single work order.
2. should have achieved in at least one year an annual financial turnover (in civil engineering construction works of similar nature only) of value not less than usually the value of the work for which bids are being invited (as per table below) in the last three years;

(c)\* should not have been debarred (or dealings suspended) on the dates of bid opening of the technical part and financial part of the bids by the Central/State Governments/Undertakings or by the World Bank Group (<https://www.worldbank.org/en/projects-operations/procurement/debarred-firms> ).

(d) no contract should have been suspended or terminated and/or performance security called by an employer(s) for reasons related to Environmental, Social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), Health, or Safety (ESHS) requirements or safeguardsin the past five years.

(e) availability of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of not less than Rs. (As per table below).##

 (*## Credit lines/letter of credit/certificates from Banks or Bank Solvency Certificates for meeting the funds requirement etc.- usually the equivalent of the estimated cash flow for 3 months in peak construction period*)

(f) should submit valid PF and ESI certificates.

Table :

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Package No. | Brief Description of the Works | Credential value as per clause 3 (a) (Rs) | Annual financial turnover as per clause 3 (b) (Rs) | Required amount for credit facility as per clause 3 (e )in the form of Bank Solvency Certificate(Rs) |
| **1.** | (a) Construction of 1 no. WDS (Canal)at Mouza-Raipal (Jl No. 160) under Nayagram Block in the district of Jhargram under DPMU, Jhargram, WBADMI Project | **20,00,000.00** | **50,00,000.00** | **40,00,000.00** |
| (b)Construction of 1 no. WDS (Canal) at GP-Mouza- Raipal (Jl No. 160) under Naya gram Block in the district of Jhargram under DPMU, Jhargram, WBADMI Project |

**3.1 Eligibility - Conflict of Interest\***

 Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

* + 1. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
		2. receives or has received any direct or indirect subsidy from another Bidder; or
		3. has the same legal representative as another Bidder; or
		4. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
		5. any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
		6. has a close business or family relationship with the concerned professional staff of the Borrower or of the project implementing agency.

(\* for further details refer to paragraphs 3.14 and 3.15 of the “Procurement Regulations” setting forth the World Bank’s policy on conflict of interest)

**4**. **Bid Price**

1. The contract shall be for the whole works as described in drawings and technical specifications. Corrections, if any, can be carried out by editing the information before electronic submission on e-procurement portal.
2. All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
3. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
4. The Bidder shall fill on the e-procurement portal,the prices for the Works inconformity with the Bidding Documents, both in figures and words.
5. The bidders shall make online entries to fill in rates in bill of quantities (BOQ). Upon numerical entry, the amount in words would automatically appear and upon entry of rates in all the items of work, total bid price would automatically be calculated by the system and would be displayed. **Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.**

**5.** **Submission of Bids**

**5.1** The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the bid.

**5.2** Each bidder shall submit only one bid. Bidders should not contact other competing bidders in matters relating to this bid.

**5.3** The set of bidding document comprise of the following:

 i. Layout Drawings of the works;

 ii. Structural Details;

 iii. Bill of Quantities;

 iv. Technical Specifications;

 v. Instructions to Bidders; and

 vi. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.

**5.4** The e-procurement system provides for online clarifications.Clarifications requested through any other mode shall not be considered by the Employer**.** Response of the Employer including a description of the inquiry, but without identifying its source, shall be uploaded on the e-procurement portal for information of all Bidders. It is the bidder’s responsibility to check on the e- procurement portal, for any clarifications or amendments to the bidding documents.

**5.5** The bid submitted by the bidder shall comprise two parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.

**5.5.1** The Technical Part shall contain the following: -

 (a) Letter of Bid – Technical Part in the format given in Section B.

 (b) Qualification information form given in Section B duly completed.

 (c) Bidder’s confirmation to comply with (i) the applicable Laws/ Rules/ Regulations for protection of environment, public health and safety; (ii) the regulatory authority conditions (if any) attached to any permits or approvals for the project; and (iii) the Management Strategies and Implementation Plan (MSIP) to manage the Environmental, Social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), Health and Safety (ESHS) risks, and ESHS Code of Conduct, (if any prescribed by the Employer[[2]](#footnote-3)), that will apply to its employees and all subcontractors.

 (d) Bid Security, for the amount Rs.-\_(as per table)should be submitted through registered e-Tender online portal i.e. [www.wbtenders.gov.in](http://www.wbtenders.gov.in) or in the form of Bank Guarantee in favor of The Executive Engineer, DPMU\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, WBADMIP before the Bid Submission Date otherwise the bid will be declared as non-responsive.

(e) NIT

**5.5.2** The **Financial Part** shall contain the following: -

(a) Completed Bill of Quantities (BOQ).

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

**5.5.4 Other Important Documents (OID):**

Scanned copies of the following documents shall be uploaded on the website <http://wbtenders.gov.in> in the **portal** after converting the same to PDF and is to be arranged in the following manner.

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl No.** | **Category Name** | **Sub Category Description** | **Documents to be uploaded** |
| A. | Certificate(s) | Certificate(s) | 1) GST Registration Certificate2) PAN3) Latest IT Acknowledgement4) Updated P Tax Deposit Receipt Challan5) updated PF payment certificates.6) updated ESI payment certificates7) Last 3 years balance sheets from CA8) NOC regarding litigation during last 3 years.9) Availability of liquid assets and/or credit facilities |
| B. | Company Detail(s) | Company Details 1 | Proprietorship Firm (*Trade License*).Partnership Firm (*Partnership Deed, Trade License*).Limited Company (*Incorporation Certificate, Trade License*).Society (*Society Registration Copy, Trade License*).Power of Attorney of the signatory of the Bid to commit the Bidder. |
| C. | Credential | Credential-1 | Credential will be comprised with Completion Certificate, Work order and Schedule of works as a whole. Only Payment certificate will not be considered as credential. |
| D. | Declaration | Declaration File -1 | Bank Solvency Certificate of access to or availability of credit facilities. |

**5.6** (a) The Letter of Bid– Technical Part, and all documents listed in Clause 5.5, shall be prepared using the relevant forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-procurement portal. The rest of the forms shall be download by the bidders and filled up.

 (b) Bids, both Technical and Financial Parts, shall be simultaneously submitted online on the e-procurement system specified in ITB Clause-1. Detailed guidelines for viewing bids and submission of online bids are given on the website. Any bidder can logon to this website and view the RFB and details of works for which bids are invited. However, every bidder has to enrol/register in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any authorised certifying agency for class of DSC(Class II / III). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bidding documents, the Bidder should go through them carefully and submit the specified documents, along with the respective technical and financial parts of the bid, otherwise the bid will be rejected.

 (c) The completed bid, both Technical and Financial Parts, comprising of documents indicated in ITB 5.5, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates and scanned copies of the bid securityand registration on e-procurement website. All documents are required to be signed digitally by the bidder. The system generates a unique bid identification number, time stamped as per server time, as the acknowledgement of bid submission.

(d) Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered.

**5.7** Bids, both Technical and Financial Parts,must be uploaded online not later than the deadline for submission of bids specified in the RFBviz. time 18 (hours) and date 07.03.2023(day, month, year). A bidder may modify his bid any number of times by using the appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. No additional payment towards the cost of bid document is required for bid modifications. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids. If a bid is withdrawn, re-submission of the bid is allowed/not allowed*(select one option)*.

**5.8** The e-procurement system would not allow any late submission of bids after due date & time as per server time.

**5.9 Submission of Original Documents**: The bidders are required to submit bid security in approved form, before the bid submission deadline, through registered e-Tender online portal i.e. [www.wbtenders.gov.in](http://www.wbtenders.gov.in) or in the form of original Bank Guarantee in the favour of The Executive Engineer, DPMU \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, WBADMIP, failing which such bids will be declared non-responsive, and shall be rejected. Hard copy of bids or any other documents except Bank Guarantee are not to be submitted.

**6.** **Validity ofBid**

 Bid shall remain valid for a period not less than 120 days after the deadline date specified for bid submission. If a Bidder withdraws/modifies/substitutes its bid during the period of bid validity specified by the Bidder on the Letter of Bid - Technical Part and repeated in the Letter of Bid - Financial Part, the Bid Security may be forfeited.

**7.** **Online Public Opening of Technical Parts of Bids**

 The Technical Part of the Bids received in the e-procurement system will be publicly opened online in the office of the Executive Engineer, DPMU Jhargram WBADMIP Phase-II , in the presence of bidders or their representatives who choose to attend, on the date and time specified above. This could also be viewed by the bidders online. The Financial Part of the bids shall remain unopened in the e-procurement system, until the second online public opening, following the evaluation of Technical Parts of the Bids.

**8.** **Evaluation of Bids – General provisions**

**8.1 Information** relating to evaluation of bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

**9.** **Evaluation of Technical Parts of Bids**

**9.1** The Employer will evaluate the technical parts of the bids to determine to its satisfaction the Bidsthatareboth substantially responsive to the bidding documents and meet the qualification criteria i.e. which

 (a) meet the qualification criteria specified in clause 3 above;

 (b) are properly signed; and

(c) conform to the terms and conditions, specifications and drawings without material deviations.

* 1. If a Bid is not substantially responsive to the requirements of the bidding document and does not meet the qualifying criteria, it shall be rejected, and its Financial Part shall not be opened at the second public opening by the Employer.
	2. During evaluation the Employer may request the bidder to come to employer’s office with the originals for the documents which is already submitted online and if they failed to produce the same within the stipulated time frame, their proposal may be liable for rejection.

**10. Public Opening of Financial Parts of Bids**

**10.1** Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify through online e-Procurement System to those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document; and (b) that their Financial Part of Bid shall not be opened.

**10.2** The Employer shall, simultaneously, notify through online e-Procurement System to those Bidders whose Technical Part of Bids have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them (a) that their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria; and (b) that their Financial Part of Bid shall be opened at the second online public opening of the Financial Parts.

**10.3** The Employer shall notify all bidders the date, time, and place of the second online public opening of the Financial Parts of the Bids. The opening date should allow Bidders sufficient time (normally not less than 7 days) to make arrangements for attending the opening. The Financial Parts of theBids referred to in Clause 10.2 will be publicly opened online in the presence of bidders or their representatives who choose to attend, and this could also be viewed by the bidders online.

In the event of the specified date of the bid opening of financial parts being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.

**11. Evaluation of Financial Parts of Bids**

**11.1 Correction of Arithmetical Errors**

 Bids determined to be substantially responsive shall be checked for any arithmetic errors. Errors shall be corrected as follows:

(a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern;

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, unit rate as quoted shall govern; and

(c) the amount stated in the Bid shall be adjusted in accordance with the above procedure for the correction of errors

 If the Bidder does not accept the corrected amount, the Bid shall be rejected, and the Bid Security may be

forfeited.

**11.2** **Comparison of Financial Parts**

 The Employer shall compare the evaluated costs of all substantially responsive bids to determine the Bidthat has the lowest evaluated cost.

**12. Award of contract**

 The Employer will award the contract to the successful bidder whose bid has been determined to be the Most Advantageous Bid. This is the bid that meets the specified Qualification Criteria and has been determined to be (a) substantially responsive to the bidding document; and the lowest evaluated cost.

**12.1** Notwithstanding the above, the Employer reserves the right to accept or reject any Bid and to cancel the bidding process and reject all Bids at any time prior to the award of contract.

**12.2** The successful bidder will be notified of the award of contract by the Employer prior to expiration of the bid validity period.

**12.3** The Bid security of unsuccessful bidders will be returned as promptly as possible upon the successful Bidder’s signing the contract and furnishing the performance security pursuant to ITB 13.

**13. Performance Security**

 Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the Executive Engineer DPMU Jhargram WBADMIP (Employer) the performance security (either a bank guarantee or a bank draft in favor of the Employer) for an amount equivalent of 3% of the contract price. The Performance Security shall be valid until a date 28 days after the scheduled Completion period of works. Failure of the successful Bidder to furnish performance security and sign the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and forfeiture of the Bid Security, in which case the Employer may make the award to the Bidder offering the next Most Advantageous Bid or issue a new RFB.The Performance Security will be discharged after issuance of Certificate of Completion of works.

**14.** **Defects Liability**:

 The “Defects Liability Period” for the work is 12 (Twelve)months from the date of taking over possession or one full monsoon season whichever occurs later. During this period, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

 **15.** Supply of all construction materials including cement and steel as per the specifications (ISI certification marked goods wherever available) shall be the responsibility of the contractor.

**16.** **Fraud and Corruption**

The World Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section C. In further pursuance of this policy, bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission ,and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

.......................

### SECTION - B

1. **Format for Qualification Information.**
2. **Format for Submission of Bid.**
3. **Format of Letter of Acceptance.**

**Appendix to Technical Part**

**QUALIFICATION INFORMATION**

**1** **For Individual Bidders**

**1.1** Principal place of business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Power of attorney of signatory of Bid.

 ***[Attach copy]***

**1.2** Total value of Civil\*\* Engineering 2021\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 construction work performed in the last 2022\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 three years (in Rs. Lakhs) 2023\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1.3** Work performed as prime contractor (in the same name) on works of a similar nature over the lastthreeFinancial years prior to the year of Bid Opening.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Project Name** | **Name of Employer** | **Description of work** | **Contract No.** | **Value of contract (Rs.Lakhs)** | **Date of issue of work order** | **Stipulated period of completion** | **Actual date of completion** | **Remarks explaining reasons for delay and work completed** |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

 Existing commitments and on-going works:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Description of Work****(1)** | **Place & State****(2)** | **Contract No. & Date****(3)** | **Value of Contract** **(Rs. Lakh)****(4)** | **Stipulated period of completion****(5)** | **Value of works\* remaining to be completed** **(Rs. Lakhs)****(6)** | **Anticipated date of completion****(7)** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

\* Enclose a certificate from Engineer concerned.

\*\* Modify as appropriate.

**1.4** Proposed subcontracts and firms involved.

|  |  |  |  |
| --- | --- | --- | --- |
| **Sections of the works** | **Value of Sub-contract** | **Sub-contractor (name & address)** | **Experience in similar work** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**1.5** Evidence of access to financial resources to meet the requirement of working capital: cash in hand, lines of credit, etc. List them below and attach copies of supporting documents.

**1.6** Name, address, and telephone, telex, and fax numbers of the Bidders’ bankers who may provide references if contacted by the Employer.

**1.7** Information on litigation history in which the Bidder is involved.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Other party(ies)** | **Employer**  | **Cause of dispute** | **Amount involved** | **Remarks showing present status** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**1.8** Contract(s) suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), Health, or Safety (ESHS) performance during the last five years.

|  |
| --- |
| **Contract(s) suspended or terminated by an Employer(s)**  |
| Year | Contract Identification, Name and address of the Employer, and reasons for suspension or termination  | Amount of suspended or terminated portion of contract (Rs) | Total Contract Amount (Rs) |
|  |  |  |  |
|  |  |  |  |
| **Performance Security called by an employer(s)**  |
| Year | Contract Identification, Name and address of the Employer, and reasons for calling of performance security | Total Contract Amount (Rs) |
|  |  |  |
|  |  |  |

**LETTER OF BID – Technical Part**

RFB No: …………………………………….

Date of Bid Submission: ……………….

To:

Subject : Construction of ....................................................................

 .............................................................................................

Sir,

\*\*We, the undersigned, hereby submit our bid, in two parts, namely:

1. the Technical Part, and
2. the Financial Part

In submitting our Bid, we make the following declarations:

We have no reservations to the Bidding Document, and offer to execute the Works referred above in accordance with the Conditions of Contract enclosed therewith.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

We hereby confirm that this bid is valid for 120 days as required in Clause 6 of the Instructions to Bidders.

We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3.1

We have not been debarred/removed[[3]](#footnote-4) from approved list (dealings suspended) by the Central or any State Government orany Government Undertaking or by the World Bank Group.

Yours faithfully,

Authorized Signature : Date signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Title of Signatory : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bidder : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\* To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

**LETTER OF BID – Financial Part**

RFB No: …………………………………….

Date of Bid Submission: ……………….

To:

Subject : Construction of ....................................................................

 .............................................................................................

Sir,

We, the undersigned, hereby submit the second part of our Bid and the Bid Price. This accompanies the Letter of Bid - Technical Part. In submitting our Bid, we make the following declarations:

We hereby confirm that this bid is valid for 120 days as required in Clause 6 of the Instructions to Bidders.

We have not been debarred/removed[[4]](#footnote-5) from approved list (dealings suspended) by the Central or any State Government or any Government Undertaking or by the World Bank Group.

We have no reservations to the Bidding Documents, and offer to execute the Works in conformity with the Bidding Documents in accordance with the Conditions of Contract enclosed therewith at a total Fixed Contract Price of –

Rs.\*\* **\_\_\_\_\_\_\_\_\_\_\_\_\_\_To be Quoted in BOQ\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[in figures]

Rs. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_To be Quoted in BOQ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**[in words].

(The agency should write here “Quoted in BOQ”)

Yours faithfully,

Authorized Signature : Date signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Title of Signatory : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Bidder : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\* To be filled in by the Bidder, together with his particulars and date of submission at the bottom of this Form.

**LETTER OF ACCEPTANCE**

**CUM NOTICE TO PROCEED WITH THE WORK**

**(LETTERHEAD OF THE EMPLOYER)**

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Name and address of the Contractor]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Sirs,

 This is to notify you that your Bid dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for execution of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the contract price of Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [amount in words and figures], is hereby accepted by us.

 You are hereby requested to furnish performance security for an amount of Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (equivalent to 3% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favor of ..........................(Employer) shall be valid until date 28 days after the date of issue of the Certificate of Completion i.e. upto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Failure to furnish the Performance Security will entail cancellation of the award of contract.

 You are also requested to sign the agreement form and proceed with the work not later than \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under the instructions of the Engineer, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and ensure its completion within the contract period.

 With the issuance of this acceptance letter and your furnishing the Performance Security, contract for the above said work stands concluded.

 Yours faithfully,

**Authorized Signature**

 **Name and title of Signatory**

**Draft Agreement form for**

**Construction through Item rate contract**

**ARTICLES OF AGREEMENT**

**1.** This deed of agreement is made in the form of agreement on \_\_\_\_\_\_\_\_ day \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ month \_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_, between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Employer) or his authorized representative (hereinafter referred to as the first party) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Name of the Contractor), S/O \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [[5]](#footnote-6) (hereinafter referred to as the second party), to execute the work of construction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as works) on the following terms and conditions.

**2. Cost of the Contract**

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. \_\_\_\_ as reflected in Annexure - 1.

**3. Payments under the contract:**

 Payments to the second party for the construction work will be released by the first party in the following

manner:-

1. Mile stone 1 (Completion of Earth work ) : R/A bill will be released as per availability of fund
2. Mile stone 2 (whole Completion of work) : Remaining bill will be released as per availability of fund.

(The above milestones can be changed as per the contract and upon the sole-discretion authority of Employer)

**3.1 DELETED**

**3.2** The Employer shall retain (Retention Money) 6% of the amount from each payment due to the Contractor. The Performance Security shall be valid until a date of 28 days after the scheduled Completion period of works Half of the amount retained shall be repaid upon completion of the works, and other half shall be repaid when the Defects Liability Period has passed and the Engineer has certified that all Defects notified to the Contractor before the end of this period have been corrected. On completion of the whole works the Contractor may the balance retention money with an “on demand” Bank guarantee.

**3.3** Payments at each stage will be made by the first party:

1. on the second party submitting an invoice for an equivalent amount;

(b) on certification of the invoice (except for the first installment) by the engineer nominated by the first party with respect to quality of works in the format in Annexure - 2; and

**4. Notice by Contractor to Engineer**

 The second party, on the works reaching each stage of construction, shall issue a notice to the first party or the Engineer nominated by the first party [who is responsible for supervising the contractor, administering the contract, certifying payments due to the contractor, issuing and valuing variations to the contract, awarding extension of time etc.]to visit the site for certification of stage completion. Within 15 days of the receipt of such notice, the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

**5. Completion time**

 The works should be completed in 6(months) from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

 The “Defects Liability Period” for the work is 12 (Twelve)months from the date of taking over possession or one full monsoon season whichever occurs later. During this period, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

**6.** If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:

1. The first party does not give access to the site or a part thereof by the agreed period.
2. The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
3. Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
4. Payments due to the second party are delayed without reason.
5. Certification for stage completion of the work is delayed unreasonably.

**7.** Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. \_\_\_\_\_\_\_\_\_\_\_\_ per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 5 % of the contract amount.

(*@****Note: The amount of liquidated damages per day should be determined at not less than 0.05 % of the contract value of the works and indicated here***).

**8. Duties and responsibilities of the first party**

**8.1** The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.

**8.2** The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works. The Bid document is part of aggrement.

**8.3** Possession of the site will be handed over to the second party within 10 days of signing of the agreement.

**8.4** The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.

**8.5** The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer’s notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

**8.6** The Engineer shall issue a Certificate of Completion of the Works on the request of the second party, and upon deciding that the whole of the Works is completed.

**9.** **Duties and responsibilities of the second party**

**9.1** The second party shall:

1. take up the works and arrange for its completion within the time period stipulated in clause 5;
2. employ suitable skilled persons to carry out the works;
3. regularly supervise and monitor the progress of work;
4. abide by the technical suggestions/ direction of supervisory personnel including engineers etc. regarding building construction;
5. be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
6. ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
7. keep the first party informed about the progress of work;
8. correct the notified defects within the length of time specified by the Engineer;
9. be responsible for all security and watch and ward arrangements at site till handing over of the works to the first party;
10. maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims from the start date to the end of defect liability period;
11. pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law);
12. abide by the regulatory authority conditions (if any) attached to any permits or approvals for the project; and the ESHS Management Strategies and Implementation Plan and ESHS Code of Conduct, if any prescribed by the Employer;
13. abide by all labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authorities;
14. abide by all enactments on environmental protection and rules made there under, regulations, notifications and by-laws of the Sate or Central Government, or local authorities;
15. be responsible for the safety of all activities on the Site.

**10. Variations / Extra Items**

The works shall be executed by the second party in accordance with the approved drawings and specifications. No variation in cost is acceptable. However, if the Engineer issues instructions for execution of extra items, the following procedure shall be followed:-

1. The second party shall provide the Engineer with a quotation for carrying out the extra items when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the extra items are ordered.
2. If the quotation given by the second party is unreasonable, the Engineer may order the extra items and make a change to the Contract Price which shall be based on Engineer’s own forecast of the effects of the extra items on the Contractor’s costs.
3. The second party shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

**11. Securities**

 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank acceptable to the Employer. The Performance Security shall be valid until a date of 28 days after the scheduled Completion period of works, in the case of a Bank Guarantee.

**12. Termination**

 12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

 12.2 Fundamental breaches of Contract include, but shall not be limited to the following:

 (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;

 (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

 (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;

 (d) the Contractor does not maintain a security which is required;

 (e) the Contractor has engaged in Fraud and Corruption as defined in Section C, in competing for or in executing the Contract; and

 (f) the contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid

12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

12.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

13. **Payment upon Termination**

13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

13.2 If the Contract is terminated at the Employer’s convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

**14. Dispute settlement**

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

 In the event of agreement not being reached, the matter will be referred for arbitration by a Sole Arbitrator not below the level of retired Chief Engineer / Superintending Engineer, (not connected in part or whole with this Project in his service) to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

15. **Fraud and Corruption**

The World Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctionspoliciesand procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section C. In further pursuance of this policy, the Contractor shall permit and shall cause its sub-contractors, sub-consultants, service providers, suppliers, agents’ personnel, to permit the Bankto inspect allaccounts,records, and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

**Appendix to Financial Part**

 **Annexure I**

**BILL OF QUANTITIES (BOQ)**

The approximate Bill of Quantities is indicated below to give an idea of the work which should be executed in accordance with the approved drawings and specifications to enable the bidder to furnish the item wiserate. Bidders may, however, note that no variations in the item wise rate is acceptable.

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl.No.** | **Description of Work** | **Unit** | **Qty.** |
|  |  |  |  |
|  | **Please see attached BOQ uploaded in extenders** |  |  |

We agree to execute the works in accordance with the approved drawings and technicalspecifications at a total fixed contract price of Rs..(As Quoted in Financial Bid)....…………….....(amount in figures)

(Rs............ amount in words).

 **Signature of Contractor**

**Annexure - 2**

**Format of certificate**

 Certified that the works upto -------------------------------------------------- level in respect of construction of ------------------------------------- at ----------------------------------- have been executed in accordance with the approved drawings and technical specifications.

 Signature

 Name & Designation

(Official address)

Place:

Date:

Office seal

**SPECIFICATION OF WDS (Canal)**

**Specifications of Materials and Works**

**The specification of the materials mentioned below are applicable to all sub projects considered in this bid document. The quantity of the materials required for the individual sub projects are mentioned in their respective Bill of Quantities. All materials mentioned in the specification schedule or otherwise should conform to IS specifications and / or be approved by the Engineer In Charge.**

|  |  |
| --- | --- |
| **Item** | **Specification** |
| **Site Preparation**  | Cutting uprooting and clearing jungles including shrubs, water weeds, bushes, trees, plants, upto 30 cm. girth including removing as directed by Engineer-in-charge. |
| **Excavation**  | Earth work in Excavation in ordinary soil / mixed soil /gravel / moorum / kankar / compact moorum / vcry much weathered rock / sticky soil mixed with moorum or ghootingfor WDS / WHS / RESERVOIR / SFMISetc with hydraulic excavator of required bucket capacity including cutting and loading in tippers, trimming bottom and side slopes in accordance with requirement of lines, grades and cross section and transporting to embankment! Disposal site within all lifts and lead upto 1000 m including spreading, leveling disposed spoils at disposed area. |
| **Embankment Compaction** | Compaction of earthwork in embankment by watering, rolling with sheep foot Roller or loaded truck in layers of 25 cm. as per direction of the Engineer -in-Charge |
| **Pipe inlet /Out** | Supplying and laying Class NP 2 RCC spun pipe as IS 458-2003 as per specification including freight charges . |
| **Siltation Chamber**  | Construction of siltation chamber at inlet with 250 mm thick B/W (1:4) over 100 mm thick PCC (1:2:4 ) and single Brick flat soling with Polytheen laying after excavting earth for required depth and levelling ,ramming to proper profle and 20 mm thick plastering (1:4 ) with neting to whole inner and outer exposed surface etc. complete as per drawing and instruction of Engineering in charge. |
| **Construction of Guard wall**  | Specification and Materials used for construction of any structure should be followed as laid down in PWD SOR . |
| **Display Board Installation** | Supplying, fitting and fixing including transportation of sign board for identifying the exact location of scheme , the board will be made 1.5 mm thick MS plate of size 1000 mm x 750 mm and fitted and fixed on 50 mm GI Pipe of IS 1239/90 (part-1) including cutting, welding and pasting printed digital display and bottom end of the stands pipe will be grouted in 1:2:4 CC as per drawing and direction of E.I.C.  |

1. **SURVREY OF WDS (CANAL):**

1.1 The survey should be conducted through DGPS.

1.2 The Cross section should be maintained at 30 m interval or less at the curvature point as

per field requirements and offsets of level should be at 5 m or less and at elevation

Changing points.

1.3 CSV file of Pre work and Post Work through DGPS should be preserved properly.

1.4 Pre and Post work through DGPS will be done in presence of official of DPMU , concerned

Agency and SPMU representative.

 1.5 It should be recorded in the Level book and signed byrepresentative of community

Surveyor /Engineer and contractor.

 1.6 Good quality Photo graph of Pre level, execution stages and Post level must be snapped

and preserved for further requirement.

1. **DESIGN CRITERIA OF WDS (CANAL):**

2.1 Main components are (i) excavation of Canal (ii) Construction of Embankment

(iii) Inlet /Outlet structure, (iv) Silt entry control and (v) Cross bundh for pathway of community (if required).

 2.2 Alignment should be planned as per existing water passage. Proposed bottom longitudinal

 Profile should with gentle slope as per pre level survey .

 2.3 Digging of Canal should be in proper shape with cutting slope generally 1:1 and Bottom of

bed should also be leveled.

 2.4 Embankment – As FRL is within ground level , the main objective of embankment is just as

spoil bank. Height and top width of spoil bank should be as small as possible consulting with

community /WUA so that maximum width is available for storing water . Side slope of spoil

bank should generally be 1:1.

* 1. Embankment should be in proper profile with compaction of soil as well as line & Level.

2.6 Berm is used to reduce erosion by slowing down flow of rain water.Width of berm should

be small generally 0.6 to 0.9 m.

2.7 Inlet /Outlet of water passing into Canal or from Canal should be implemented in proper location for effective uses with NP3 RCC Spun pipe generally 600 mm or 900 dia as per requirement in consultation with Community /WUA as the embankment or cross bundh in most cases are used for village road.

* 1. Silt entry into Canal should be controlled either through digging trench or construction of

de-siltationchamber at outside of inlet point consulting with community /WUA . In both cases periodic silt removal have to be made by WUA.

* 1. After completion of works, site should be cleared in all respect and Handed over to WUA for operation and maintenance,so that there should be a clear passage of Inlet point so that water can enter into the Canal.
1. **CONSTRUCTION PROCEDURE OF WDS (CANAL) :**

3.1 Mark the center line of Canal using stakes and string to identify exact alignment through checking of sanctioned Lat long, mouza map.

3.2 Pre level the canal with DGPS as per guideline provided.

3.3 Provide Display board mentioning all related information.

3.4 excavation should be done with design side slope , berm etc. and bottom should be leveled.

3.5 After completion of Earth work Post level should be made with DGPS as per guide line provded.

3.6 Spoil bank /Embanment should be constructed as per design and it should be in proper level,line with side slope.

3.7Spoil Bank / Embankment should be compacted properly.

3.8 Pipe Inlet should be placed very carefully so that water from catchment area comes to canal freely.

3.10 Provide silt entry control arrangement at inlet entry point as per field consideration i.e silt chamber for de-siltation or cutting field trench.

3.11 Construct Guard wall at inlet and out let point if necessary as per field condition.

3.12 After completion of the scheme , site should be cleared with removal of unused materials, leveling of Dumping earth etc. and Handed over to WUA.





**Form of Bid Security - Bank Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

Bid Guarantee No…………………….*[insert guarantee reference number]*

Date………………………….*[insert date of issue of the guarantee]*

WHEREAS, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Bidder]5*(hereinafter called "the Bidder") has submitted his Bid dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[date]* or will submit his Bid for the construction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Contract]* (hereinafter called "the Bid") under Request for Bids No……………………….*[insert number]* (hereinafter called “the RFB”)

5 *Insert name of the Bidder, which in the case of a joint venture shall be (a) the name of the joint venture that submits the bid if the JV has been constituted into a legally enforceable JV, or (b) the names of all future members of the JV as named in the letter of intent to execute the JV Agreement submitted by the bidder alongwith its bid.*

6 *The Guarantor should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 5.5 of the Instructions to Bidders.*

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of bank]* of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of country]* having our registered office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[name of Employer]* (hereinafter called "the Employer") in the sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_6 for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Bidder (a) withdraws his bid during the period of Bid validity specified in the Letters of Bid, or any extension thereto provided by the Bidder; or (b) does not accept the correction of the Bid Price pursuant to ITB 11.1;

or

(2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_45 days beyond the validity of Bid as stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WITNESS \_\_\_\_\_\_\_\_\_\_\_\_ SEAL \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signature, name, and address]

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

**Performance Security - Bank Guarantee**

 *[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No…………………….*[insert guarantee reference number]*

Date………………………….*[insert date of issue of the guarantee]*

To: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Employer]*

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[address of Employer]*

 WHEREAS \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to execute \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

 AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

 AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

 NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount of guarantee**[[6]](#footnote-7)]* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

 We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

 We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

 This guarantee shall be valid until …… (i.e.) 28 days after the date of issue of the Certificate of Completion, and any demand for payment under it must be received by us at this office on or before that date.

 Signature and seal of the guarantor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name of Bank \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Advance Payment Security**

**Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

**DELETED**

**Retention Money Security**

**Demand Guarantee**

*[Guarantor letterhead or SWIFT identifier code]*

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Bank’s name and address of issuing branch or office]*

**Beneficiary: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *[Name and Address of Employer]*

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

**RETENTION MONEY GUARANTEE NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

We have been informed that \_\_\_\_\_\_\_\_\_\_\_\_\_\_*[name of contractor]*(hereinafter called “the Contractor”) has entered into Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[reference number of the contract]* dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with you, for the execution of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of contract and brief description of Works]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of \_\_\_\_\_\_\_\_\_\_\_ *[insert* the second half of the Retention Money*]* is to be made against a Retention Money guarantee.

At the request of the contractor, we \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[name of Bank]* hereby irrevocably undertake to pay you the sum or sums not exceeding in total an amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[amount in Rupees]* (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) *[amount in words[[7]](#footnote-8)]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract without cavil or argument.

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the Contractor on its account number \_\_\_\_\_\_\_\_\_ at \_\_\_\_\_\_\_\_\_\_\_ *[name and address of Bank].*

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Defects Liability Certificate issued by the Engineer. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*[Signature(s) and seal of the guarantor]*

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

SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT

BANK SOLVENCY CERTIFICATE

*This is to certify that M/s. …………………………… is a reputed company with a good financial standing.*

*If the contract for the work, namely …………………………………………………………. [funded by the World Bank] is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. …………… to meet their working capital requirements for executing the above contract.*

**\_\_ Sd. \_\_**

**Name of Bank**

**Senior Bank Manager**

**Address of the Bank**

Section C. Fraud and Corruption

*(Text in this Section shall not be modified)*

1. **Purpose**
	1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders(applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
8. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
9. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
10. “obstructive practice” is:
11. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
14. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
15. Pursuant to the Bank’s Anti- Corruption Guidelines and in accordance with the Bank’s prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[[8]](#footnote-9) (ii) to be a nominated[[9]](#footnote-10) sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
16. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders(applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[[10]](#footnote-11) all accounts, records and other documents relating to the procurement process, selection and/ or contract execution, and to have them audited by auditors appointed by the Bank.

**EMP Clause**

1. The equipment and machinery used in the project must comply with the emission norms specified by CPCB and the Central Motor Vehicles (Thirteenth Amendment) Rules, 2020 and other statutory requirements. For detailed guidance, please refer to Section 6.1.12 Vehicle and Equipment Management Plan
2. Spoils generated from the excavation must be dumped at designated areas pre-identified by the DPMU or WUA. Material Stockpiling should ensure that slopes are stable and do not pose any community hazard or pollute adjoining properties or water bodies. For guidance on the stocking of the spoil, please refer to Section 6.1.11 Topsoil and Spoils Management Plan of ESMF. I
3. The Contractor is responsible for making safe working conditions and a safe work environment for all labours. All labour must be provided with the required PPE, and its compliance is ensured. He shall also ensure the safety of the local public during the working
4. The Contractor should restore any site used for temporary purposes, e.g. vehicle parking and maintenance, material storage, labour accommodation etc. and repair all damages before decommissioning
5. The contractor shall prepare a Labour Management Plan and Contractor Environment Management Plan for the sub-project along with the Method Statement in consultation with and also approved by the concerned Executive Engineer.
6. The Executive Engineer shall, after appropriate notice, ensure that in case of failure by the Contractor to comply with the requirement of the EMP, execute the work at the Contractor’s own cost.

Special Terms and Condition

Bidders are requested to engage unskilled labourers under “Karmashree” Scheme of Govt. of WB, having Job Card underMahatma Gandhi NREGS/as per guideline given in the following Kolkata Gazette Notification during execution of the subject mentioned work. The detailed report of the engagement of labourer has to be submitted to the undersigned as per the given format in the Gazette Notification& to be duly signed by the bidder following necessary guidelines vide The Kolkata Gazette Notification 07/03/24, Registered No. WB/SC-247, Notification No. 1140 PRD-33011/1/2024-MGNREGA SEC Dtd. 07-03-2024of Secretary to the Govt. of WB, Panchayats& Rural Development Department by the order of the Governor of Govt. of WB. Annexure Form No-VI Sample Copy enclosed.

|  |  |  |  |
| --- | --- | --- | --- |
| FinancialYear |  | District |  |
| WorkCode(system-generated) |  | Work Sector |  |
| WorkName |  |
| WorksiteLocation |  |
| Block/Municipality |  | GP(forBlock) |  |
| FundingDept. (tobefilledbythe Office) |  | ImplementingDept. |  |
| ImplementingAgency(Office)OftheDept. |  |
| WorkOrderNo. |  |
| Contractor/ AgencyName |  | ContactNo.ofContractor/Agency |  |

# KARMASHREE:EMPLOYMENTSHEET

(tobeusedbytheimplementingagencyforrecordingtheemploymentprovided)

**WORK DETAILS. Form –VI (Pg 1)**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl.****No.** | **Nameof****Worker** | **JobCard****No.****(full)** | **Gender ( (M/F)** | **Age** | **Caste(SC****/ST/OBC****/Gen)** | **Whether****Minority****(Y/N)** | **Whether Migrant** **Worker****(Y/N)** | **Mobile No.** | **AadhaarNo.** **(not****mandatory)** |
| **[1]** | **[2]** | **[3]** | **[4]** | **[5]** | **[6]** | **[7]** | **[8]** | **[9]** | **[10]** |
| 1 |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |  |  |  |
| 10etc. |  |  |  |  |  |  |  |  |  |

## WORKER DETAILS

**CountersignatureofEngineer**

**withOfficeSealName&Signatureof**

**Contractor/ Agency**

# KARMASHREE:EMPLOYMENTSHEET

(tobeusedbytheimplementingagencyforrecordingtheemploymentprovided)

# FORM-VI

**(Page 2)**

**EMPLOYMENT DETAILS;**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl.****No.** | **Name****of Worker** | **Date of****application****Forwork\*** | **Noof****Days****work****demanded\*\*** | **Work** **allocated****from****(date)** | **Work** **allocated****upto****(date)** | **Work****provided****from****(date)** | **Work provided****Upto****(date)** | **No. of** **Days****work****provided** | **Total** **Wage****Paid****(Rs.)** | **Date** **of** **payment** |
| **[1]** | **[2]** | **[11]** | **[12]** | **[13]** | **[14]** | **[15]** | **[16]** | **[17]** | **[18]** | **[19]** |
| 1 |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |  |  |  |  |
| … |  |  |  |  |  |  |  |  |  |  |
| 10etc. |  |  |  |  |  |  |  |  |  |  |

**CountersignatureofEngineerwithOfficeSeaName&Signatureof Contractor/ Agency**

\*Dateofapplicationforwork:-Asperapplicationofworkers/Firstdayofreportingforwork,ifnot

Previously appliedforwork

\*\*No.ofdaysworkdemanded=No.ofdaysworkallotted(ifnotpreviouslyappliedfor)

1. This document is drafted for construction of small works paid on lump sum basis; modify it suitably if works are to be paid on item rate basis. [↑](#footnote-ref-2)
2. If considered necessary, the Employer may attach minimum requirements for ESHS Management Strategies and Implementation Plans and ESHS Code of Conduct.A sample guidance note is attached at the end of the document. [↑](#footnote-ref-3)
3. If debarred/removed, please provide further details. [↑](#footnote-ref-4)
4. If debarred/removed, please provide further details. [↑](#footnote-ref-5)
5. In case of a firm insert ‘complete address of the firm’. In case of an individual contractor insert identification like ‘son of and resident of’ etc. [↑](#footnote-ref-6)
6. *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.* [↑](#footnote-ref-7)
7. *The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.* [↑](#footnote-ref-8)
8. For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract. [↑](#footnote-ref-9)
9. A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. [↑](#footnote-ref-10)
10. Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information. [↑](#footnote-ref-11)