

**PROCUREMENT OF
NON-CONSULTANCY SERVICES
UNDER
SHOPPING PROCEDURES**

**GOVERNMENT OF WEST BENGAL
IRRIGATION AND WATERWAYS DEPARTMENT**

**NATIONAL HYDROLOGY PROJECT
WORLD BANK FUNDED**

INVITATION FOR BIDS (IFB)

Memo No : 575 / NHP-02 / 02

Date: 12/10/2018

Bid No: WBIW/NHP/IFB- 07/2018-19

1. The Government of India has received a loan from the World Bank towards the cost of National Hydrology Project and intends to apply a part of the funds to cover eligible payments under the contracts for construction of works as detailed below. Bidding will be conducted through National Competitive Bidding procedures agreed with the World Bank. Bidding is open to all eligible bidders as defined in the World Bank's Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, January 2011. Bidders other than State/Central Public Sector Undertakings from India should be registered with the any State Government/Government of India, or State/Central Government Undertakings or Autonomous body under state or Government of India. **Bidders are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Bidders (ITB) to qualify for the award of the contract.**
2. **The Executive Engineer Burdwan Investigation & Planning Division**, Irrigation & Waterways Directorate Govt. of West Bengal Purta Bhawan, 3rd Floor, Purba Burdwan-713103, West Bengal (for and on behalf of Irrigation & Waterways Department, Govt. of West Bengal) invites item rate bids, in electronic tendering system for the works detailed in the table. The bidders shall submit bids for the following work.

Table-1: Details of Critical Dates, Details of Work, Bid Security, Bid Submission Fee

Name of Work	Scanning of historical reports, documents drawings , maps and development of customized DMS software under NHP
Cost of Bid documents (INR)	Free of cost
Bid Security (INR)	70,000.00 (Rs Seventy thousand only)
Period of completion	150 days
Tender documents	Can be downloaded from website wbtenders.gov.in
Document Publish Date and Time	12.10.2018 at 17:00 hrs
Document Download Starting Date and Time	12.10.2018 at 17:00 hrs
Document Download Closing Date and Time	05.11.2018 at 17:00 hrs
Online Bid Submission Starting Date and Time	12.10.2018 at 17:00 hrs

Online Bid Submission Closing Date and Time	05.11.2018 at 17:00 hrs
Last Date and time of Receipt of relevant document as mentioned (IFB) by speed post/Courier/by hand	16.11.2018 at 12:00 hrs
Date, Time and Venue of opening of Technical Bid	16.11.2018 at 14:30 hrs
Venue of opening of Technical Bid	Office of the EE Burdwan Investigation & Planning Division
The Financial Bids of only the Technical qualified firms would be opened and the Date would be notified subsequently	

3. 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 working day at the same time and venue. The procedure followed for opening of bid is specified in Clause 7.1 of ITB.
4. The bids for the work shall remain valid for acceptance for a period not less than 60 days after the deadline date for bid submission.
5. Other details can be had from the bidding documents. 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 bidder's
6. For any query related to tender bidder may contact to The Executive Engineer Burdwan Investigation & Planning Division Irrigation & Waterways Directorate Govt. of West Bengal Purta Bhawan, 3rd Floor Purba Burdwan-713103, West Bengal, Telefax: 91342-2646799, 9474398294, E-mail: eebipd2012@gmail.com

Sd/-
The Executive Engineer,
Burdwan Investigation & Planning Division,
 I&WD, Govt. of West Bengal.
 Purta Bhawan, 3rd Floor,
 Purba Burdwan-713103, West Bengal
 Telefax: +91342-2646799
 e-mail: eebipd2012@gmail.com

INSTRUCTIONS TO BIDDERS

SECTION - A

1. Scope of Works

1. Scope of the Project:

- a) Scanning of documents are to be done at **offices of I.&W.Deptt, GoWB located at different locations within West Bengal** as per direction of Engineer-in-Charge.
 - b) Mobilize all man and machinery at different work sites i.e. **offices of I.&W.Deptt, GoWB located at different locations within West Bengal** , collect hard copy of documents from that offices with maintaining proper log sheet as per direction of Engineer-in-Charge.
 - c) Remove clips, pins, bindings etc. and clean all hard copies manually and process for straightening of each document to make it feedable to the Scanners.
 - d) Sorting of documents according to the directives of designated officers of the I&WD, GoWB
 - e) Provide all suitable instruments, hardware, manpower and any other required infrastructure facilities onsite at the space allocated by the authority/I.&WD to do the entrusted work.
 - f) Scanning of documents will be done in ADF document scanner with a minimum 300 DPI in PDF format, but for old, brittle documents, drawings etc. scanning will be done in flatbed document scanner to generate clear and readable softcopy.
 - g) Scanning, Cleaning, Preserving/Archiving of all those documents as per direction of Engineer-in-Charge of I.&W.Deptt.
 - h) Saving and storing of all scanned documents with proper indexing [Data Entry] in newly developed customized Document Management System software. In this respect, necessary metadata and indexing have to be done for all scanned documents for easy retrieval and integrate with the DMS software. Framing of e-library software to shelve the scanned data in a systematic manner to facilitate the Departmental officers to access these data as and when required.
 - i) Installation & integration of this newly developed Document Management Software within existing I&WD web-site.
 - j) Return of all hard copies of documents to I&WD after completion of scanning and documentation.
 - k) In case of data , creation of data structure in the format prescribed by I&WD, GoWB, in MySQL/mSQL database management system, entry of data and preparation of M.I.S as designed by the I&WD, GoWB, will be part of deliverables.
- **Training** for designated staff of I&WD,GoWB ,regarding (A) archival entry (scanning and storing) (B) retrieval and printing (C) Operation of DMS software etc. at different offices .
- l) **Deliverables :**
 - a) Within DVDs which will consist of all setup files customized with DMS Software.
 - b) Upload all scanned documents in designated Cloud Server of I & W Deptt, GoWB.

- c) Install customized Document Management System software with database and integrate all indexed scanned data into DMS software in the designated P.C.s of I.&W.Deptt, at Jalsampad Bhavan , Salt Lake.
- d) Mapping of scanned data to a link provided by the I & W Dept.GoWB.

2. Roles and Responsibilities of each Party:

I&WD, GoWB:

- a) I&WD, GoWB will be responsible for prompt supply of documents and clarifications as & when necessitated by the vendor.
- b) I&WD, GoWB will maintain a log sheet for handover and receipt of documents.
- c) I&WD, GoWB will provide their domain knowledge for preparation of metadata & indexing.

Vendor

- a) Collect hard copy documents from different offices of I.&W.D,GoWB [i.e client] located at different districts within West Bengal with maintaining proper log sheet.
- b) Sorting of documents according to the directives of the respected client e.g. respective unit wise, category wise, section wise etc. at different offices of I.&WD. located at different districts within West Bengal.
- c) Scanning of documents will be done at different offices of I.&WD. located at different districts within West Bengal.
- d) Scanning of documents will be done in ADF document scanner, to be arranged by the agency of its own, with a minimum 300 DPI in searchable PDF Format, but for old, brittle documents scanning will be done in flatbed document scanner to generate clear and readable copy.
- e) Saving and storing of documents with proper indexing (Data Entry) in customized document management system software. In this respect, necessary metadata and indexing have to be done for all documents for easy retrieval and integrate with the DMS system.
- f) Indexing & Metadata creation for retrieving the particular image.
- g) Training and Handholding as prescribed earlier.

3. Duration :

The total duration of the work is **150 days**.

4. Charges

The bid price should be inclusive of all taxes and charges.

5. Terms & Conditions

- a) Vendor will be responsible for delivery of required software, installation of software in desktop pc, scanning, indexing and metadata creation from the documents.
- b) Vendor will accept data from I&WD, GoWB indicating properly in the log sheet. The execution of the work will be at different locations which will be specified in the BOQ.
- c) I&WD, GoWB Personnel need to be actively involved in respect of providing knowledge for preparation of metadata and indexing.
- d) Vendor will not be held responsible for delay due to faults beyond its control, some such faults are delay in supply of documents or clarifications by I&WD, GoWB, power failure, machine non-functioning or malfunctioning, etc.
- e) The quoted charge will be valid for 60 days from the date of this proposal.
- f) All other taxes & levies as applicable are to be borne by the vendor

6. Areas beyond the scope

- a) Under no circumstance it will be vendor's liability to verify the fact regarding the information furnished by I&WD, GoWB
- b) Any RTI query related to the scanned documents pertaining to the above project shall be out of the purview of vendors.

I&WD, GoWB will issue the vendor a Work Order and this letter will refer to the proposal and confirm its acceptance. A list of nodal officers at different locations will be enclosed with the Work Order who will maintain the log sheet for handover and receipt of documents.

7. Lead time

Vendor will commence work on the assignment within one week of receiving the Work Order.

8. Non-disclosure of information

Vendor will not disclose the information related to this proposal to any other organization.

9. Force Majeure

Should either party be prevented from performing any of its obligations under this proposal for reasons of any cause beyond its reasonable control, the time for performance shall be extended until the operation or such cause has ceased, provided the party affected gives prompt notice to the other of any such factors or inability to perform, assumes performance as soon as such factors disappear or are circumvented. If under this clause either party is excused performance of any obligations for a continuous period of 30 days, then the other party may at any time hereafter

while such performance continues to be excused, terminate this agreement without liability, by notice in writing to the other.

The Executive Engineer Burdwan Investigation & Planning Division Irrigation & Waterways Directorate Govt. of West Bengal (referred to as representative of Employer in these documents) invites online bids in electronic tendering system for the non-consulting services as given in Terms of Reference attached.

The successful bidder will be expected to complete the assignment by the intended completion period as specified in the TOR.

2. Qualification of the bidder

The bidder shall provide qualification information which shall include: -

- (a) Income tax submission certificate
- (b) Report on his financial standing and
- (c) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount in each case.

3. To qualify for award of the contract the bidder should have

(A) Financial Capability:

The average annual financial turnover of intending bidder during last three Financial Years ending 31st March of previous financial year should not be less than **25 lakhs**. The bidders have to submit Audited Annual Accounts Reports in support of their Average Annual Financial Turnover. If the bidder does not have Audited Annual Account Report, he may submit Certificate from practicing Chartered Accountant

(B) Technical Capability:

The intending bidders must possess Credential regarding successful completion of similar work during last 05 (five) years ending last day of month previous to the one in which offers are invited and shall be as following:

One similar completed work costing not less than the amount equal to **20 lakhs**.

Completed Work Means: Completed work means the executed / completed portion of Work Order / AMC / RC, even if the work has not been completed in totality (but must not be less than above). Completion Certificate should be submitted in the prescribed format given below :

Format for Completion Certificate

1.Name of Work	
2.N.I.T / N.I.Q no.	
3.Work Order memo no.	
4.Name of the Contractor	
4.Tendered amount	
5.Date of commencement as per work order	
6.Date of actual completion of work	
7.Final gross value of work	

Completion Certificate for fully (100%) completed works is considered.

Signature of the Contractor
[with seal]

Signature of the issuing authority
[with seal]

(C) Essential Documents:

The bidders shall have to submit the following documents in order to meet the Qualifying Requirements:

1. Copy(s) of Credential Certificate(s) in support of Technical Capability according to the Format enclosed.
2. Copy of GST Registration Certificate.
3. Copy of PAN Card.
4. Copy of Partnership deed/ Affidavit of Proprietorship/ Article of Association including any change in the constitution business duly attested by a Notary Public.

4. Bid Price

- a. The contract shall be for the whole works as described in the TOR. Corrections, if any, shall be made by crossing out, initialling, dating and rewriting.
- b. All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- c. 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.
- d. The rates should be quoted in Indian Rupees only.

5. Submission of Bid

- 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.
- 5.3 The Bidder shall furnish, as part of his Bid, a Bid security in the amount as specified in IFB for this particular work through Demand Draft or in the form of a Bank Guarantee. **Demand Draft to be drawn in favour of "The Executive Engineer, Burdwan I&P Divn" and payable at Burdwan**
- 5.3.1 Bank guarantees issued as surety for the bid shall be valid for 45 days beyond the validity of the bid.
- 5.3.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- 5.3.3 The Bid Security of unsuccessful bidders will be return within 28 days of the end of the bid validity period.
- 5.3.4 The Bid Security of the successful bidder will be discharged when the bidder has signed the Agreement and furnished the required Performance Security. The Bid Security of the successful Bidder shall be required to be kept valid and / or validity extended till such time the Performance Security is accepted by the Employer.
- 5.3.5 The Bid Security may be forfeited
 - (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
 - (b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to
 - (i) sign the Agreement; or
 - (ii) furnish the required Performance Security.
- 5.4 The bid submitted by the bidder shall comprise the following:

5.4.1 Online submission of documents

Part I: This shall be named “**Technical Bid**” and shall comprise of:
(All documents should be uploaded after converting the same to PDF)

- i) Scanned copy of Bid security.
- ii) Scanned copy of Power of attorney for signing the document in the case of firm in partnership/limited company, corporation.
- iii) Authorized address and contact details of the Bidder having the following information:
Name of Firm: Address for communication: Telephone No.(s): Office: Mobile No.:
Facsimile (FAX) No.: Electronic Mail Identification (E-mail ID):
- iv) Scanned copy of valid registration certificate for bidders/PSU's from India.
- v) Qualification information, supporting documents, and undertaking as specified in Clause 3 of ITB and filled up as per the format provided in section B. [e.g. annual financial turnover, completion of works, etc].
- vi) Scanned copies of the Certificates showing details of similar nature of works and work in hand.
- vii) Any other information/documents required to be completed and submitted by bidders, and
- viii) An Affidavit affirming that information furnished in the bid is correct to the best of knowledge and belief of the bidder.

Part II. It shall be named “**Financial Bid**” and shall comprise of:

- i) Form of Bid for Part II (priced) of the bid as per format given here-in below in Section B.
- ii) Priced Bill of Quantities in the attached Excel format;

The documents and details mentioned in clause 5.4.1 Part I above shall be submitted online on website <https://wbtenders.gov.in>. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. All the documents in the online tender submission shall be digitally signed by the bidder during uploading.

Format and Signing of Bid (e-Bidding system)

- a) The bidding under this contract is electronic bid submission through website <https://wbtenders.gov.in>. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under National Hydrology Project is published on this website. Any citizen or prospective bidder can log on to this website and view the Invitation for Bids and can view the details of works for which bids are invited. The prospective bidder can submit bids on line; however, the bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token. The DSC can be obtained from any authorized certifying agencies. The bidder should register in the web site <https://wbtenders.gov.in> using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. After this, the bidder can login the site through the secured login by entering the password of the e-token & the user id/password chosen during registration.

After getting the bid schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.

- b) The completed bid comprising of documents indicated in ITB clause 11, should be uploaded on the website given above through e-tendering along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document.

5.4.2 Offline submission of Bid documents:

The bidders are required to submit (i) original Power of Attorney; (ii) original DD / BG towards Bid Security and (iii) original Affidavit regarding correctness of information furnished with bid document before the date and time as indicated in clause ITB 5.5.2 at the address indicated in clause 5.5.2 of ITB, either by registered post, courier or by hand, failing which there bids will not be opened online and will be declared nonresponsive.

5.5 Electronic Submission of Bids

5.5.1 “The bidder shall submit online two separate files: Part I & Part II:

Part I; marked as: **Technical Bid** and

Part II; marked as: **Financial Bid**

5.5.2 The original documents as indicated in ITB 5.4.2 shall be submitted in sealed envelope to the following address by 16.11.2018 at 12:00 Hrs.

**The Executive Engineer,
Burdwan Investigation & Planning Division,
I&WD, Govt. of West Bengal.
Purta Bhawan, 3rd Floor,
Purba Burdwan-713103, West Bengal**

The envelope should be marked (Bid name of work and Bid No.)

5.5.3 In addition to the identification required in Sub-clause 5.5, the inner envelopes which contains the original documents as stated in clause 5.4.2 shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to clause 21.

5.5.4 If the outer envelope which contains the original documents as stated in clause 5.4.2 is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

5.6 The Employer may extend the deadline for submission of bids by issuing a corrigendum in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

6. Validity of Bid

Bid shall remain valid for a period not less than 60 days after the deadline date for submission.

7. Opening of Bids

7.1 The Employer inviting bids or its authorized representatives will open the bids online and this could be viewed by the bidders also online. No bid shall be rejected at the time of bid opening (except for the late bids who have not submitted hard copies within the deadline pursuant to Clause 5.6). In the event of the specified date for the opening of bids being declared a holiday for the Employer, the bids will be opened at the appointed time on the next working day.

7.2 The file containing the Part I of the bid will be opened first.

8. 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 Bids

9.1 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

9.2 The Employer will evaluate and compare the bids determined to be substantially responsive i.e.

9.2.1 During the evaluation of Technical Qualification–Part-1 of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clauses 3 (b) has been digitally signed; (c) is accompanied by the requisite bid security and (d) is substantially responsive to the requirements of the bidding documents.

9.2.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids.

9.2.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

- i) Evaluation of Part I of bids furnished in Part I of the bid in pursuant to Clause 5.4 of ITB, shall be taken up and completed, and a list will be drawn up of the qualified bidders whose Part II of bids will be eligible for opening.
- ii) The result of evaluation of Part I of the Bids shall be made public on e-procurement portal following which any bidder may submit complaint directly within 10 working days through the portal which shall be considered for resolution before opening of Part II of the bid. The option is available on the e-procurement portal, [https:// wbtenders.gov.in](https://wbtenders.gov.in)
- iii) The Employer shall inform, the bidders, who have qualified during evaluation of Part I of bids, of the date, time of online opening of Part II of the bid. In the event of the specified date being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.
- iv) Part II of bids of only these bidders will be opened online, who have qualified in Part I of the bid. The bidders' names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid

opening. Any Bid price, which is not declared and recorded, will not be taken into account in Bid Evaluation.

- v) After opening of the Part II of bid, the comparative statement will be uploaded which can be viewed by the qualified bidders online.

10. Award of contract

The Employer will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price and who meets the specified qualification criteria.

- 10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract.
- 10.2 The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the bid validity period.

11. Performance Security

- 11.1 Within 15 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in any of the forms given below for an amount equivalent to **5% of the Contract Price**. The performance security is to be provided in the form of a Demand Draft or Bank Guarantee in the provided format. (***Demand Draft to be drawn in favour of "The Executive Engineer, Burdwan I&P Divn" and payable at Burdwan***). The Performance Security shall be valid till 60 days after the expiry of the period of maintenance of the work, specified in clause 12.
- 11.2 If the performance security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either
 - a) at the Bidder's option, by a Scheduled / Nationalized Indian bank or
 - b) by a foreign bank located in India and acceptable to the Employer or
 - c) by a foreign bank through a correspondent Bank in India [scheduled / nationalized].
- 11.3 Failure of the successful Bidder to furnish performance security and signing the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and debarring the bidder for a period of one year, in which case the Employer may make the award to the next lowest evaluated bidder or call for new bids.

12. Period of Maintenance

The "Period of Maintenance" for the work is **2 (two) years** after completion of one year onsite maintenance.

13. Fraud and Corruption

The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Annexure-3.

In further pursuance of this policy, Contractor shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

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SECTION - B

- 1. Format for Qualification Information**
- 2. Format of Letter of Acceptance**

QUALIFICATION INFORMATION

1 For Bidders

1.1 Name and Address of prime Bidder/Firm: _____

1.2 Principal place of business: _____

1.3 Power of attorney of signatory of Bid. _____

[Attach copy]

1.4 Year of Incorporation:

1.5 Financial Turnover

(a) 2013-14: -----Million INR

(b) 2014-15: -----Million INR

(c) 2015-16: -----Million INR

(d) 2016-17: -----Million INR

(e) 2017-18: -----Million INR

1.6 Work performed/similar experiences as prime contractor over the last seven years.

<u>Project Name</u>	<u>Name of Employer</u>	<u>Descrip- tion of work</u>	<u>Contract No.</u>	<u>Value of contract (Rs.Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of comple- tion</u>	<u>Actual date of compl e-tion</u>	<u>Remarks explaining reasons for delay and work completed</u>
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Existing commitments and on-going works:

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

* Enclose a certificate from Engineer concerned.

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 requirements of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support 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
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**LETTER OF ACCEPTANCE CUM NOTICE
TO PROCEED WITH THE NON-CONSULTING SERVICES**

(LETTERHEAD OF THE EMPLOYER)

Dated: _____

To: _____ [Name and address of the Contractor]

Dear Sir,

This is to notify you that your Bid dated _____ for execution of the **Scanning of historical reports, documents, drawings & maps and development of customized DMS software under NHP** 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 5% 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 shall be valid till the expiry of the period of maintenance 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,

**The Executive Engineer,
Burdwan Investigation & Planning Division,
I&WD, Govt. of West Bengal.
Purta Bhawan, 3rd Floor,
Purba Burdwan-713103, West Bengal
Telefax:+91342-2646799**

**Authorized Signature
Name and title of Signatory**

**Draft Agreement form for
Non-Consulting Services through Shopping**

ARTICLES OF AGREEMENT

This deed of agreement is made in the form of agreement on _____
day
_____ month _____ 20 __, between
the
_____ (Employer) or his authorized representative (herein after referred to
as the first party) and _____ (Name of the Contractor), S/O
_____ resident of _____ (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.

3.1 Payments under its contract

Payments will be made in the following manner:-

Approval of Report	Payment
Scanning, its report and validation	40 percent of the approved amount [for scanning part only]
Final Report submission	60 percent of the approved amount [for scanning part only]
Development of customized DMS software and other related works	After completion of one year onsite maintenance period.
AMC of customized DMS software [2 nd year]	After completion of work period.
AMC of customized DMS software [3 rd year]	After completion of work period.
Training for archival entry	After completion of training programme

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

- (a) on the second party submitting an invoice for an equivalent amount ;
- (b) on certification of the invoice (except for the first instalment) by the engineer nominated by the first party with respect to quality of services as per terms of Reference in the format in Annexure - 2

4. Completion time

The works should be completed in **150 days** from the date of issue of work order. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

5. 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:
- a. The first party does not give access to the site or a part thereof by the agreed period.
 - b. The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
 - c. 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.
 - d. Payments due to the second party are delayed without reason.
 - e. Certification for stage completion of the work is delayed unreasonably.
6. Any wilful 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. 0.05% 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 2 % of the contract amount.

7. Duties and responsibilities of the first party

- 7.1 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.
- 7.2 The first party shall supply documents / maps / drawings / office space / electric connections etc , to the second party for the proposed works.
- 7.3 Possession of working site will be handed over to the second party within 10 days of signing of the agreement.
- 7.4 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. Duties and responsibilities of the second party

8.1 The second party shall:

- a) take up the works and arrange for its completion within the time period stipulated in clause 4;
- b) provide suitable IT infrastructure/facilities at worksites for undertaking the scanning job.
- c) employ suitable skilled persons to carry out the works ;
- d) regularly supervise and monitor the progress of work ;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification :

- f) ensure that the work is carried out in accordance with specifications and within the total of the contract amount without any cost escalation ;
- g) keep the first party informed about the progress of work ;
- h) be responsible for all security and watch and ward arrangements at site till handing over of the documents to the first party ; and
- i) 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.
- f) Pay all duties, taxes and other levies payable by the 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). EPF and ESI to be complied as per the law.

9. Variations / Extra Items

The works shall be carried out by the second party in accordance with the approved specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

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

10. 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 by a bank or Demand Draft. The Performance Security shall be valid until a date **60 day from the date of completion of the work** in the case of a Bank Guarantee.

11. Termination

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

11.2 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;

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

11.4 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.

12. Payment upon Termination

12.1 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. The Bid Security will also be forfeited.

12.2 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.

13. 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 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.

14. Fraud and Corruption

It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), contractors, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. The Contract would be subject to Fraud and Corruption as attached in Annexure-3.

15. Right to Audit

The Contractor shall keep and shall make all reasonable efforts to cause its Sub-contractors to keep, accurate and systematic accounts and records in respect of the Works in such form and detail as will clearly identify relevant time changes and costs.

The Contractor shall permit and shall cause its Sub-contractors to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's attention is drawn to Clause 13 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Clause 14 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Bank's prevailing sanctions procedures.)

List of locations of scanning showing no of documents to be scanned at location

Name of Circle/Division (Location)	Unit	A ₄ or Smaller	Legal	A ₃	A ₂	A ₁	A ₀	2 x A ₀	4 x A ₀
Central Design Office (Kolkata)	No.	151699	18363	5199	950	881	932		
Investigation & Planning - II (Kolkata)	No.	11831	9834	34053	5	1724	434	3	0
Advance Planning, Project Evaluation & Monitoring Cell (Kolkata)	No.	30010	6102	2039	0	221	6	0	0
Mayurakshi Canal Circle (Suri)	No.	1443	13141	2046	1104	104	3	0	0
Mayurakshi South Canal Division (Bolpur)	No.	0	0	40	1081	138	265	0	0
River Research Institute (Haringhata)	No.	65000		3800	2700	1800	100	0	0
OSD, Purulia (Purulia)	No.	3520	928	2439	1819	843	449	31	9
Teesta Design Circle (Siliguri)	No.	2	0	502	1451	664	328	104	0
Mahananda Barrage Circle (Siliguri)	No.	0	3	178	51	74	201	52	0
Damodar Irrigation Circle (Burdwan)	No.	26	0	27	40	62	33	11	0
Damodar Canal Division (Burdwan)	No.	0	672	660	200	620	0	0	0
KKB Division under Western Circle-II (Sabang, Paschim Medinipur)	No.	880	546	20	0	1	0	0	0
Mograhat Drainage Division (Baruipur)	No.		1073		4	11	9	2	
Kangsabati Circle - I (Bankura)	No.	5	0	3858	430	20			
TOTAL	No.	264416	50662	54861	9835	7163	2760	203	9

PART-II

- 1. Format for Submission of Bid (Priced)**
- 2. Bill of quantities**

Submission of Bid (Priced)

To
**The Executive Engineer,
Burdwan Investigation & Planning Division,
I&WD, Govt. of West Bengal.
NH-2, Purta Bhawan, 3rd Floor,
Purba Burdwan-713103**

Subject: Scanning of historical reports, documents, drawings & maps and development of customized DMS software under NHP

Sir,

We offer to execute the non-consulting services as described in your Invitation for Bid referred to above in accordance with the Conditions of Contract enclosed there with for a total Contract Price of (inclusive of all taxes and incidental charges)-

Rs. ** _____ [in figures]

Rs. _____ [in words].

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

We hereby confirm that this bid is valid for 60 days as required in Clause 6 of the Instructions to Bidders.

Yours faithfully,

Authorized Signature : _____ Date: _____

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.

Bill of quantities : Refer to attached BOQ sheet.

Annexure-I

TERMS OF REFERENCE

1. INTRODUCTION

Scanning of documents related to inflow, outflow, rainfall, river gauges etc. of dams, barrages, weirs along with the canal networks, rain gauge stations, river gauge stations, is required to be done in order to create a database for historical data, so that, it can be used for different types of analysis. Interested bidders will be asked to participate in the Technical Briefings where physical format of the datasheets will be displayed by the officials of Irrigation and Waterways Directorate.

Interested parties are required to provide Document Management System (DMS) designed and developed on an open source secured platform following the format to be prescribed by the I&WD, GoWB. The DMS job will be done using the IT data to be provided by I&WD, GoWB with an undertaking by the vendor not to port any data from the system anywhere without the knowledge and permission of the department. Suitable space for carrying out the job at the site locations will be provided by the I&WD, GoWB.

2. OBJECTIVES

The Component 'B' of National Hydrology Project is Water Resources Information Systems. Under this component, the objective is to develop and support centralized database management system, water resource data sets, including remotely sensed information; and facilitate state-WRIS. Scanning Reports, Documents, Maps and Entering Time Series and Other Data is one such activity which will help in achieving the above mentioned objective, as this would help in preserving and archiving old, historical and current data in scanned form which would be useful in future.

3. TASKS AND DELIVERABLES

3.1 Pre-Scanning Activities :

- Since documents are kept in different offices of Irrigation & Waterways Department, Govt. of West Bengal, Agency is required to handle these documents carefully. Documents are to be collected from the concerned offices and are required to be counted and entered into the log register before taking to the scanning area.
- Since some documents are old and not in good physical condition, such documents may be required to be repaired if not in condition fit for scanning.
- It will be the responsibility of agency to take care of document's security. In case of loss of any documents, appropriate remedy including penalty may be imposed, by the competent authority, on the agency for the loss caused.
- Each page shall be serially numbered and shall be counted while giving documents back.

3.2 Scanning Activities :

- Batch processing , Archiving and Retrieval.

- Scanning of records on A4/Legal/A3,Ao,A1,A2 sizes at minimum 300 dpi resolution in b/w or Gray scale or colour if needed.
- The agency will collect documents to be scanned from staff of the department after counting and entering details in the log register.
- Preparing the documents for scanning purpose i.e. removal of tags, pins, etc
- Scanning, storing the data in scanned form with mirroring facility and to hand-over one additional backup on hard disk drive to the person responsible.
- The output should be given in searchable PDF format.
- Indexing the scanned and stored data.
- Handing-over the documents back to the concerned office in their **original condition**.
- Design and develop a Data Management System (DMS) software which should support both Linux and Windows platform. It should support both these platforms with or without virtualization.

3.3 Quality of Scanning :

- Agency shall ensure that qualities of scanned images are enhanced up-to the optimum level and required image enhancement activities have been done on the documents.
- In case the documents are not legible, it'll be the bidder's responsibility to scan the documents on high-resolution i.e. 600 dpi or higher.
- The proposed solution should provide for correction of parameters including but not limited to, format/ compression not proper, skew, wrong orientation, error in cropping, punch hole marks etc. during scanning.
- Agency shall ensure that bad quality document doesn't get uploaded to the repository.
- DMS shall be able to provide various supervisory and monitoring reports or could develop customised reports as and when demanded by the department.

3.4 Indexing/ Metadata Entry :

- Agency shall do the metadata entry as per the requirement of Authority for the scanned documents, as well as, already existing softcopies of the documents.
- The Authority shall decide indexing parameters at the time of award of contract.
- The system shall support separate Document/Image server for better management of documents and store only metadata information in database.
- The system should have the capacity for storing high volumes. DMS software should store image and binary document in a separate file server.

3.5 Scanning Activities Conditions :

- Take precautions with documents in an orderly manner without disturbing the chronology of the documents and without mixing pages between different documents.

- Carry out the scanning and profiling (including any Meta data entry) of the documents as supplied to the vendor. The vendor shall strictly comply-with the operational processes for implementation of the project.
- The vendor shall add/replace poor quality scanned images/documents on its own, for which vendor shall not be entitled to get any extra payment.
- It is absolute responsibility of the vendor to ensure that the contents of the digitized documents shall be an exact replica of the original paper document maintained as part of the records in the books. This will be a mandatory condition for the vendor to authenticate the validity of the digitized documents.
- Authority may direct to get some or all the documents scanned afresh by any other vendor at the risk and cost of 1st allottee, if it is found that the vendor has not performed the task of scanning satisfactorily and the images are of poor quality.
- Agency should impart training to staff of I.&W.Deptt. Go.WB for (A) archival (scanning and storing) (B) retrieval and printing (C) Operation of DMS software etc. at different offices.
- Agency will provide full maintenance and support of the DMS system so developed for a period of two years, after completion of one year onsite maintenance as per direction of E.I.C. , I.&W.D, GoWB
- The files /documents will not be allowed to be removed from space/premises allocated to the firm. Suitable hardware infrastructure/facilities have to be established onsite at the room allocated by the authority to do the Scanning work.
- Under no circumstances, the documents shall be changed, mutilated, destroyed or replaced by some other document or handed over/transferred to other organization.
- Under no conditions documents for scanning may be taken out of official premises without the consent of the authorised departmental officer
- **All equipments for scanning to be provided by the vendor and he shall be solely responsible for their upkeep and maintenance.**

3.6 Reporting Requirement and Review

Time schedule of the activities described earlier and outputs defined below shall be completed within a period of 150 days from the date of signing the agreement.

Approval of Report	Time/Month
Scanning, its report and validation	By the end of third month (90 days)
Final Report submission	By the end of fourth month (120 days)
Development of customized DMS software and other related works	By the end of fifth month (150 days)

All the above reports and outputs will be reviewed by a Standing Review committee set up by SPMU. The Committee will provide review and observations/approvals within 15 working days after satisfactory report/ compliance submission by the consultant.

3.7 Responsibilities of the Client:

- Provide letter of introduction for visit to I&WD , GoWB offices.
- Provide limited office space for the consultant staff for access to confidential and classified data in secure environment, whenever needed.
- Provide available reports, documents, maps, time series data, etc. for scanning purpose.
- The officials of the concerned offices from where reports, documents, maps, time series data, etc. is to be collected for Scanning purpose shall work closely with the consultant's team. This will also facilitate technology transfer to the client.
- The client shall nominate officers who will undergo on the job training.
- The client will allow the consultants unrestricted access to the project area during the work.
- Any other facilities mutually agreed upon by consultant and client.

3.8 Key Positions and experience

- The key staff is to be provided by the bidder are shown below.
- The firm should have Data entry operators, scanning assistants with experience in handling scanning and restoration of maps and documents for govt records, Familiarity with commonly used meta data format is essential. Experience in Catalogue design and management for digitised record is essential.

3.9 Financial Proposal : The bidder must quote unit rate for each type of work. The value of the contract will be modified using the pro rata rates quoted by the bidder, if the number of documents changes.

3.10 Duration of non-consulting services: 150 days for the present lot of work (The bidder can inspect the lots at respective offices of I&WD, GoWB). Later on, if more Documents, Reports and Maps etc. are collected, the non-consultancy work would be further extended with due permission of competent authority.

3.6 Project Manager : The agency shall undertake the scanning job and develop the DMS software in consultation with the Dy. Director, Advance Planning Project Evaluation &Monitoring Cell and the Dy. Director (Hydrology), Central Design Office at Jalasampad Bhavan, Salt Lake Kolkata, who will act as the Project Manger on behalf of the I&W Deptt.

4. PAYMENT SCHEDULE

The bills will be paid as per the following schedule and time frame will be as per the clause -4 of this ToR.

Approval of Report	Payment
Scanning, its report and validation	40 percent of the approved amount [for scanning part only]
Final Report submission	60 percent of the approved amount [for scanning part only]
Development of customized DMS software and other related works	After completion of one year onsite maintenance period.
AMC of customized DMS software [2 nd year]	After completion of work period.
AMC of customized DMS software [3 rd year]	After completion of work period.
Training for archival entry	After completion of training programme

Format of Certificate

(to be issued by authorized departmental officer upon completion of scanning job at each location)

Certified that the services up to ----- level in respect of **“Scanning of historical Reports, Documents, drawings & Maps and Development of customized DMS Software under NHP”** have been executed in accordance with the approved Terms of Reference.

Signature
Name & Designation
(Official address)

Place :
Date :

Office seal

Bank's Policy – Corrupt and Fraudulent Practices

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011:

Fraud and Corruption

It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank- financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper]. In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede

For the purpose of this sub-paragraph, "another party" refers to a public official acting in¹ relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

For² the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

For³ the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

For⁴ the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

- (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 acts intended to materially impede the exercise of the Bank's inspection and audit rights;

- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis-procurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

A nominated sub-consultant, supplier, or service provider is one which has been either

- (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

PERFORMANCE BANK 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]¹ _____ [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]¹ 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 28 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

1 An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

**FORM OF AFFIDAVIT FOR CORRECTNESS OF INFORMATION AND DOCUMENTS
SUBMITTED WITH BID**

[This affidavit should be on a non-judicial stamp paper of Rs.10/- and shall be attested by Magistrate/ Sub-Judge/ Notary Public]

I,(name of the authorised representative of the Bidder)
solemnly affirm and state as under:

1. I hereby certify that all the information and documents furnished with the Bid submitted online in response to IFB number date issued by (authority inviting bids) for (name and identification of work) are true and correct.

2. *I hereby certify that I have been authorised by (the bidder) to sign on their behalf, the Bid mentioned in paragraph 1 above.

Deponent

Place:

Date:

** This sub-paragraph is not applicable if the Bidder is an individual and is signing the Bid on his own behalf.*

