

**PROCUREMENT OF NON-CONSULTANCY
SERVICES UNDER NATIONAL
COMPETITIVE BIDDING**



GOVT. OF WEST BENGAL
Irrigation & Waterways Directorate

NATIONAL HYDROLOGY PROJECT
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REQUEST FOR PROPOSAL
Procurement of Non-Consulting Services under
National competitive Bidding
E-Procurement Notice

Memo No: 509/NHP-02/02

Date:29.12.2021

Loan No. : 8725IN
RFQ No. : WBIW/NHP/RFP-02/2021-22
REFERENCE : NHP-2021-2022-WBSW-104180

**NAME OF WORK: SURVEY OF SUNDARBAN EMBANKMENTS UNDER BASIRHAT
IRRIGATION DIVISION AND CORRESPONDING MAPPING
AND HEALTH CHECKING UNDER NHP OF I&W DEPTT. GOWB.**

Employer: Executive Engineer, Burdwan Investigation & Planning Division, Irrigation & Waterways Directorate Govt. of West Bengal, Purta Bhawan, 3rd Floor Purba Burdwan-713103, West Bengal

Applicable Procurement Guidelines: World Bank's "Guidelines -Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank's Borrowers" Revised July 2014

1. The Government of India has received financing from the World Bank in various currencies towards the cost of the **National Hydrology Project** and intends to apply part of the proceeds towards eligible payments under the contract for Procurement of Non-Consulting Services 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 Guidelines: Procurement of Goods, Works and Non-Consultancy Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers, January, 2011 revised in July 2014. Bidders from India should, however, be registered with the Government of India or other State Governments, or State/Central Government Undertakings. Bidders from India, who are not registered as

above, on the date of bidding, can also participate provided they get themselves registered by the time of contract signing, if they become successful bidders. **Bidders are advised to note the clauses on eligibility (Section I Clause 4 and minimum qualification criteria (Section I Clause 5) of the Instructions to Bidders to qualify for the award of the contract.** In addition, please refer to paragraphs 1.6 and 1.7 of the World Bank's Guidelines setting forth the World Bank's policy on conflict of interest.

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 rates bid electronically from eligible service providers (bidders) for the following non-consulting services.

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

Name of Work	Survey of Sundarban Embankments under Basirhat Irrigation Division and corresponding Mapping and Health Checking under NHP of I&W Deptt. GoWB
Bid Security (INR)	2,80,000.00 INR
Period of completion	240 (Two hundred and forty) days
Tender documents	Can be downloaded from website https://wbtenders.gov.in
Document Publish Date	29.12.2021;17:30 HRS (System Server Time)
Document Download Starting Date and Time	01.01.2022; 10:00 HRS (System Server Time)
Pre-bid Meeting Date and Time	11.01.2022; 11:30 HRS
Online Bid Submission Starting Date and Time	21.01.2022; 10:00 HRS (System Server Time)
Online Bid Submission Closing Date and Time	31.01.2022; 15:00 HRS (System Server Time)
Last Date and time of Receipt of relevant document as mentioned (IFB) by speed post/Courier/by hand	31.01.2022; 15:00 HRS (System Server Time)
Date, Time and Venue of opening of Technical Bid	31.01.2022; 16:00 HRS (System Server Time)
The Financial Bids of only the Technical qualified firms would be opened and the Date would be notified subsequently.	

3. The bid document is available online and bids are to be submitted online, in two parts, through e-tendering portal <https://wbtenders.gov.in> Digital Signature is mandatory to participate in the e-tendering. Bidders already possessing the digital signature (signing and encryption) issued from the authorized CCAs can use the same in this tender.

The Bid shall be processed through e-procurement system of NIC. For this the Bidders, having Class-III Digital Signature are required to be registered at <https://wbtenders.gov.in>. Bidders not having the Digital Signature, have to obtain digital signature (Class-III) (signing and encryption) for participating in NIC e-procurement portal at their own cost from any of the authorized agencies of CCA (Controller of Certifying Authorities)

4. A pre-bid meeting will be held at **Jalasampad Bhavan, Salt Lake, Kolkata 91, 8th Floor, West Bengal at the SPMU office** to clarify the issues and to answer questions on any matter that may be raised at that stage.
5. 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 26.1 of ITB.
6. The bids for the work shall remain valid for acceptance for a period not less than 90 days after the deadline date for bid submission.
7. 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 responsibility to verify the website for the latest information/corrigendum related to the bid.
8. For any query related to tender bidder may contact to

The Executive Engineer
Burdwan Investigation & Planning Division,
I&W Dte, Govt. of West Bengal.
Purta Bhawan, 3rd Floor, Purba Burdwan-713103, West Bengal
Tel. No: 0342- 2646799, 90643 78729
e-mail: eebipd2012@gmail.com / bengalsw@gmail.com

Part I – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFB procurement are specified in the BDS.
- 1.2 Throughout this bidding document:
- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
 - (b) if the context so requires, "singular" means "plural" and vice versa; and
 - (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
- 1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.
- 2. Source of Funds**
- 2.1 The Borrower or Recipient (hereinafter called "Borrower") specified **in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount specified **in the BDS**, toward the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the funds.

3. Fraud and Corruption

- 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
- 3.2 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), subcontractors, 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.

4. Eligible Bidders

- 4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
 - (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - (b) receives or has received any direct or indirect subsidy from another Bidder; or
 - (c) has the same legal representative as another Bidder; or
 - (d) has a relationship with another Bidder, directly or through common third parties, 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

- (e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or
 - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a sub-contractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be initially selected for, prequalified for, bid for, submit proposal for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or

otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.

- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.
- 4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 18.4.
- 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.11 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

5. Qualification of the Bidder

- 5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of Bidders has been undertaken as stated in ITB 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Bidding Document

6. Sections of Bidding Document

6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

PART 1: Bidding Procedures

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

PART 2: Employer's Requirements

- Section VII - Employer's Requirements

PART 3: Contract

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

6.2 The Request for Bids issued by the Employer is not part of the Bidding Document

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 9. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.

7. Site Visit

7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

8. Clarification of Bidding Document

8.1 The electronic bidding system specified in the BDS provides for online clarifications. A prospective Bidder requiring any clarification on the Bidding Documents may notify the Employer online. Clarifications requested through any other mode shall not be considered by the

Employer. The Employer will respond to any request for clarification, provided that such request is received no later than fifteen (15) days prior to the deadline for submission of bids. Description of clarification sought and the response of the Employer shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the Employer deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 23.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.

- 9. Amendment of Bidding Document**
- 9.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addendum. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS.
- 9.2 Any addendum thus issued shall be part of the Bidding Documents and shall be deemed to have been communicated to all the bidders.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2

C. Preparation of Bids

- 10. Cost of Bidding**
- 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 11. Language of Bid**
- 11.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 12 Documents Comprising the Bid**
- 12.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.
- 12.2 **The Technical Part** shall contain the following:
- (a) Letter of Bid – Technical Part, in accordance with ITB Clause 13;
 - (b) Bid Security, in accordance with ITB Clause 20.1, if required;
 - (c) Alternative bids– Technical Part, if permissible, in

accordance with ITB 14, the Technical Part of any Alternative Bid;

- (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 21.2;
- (e) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (f) documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to bid;
- (g) documentary evidence in accordance with ITB Clauses 17, that the Services conform to the Bidding Documents;
- (h) any other document required in the BDS.

12.3 **The Financial Part** shall contain the following:

- (a) Letter of Bid – Financial Part: prepared in accordance with ITB 13 and ITB 15;
- (b) Price Schedules: completed prepared in accordance with ITB 13 and ITB 15;
- (c) Alternative Bid - Financial Part; if permissible in accordance with ITB 14, the Financial Part of any Alternative Bid; and
- (d) Any other document required in the BDS.

12.4 The Technical Part shall not include any financial 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.

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

13. Process of Bid Submission

13.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 22.2. All blank spaces shall be filled in with the information requested.

13.2 Entire Bid including the Letter of Bid and filled-up Price Schedules shall be submitted online on e-procurement system specified in ITB 8.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in clauses 12 and 13.3 should also be uploaded on this website.

13.3 Submission of Original Documents: The bidders are required to

separately submit (i) original bid security in approved form; and (ii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the opening of the technical part of the Bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid is not to be submitted.

14. Alternative Bids

14.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.

15. Bid Prices and Discounts

15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Activity Schedule(s) shall conform to the requirements specified below.

15.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder.

15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid- Financial Part in accordance with ITB 13.1.

15.5 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Employer's Requirements. 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 Activity Schedule.

15.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.

15.7 If provided for in the BDS, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

15.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.

16. Currencies of Bid and Payment

16.1 The Bidder shall quote the Price in Indian Rupees only.

17. Documents Establishing Conformity of Services

17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements.

17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.

18. Documents Establishing the Eligibility and Qualifications of the Bidder

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

18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.

18.4 In the event that prequalification of Bidders has been undertaken as stated in the BDS, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.

18.5 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Evaluation and Qualification Criteria.

19. Period of Validity of Bids

19.1 Bids shall remain valid for the Bid Validity period specified in the BDS. The Bid Validity period starts from the date fixed for the Bid submission deadline date (as prescribed by the Employer in accordance with ITB 23.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in

accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.

19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity period, the Contract price shall be determined as follows:

- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified in the BDS for each week or part of the week that has elapsed from the expiration of the initial bid validity to the date of notification of award to the successful bidder
- (b) in the case of adjustable price contracts, no adjustment shall be made; or
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

20. Bid Security

20.1 The Bidder shall furnish as part of the Technical Part of its bid, a Bid Security, if required, as specified in the BDS.

20.2 Not used.

20.3 The Bid Security shall be in the amount specified in the BDS and denominated in Indian Rupees or a freely convertible currency, and shall:

at the bidder's option, be in the form of either a demand draft or a bank guarantee from a Nationalized /Scheduled Bank in India, or another security specified in the BDS;

be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Employer prior to bid submission;

be payable promptly upon written demand by the Employer in case the conditions listed in ITB Clause 20.7 are invoked;

be submitted in its original form; copies will not be accepted;

remain valid for a period of 45 days beyond the original validity period of the bids, or beyond any period of extension of bid validity, if so requested under ITB Clause 19.2.

20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

20.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.

20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the

- Contract and furnished the required Performance Security.
- 20.7 The Bid Security may be forfeited:
 withdraws its bid during the period of bid validity specified by the Bidder in the Letter of Bid (Technical Part and/or Financial Part), except as provided in ITB Sub-Clause 19.2; or
 if the successful Bidder fails to:
 sign the Contract in accordance with ITB 45; or
 furnish a performance security in accordance with ITB 46.
- 20.8 Not used.
- 20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and
 if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or
 if the successful Bidder fails to:
 sign the Contract in accordance with ITB 45; or
 furnish a performance security in accordance with ITB 46;
 the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated in the BDS.

21. Format and Signing of Bid

- 21.1 The Bidder shall prepare the Bid as per details given in ITB 22.
- 21.2 The bid shall be signed by a person duly authorized to sign on behalf of the Bidder. The authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the bid.
- 21.3 Not used.
- 21.4 Corrections if any in the bid can be carried out by editing the information before electronic submission on e-procurement portal

D. Online Submission of Bids

22. Preparation of Bids

- 22.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 8.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Invitation for Bids and can view the details of goods for which bids are invited. A prospective bidder can submit its bid online; 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 obtained from any authorised certifying agency of Government of India (for class of DSC specified in BDS). 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 bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.
- 22.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with

scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.

22.3 All the documents are required to be signed digitally by the bidder. After electronic on-line bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.

22.4 Physical, Email, Telex, Cable or Facsimile bids will be rejected as non-responsive.

23. Deadline for Submission of Bids

23.1 Bids must be uploaded online no later than the date and time specified in the BDS.

23.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

24.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

25. Withdrawal, Substitution and Modification of Bids

25.1 Bidders may modify their bids by using appropriate option for bid modification on the e-procurement portal, before the deadline for submission of bids. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall not be opened.

25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid (Technical Part and/or Financial Part) or any extension thereof.

E. Public Opening of Technical Parts of Bids

26. Public Opening of Technical Parts of Bids

26.1 The Employer shall publicly open Technical Parts of all bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidder's designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts

of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 13.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 13.3 will be declared non-responsive and will not be opened. Thereafter, bidder's names, and such other details as the Employer may consider appropriate will be notified online as Technical Part bid opening summary.

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

- 26.2 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, alternative bids - Technical Parts if permitted in ITB 14 that are opened at Bid opening shall be considered further for evaluation.

F. Evaluation of Bids – General Provisions

- 27. Confidentiality** 27.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on the Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 42.
- 27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.
- 28. Clarification of Bids** 28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered

by the Employer in the evaluation of the Bids, in accordance with ITB 34.

28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

29. Deviations, Reservations, and Omissions

29.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the bidding document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

30. Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the Employer may waive any non-conformities in the Bid.

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

30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified In the BDS.

G. Evaluation of Technical Parts of Bids

31. Evaluation of Technical Parts

31.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in ITB 31, ITB 32, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

32. Determination of Responsiveness

32.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.

32.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

determine the completeness of each document submitted.

32.3 The Employer shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 12 have been provided.

32.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

H. Public Opening of Financial Parts of Bids

33 Public Opening of Financial part

33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing / electronic medium to those Bidders who have failed to meet the Qualification Criteria and/or whose Bids were considered non-responsive to the requirements in the bidding document, advising them of the following information:

their Technical Part of Bid failed to meet the requirements of the bidding document;

their Financial Part of the Bid shall not be opened; and

notify them of the date and time for public opening of the Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.

33.2 The Employer shall, simultaneously, notify in writing / electronic medium those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Qualification Criteria, advising them of the following information:

their Bid has been evaluated as substantially responsive to the

bidding document and met the Qualification Criteria;

their Financial Part of Bid will be opened at the public opening of Financial Parts;

notify them of the date and time of the second public opening of the Financial Parts of the Bids, as specified in the BDS.

- 33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, including any discounts and Alternative Bid – Financial Part, and such other details as the Employer may consider appropriate will be notified online by the Employer at the time of bid opening.

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

- 33.4 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation.

Evaluation of Financial Parts of Bids

34 Evaluation of Financial Parts

- 34.1 To evaluate the Financial Part of each Bid, the Employer shall consider the following:

evaluation will be done for Items or Lots (contracts), as specified in the BDS ITB 1.1; and the Bid Price as quoted in accordance with ITB 15;

Not used;

price adjustment due to discounts offered in accordance with ITB 15.4;

Not used;

price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3; and

the additional evaluation factors specified in the BDS as per ITB

34.5 from amongst those set out in Section III, Evaluation and Qualification Criteria.

34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid - Financial Part, is specified in Section III, Evaluation and Qualification Criteria.

34.4 The Employer's evaluation of a Bid shall include (i) price quoted EXW including GST as applicable on the finished goods; (ii) other taxes, if any, payable on finished goods; (iii) price for inland transportation, insurance, and other local services required to convey the Goods to their Final Destination; and (iv) price for Related Services, if any.

34.5 The Employer's evaluation of a Bid may require the consideration of other factors, in addition to the Bid price quoted in accordance with ITB 13. These factors may be related to the characteristics, performance, and terms and conditions of Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of Bids, unless otherwise specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria. The criteria and methodologies to be used shall be as specified in ITB 34.1 (f).

**35. Correction of
Arithmetical
Errors**

35.1 The e-procurement system automatically calculates the total amount from unit rates and quantities and the system also automatically populates the amount in words from the amount in figures and therefore there is no scope of discrepancy and need for arithmetic correction.

**36. Conversion to
Single Currency**

36.1 Not applicable.

**37. Margin of
Preference**

37.1 Not applicable.

**38. Comparison of
Financial Parts**

38.1 The Employer shall compare the evaluated prices of all substantially responsive bids to determine the lowest-evaluated

bid, in accordance with ITB Clause 34.

- 39. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 40. Standstill Period** 40.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified in the BDS. Where only one Bid is submitted, the Standstill Period shall not apply.
- 41. Notice On Intention to Award** 41.1 When a Standstill Period applies, it shall commence when the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
 - (b) the Contract price of the successful Bid;
 - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated prices;
 - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notice is addressed) was unsuccessful;
 - (e) the expiry date of the Standstill Period; and
 - (f) instructions on how to request a debriefing or submit a complaint during the standstill period.

J. Award of Contract

- 42. Award Criteria** 42.1 Subject to ITB 39.1, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
 - (b) the lowest evaluated cost.
- 43. Notification of Award** 43.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in BDS ITB 40.1, or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Employer shall notify the

successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

- 43.2 At the same time the Employer shall publish in a National website(GOI web site-<https://wbttenders.gov.in> the Employer’s website with free access if available, or in the official gazette, the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the successful Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.
- 43.3 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests in writing the grounds on which its bid was not selected
- 43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 43.5 Upon the successful Bidder’s furnishing of the performance security and signing the Contract Form pursuant to ITB Clause 44, the Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.5

44. Debriefing by the employer [Deleted]

45. Signing of Contract

- 45.1 Promptly upon Notification of Award, the Employer shall send the successful Bidder the Contract Agreement.
- 45.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

46. Performance Security

- 46.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9 and as stated in BDS using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer’s Country, unless the

Employer has agreed in writing that a correspondent financial institution is not required.

46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

47. Adjudicator

47.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at daily fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

Section II -Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Proposal (RFP) is : WBIW/NHP/RFP-02/2021-22</p> <p style="text-align: center;">The Employer is: The Executive Engineer Burdwan Investigation & Planning Division, I&W Dte, Govt. of West Bengal. Purta Bhawan, 3rd Floor, Purba Burdwan-713103, West Bengal</p> <p style="text-align: center;">Tel. No: 0342- 2646799, 90643 78729 e-mail: eebipd2012@gmail.com</p> <p>The number and identification of lots (contracts) comprising this NCB is: 1 (One)</p>
ITB 1.2(a)	<p>Electronic –Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process:</p> <p>https://wbtenders.gov.in The electronic-procurement system shall be used to manage the following aspects of the Bidding process: <i>issuing bidding document, submissions of Bids, opening of Bids, Any addendum etc.</i></p>
ITB 1.3	The Intended Completion Date is 8(Eight) Months including rainy season & festival season
ITB 2.1	<p>The Burrower is: Govt. of India</p> <p>The name of the Project is: National Hydrology Project (NHP)</p>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: JV Not Allowed
ITB 4.5	A list of debarred firms and individuals is available on the Bank’s external website: http://www.worldbank.org/debarr .
	B. Contents of Bidding Document
ITB 8.1	<p>Electronic –Procurement System</p> <p>The Employer shall use the following electronic-procurement system to</p>

	manage this Bidding process: https://wbtenders.gov.in
ITB 9.1	The addendum will appear on the e-procurement system under https://wbtenders.gov.in “Latest Corrigendum” and email notification is also automatically sent to those bidders who have started working on this tender.
	C. Preparation of Bids
ITB 11.1	The language of the Bid is: English All correspondence exchange shall be in English language.
ITB 12.2(h)	The Bidder shall submit the following additional documents in its bid – technical part: <i>No</i> (Please check the Qualifying Requirement in Section II : Employers Requirement)
ITB 12.3(d)	The Bidder shall submit the following additional documents in its bid – financial part: <i>No</i> (Please check the Qualifying Requirement in Section II : Employers Requirement)
	Note for Bidders: Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled-up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.
ITB 13.3	For submission of original documents, the Employer’s address is: The Executive Engineer Burdwan Investigation & Planning Division, I&W Dte, Govt. of West Bengal. Purta Bhawan, 3rd Floor, Purba Burdwan-713103, West Bengal Tel. No: 0342- 2646799, e-mail: eebipd2012@gmail.com
ITB 14.1	Alternative Bids “ <i>shall not be</i> ” considered.
ITB 15.7	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 18.4	Prequalification “ <i>has not</i> ” been undertaken.
ITB 19.1	The Bid validity period shall be 90 days .
ITB 19.3 (a)	The Bid price shall be adjusted by the following factor(s): 1.000769 per week
ITB 20.1	A Bid Security “ <i>shall be</i> ” required. A Bid-Securing Declaration “ <i>shall not be</i> ” required.

	The amount and currency of the Bid Security shall be <u>Rs.2,80,000/- (INR)</u>
ITB 20.3 (a)	Other types of acceptable securities: <i>None</i>
ITB 21.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Original Power of Attorney
	D. Online Submission and Opening of Bids
ITB 22.1	Class of DSC required is: Class III
ITB 23.1	The deadline for uploading of bids is: Date: <i>Hrs System Server Time.</i>
ITB 25.1	Re-submission of the bid “not allowed” , if withdrawn.
	E. Public Opening of Technical Parts of Bids
ITB 26.1	The online opening of the Technical Parts of Bids shall take place at: Burdwan Investigation & Planning Division, I&W Dte, Govt. of West Bengal. Purta Bhawan, 3rd Floor, Purba Burdwan-713103, West Bengal Tel. No: 0342- 2646799, e-mail: eebipd2012@gmail.com Date: 31.01.2022 Time: at 15:00 Hrs.
	F. Evaluation of Bids – General Provisions
ITB 30.3	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
	H. Public Opening of Financial Parts of Bids
ITB 33.2(c)	Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the date and time of the public opening of Financial Parts. The online opening of the Financial Parts of bids (for technically qualified bidders) shall take place at: Burdwan Investigation & Planning Division, I&W Dte, Govt. of West Bengal. Purta Bhawan, 3rd Floor, Purba Burdwan-713103, West Bengal Date: <i>[to be intimated later]</i> Time: <i>[to be intimated later]</i>

E. Evaluation of Financial Part of Bid	
ITB 34.1(a)	Evaluation will be done for Complete 1 lot although the bidders are required to quote price for each item.
ITB 34.3	Bidders “ <i>shall not</i> ” be allowed to quote separate prices for one or more lots.
ITB 34.5	[deleted]
ITB 40.1 Standstill Period	The Standstill Period is 10 Business Days from the date the Employer has transmitted to all Bidders that submitted Bids, the Notification of its Intention to Award the Contract to the successful Bidder.
ITB 46	The amount of Performance Security shall be 5% (Five Percent) of the contract price.
F. Award of Contract	
ITB 47	The Adjudicator proposed by the Employer is Kaushik Chatterjee, Retired Secretary Irrigation and waterways Department West Bengal. The Daily fee for this proposed Adjudicator shall Rs 5,000/-. The biographical data of the proposed Adjudicator is as follows Retired Secretary Irrigation and waterways Department West Bengal.

Section III - Evaluation and Qualification Criteria

1. Qualification

All Bidders shall include the following information and documents with their Bids:

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Total monetary value of Services performed for each of the last five years;
- (c) Experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) List of major items of equipment proposed to carry out the Contract available with the prospective bidder or proposed to be procured;
- (e) Qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) Authority to the Employer to seek references from the Bidder's bankers;
- (i) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) Proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

(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 INR 100 (one hundred) lakh. 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 for the last Financial Year, he may submit Certificate from practicing Chartered Accountant (applicable only for last Financial Year).

(B) Technical Capability:

Experience of having completed similar works during last 5 years ending last day of month previous to the one in which offers are invited should be either of the following:

- (a) Three similar completed works each costing not less than the amount equal to INR 42,000,00/- Only.

or

(b) Two similar completed works each costing not less than the amount equal to NR 53,000,00/- Only.

or

(c) One similar completed work costing not less than the amount equal to INR 84,000,00/- Only.

Completed Work means - executed / completed / delivered portion of Work Order / AMC / RC / Purchase Order, Payment receipt documents with ref. to WO No. and date or execution certificate with executed value and referred order no. be also considered as a proof of execution / delivery even if the works / services have not been completed in totality (subject to furnishing proof of executed / supplied value of works / services in the form of certified copies of RA Bills) or any relevant documents, which is sufficient to proof the works / services completed / delivered or to be completed.

Similar Work Means- Topographic, Hydrographic / Bathymetric / Sedimentation Survey Works using latest instruments like TS, RTK,DGPS ADCP etc

(C) Essential Documents:

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

1. Copies of Audited Annual Accounts reports / certificate of Chartered Accountant in support of Financial Capability as stipulated in SL. No. (A).
2. Copy(s) of Credential Certificate(s) in support of Technical Capability as stipulated in SI No (B).
3. Copy of GST Registration Certificate.
4. Copy of PAN Card.
5. Copy of Partnership deed / Affidavit of Proprietorship / Article of Association including any change in the constitution business duly attested by a Notary Public.
6. List of major items of equipment owned by the company and the list of instruments proposed to be utilised for the contract
7. Qualifications, experience and no of personnel in the payroll of the company and the key site management and technical personnel proposed for the Contract;

Section IV- Bidding Forms

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1A. Letter of Bid-Technical Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text is to help Bidders in preparing this form.

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

RFP No.: *[insert number of RFP process]*

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

To: *[insert complete name of Employer]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in the Employer's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: *[insert a brief description of the Non-Consulting Services]*;
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (g) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;

- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (j) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this bidding document and the Procurement Regulations.
- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- (n) We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator

[or]

We do not accept the appoint of *[insert name proposed in Bid Data Sheet]* as the Adjudicator and propose instead that *[insert name]* be appointed as Adjudicator whose daily fees and biographical data are attached; and

Name of the Bidder: **[insert complete name of person signing the Bid]*

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

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

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

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

1B. Letter of Bid- Financial Part

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and address.

Note: *All italicized text is for use in preparing these forms and shall be deleted from the final products.*

No alterations to the text except as provided in ITB 20.2, shall be permitted and no substitutions shall be accepted except as provided in ITB 12.]

Date: *[insert date (as day, month and year) of Bid Submission]*
NCB No.: *[insert number of bidding process]*
Invitation for Bid No.: *[insert No of RFB]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part. In submitting our Financial Part we make the following additional declarations:

- (a) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 22, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) The total price of our Bid, excluding any discounts offered in item (c) below, is:
- In case of only one lot, total price of the Bid **[Rate Quoted Online.];**
- In case of multiple lots, total price of each lot **[Rate Quoted Online.];**
- In case of multiple lots, total price of all lots (sum of all lots) **[Rate Quoted Online.];**
- (c) The discounts offered and the methodology for their application are:
- (i) The discounts offered are: [Specify in detail each discount offered.]
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below:[Specify in detail the method that shall be used to apply the discounts];Discounts.
- (d) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

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

- (e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

Name of the Bidder *[insert complete name of person signing the Bid]*

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

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

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

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

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

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the agency of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
 Place of registration: *[insert]*
 Principal place of business: *[insert]*
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified **in the BDS**: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

Sections of the	Value of	Subcontractor	Experience in providing

Services subcontract	(Name and address)	similar Services
(a)		
(b)		

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Statement of compliance with the requirements of ITB 4.2.
- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.

2. Joint Ventures 2.1 Not Applicable

3. Additional Requirements 3.1 Bidders should provide any additional information required **in the BDS.**

Schedule Forms

[The Bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Employer's Requirements.]

PRICE SCHEDULE FORM

Tender Inviting Authority: The Executive Engineer, Burdwan Investigation & Planning Division.								
Name of Work: Survey of Sundarban Embankments under Basirhat Irrigation Division and corresponding Mapping and Health Checking under NHP of I&W Deptt. GoWB.								
Contract No: WBIW/NHP/RFP-02/2021-22								
Name of the Bidder/ Bidding Firm / Company:								
<u>PRICE SCHEDULE</u>								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
NUMBER	TEXT	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Qty.	Units	Quoted Unit Rate with all taxes and all incidental charges excluding GST in INR	Total GST applicable per item in INR	TOTAL AMOUNT Without Taxes [Col. (4*13)]	TOTAL AMOUNT With Taxes [Col. (51 + 53)]	TOTAL AMOUNT In Words
1	2	4	5	13	51	53	54	55
1	Surveying of embankments and corresponding mapping							
1.01	Detailed field survey of embankment situated along various rivers/channels/ seashore /creek etc by using Total station /RTK-DGPS. consisting of topographic survey along centre line, cross section @ not exceeding 250M (extending 30 m and 50 m beyond riverside bank toe and countryside bank toe respectively), including	780	KM			0.000	0.000	INR Zero Only

	<p>capturing all detail information regarding eroded stretches, inlet /outlet structures, hutments, bank protection, damaged, vegetative cover like mangrove etc, water body, etc within survey zone, all geo referenced and submission of final survey report both in hard and soft copy showing index map, long section, cross section, detail asset list, geo referenced dwgs as geodata base, DWG &KMZ/KML format etc including all raw survey data all complete as per direction of engineer in charge.</p> <p>(Note: The rate is inclusive of cost of flying of G.T.S. Bench Mark from nearest available locations upto working location and all incidental charges like carriage of instruments, engagement of manpower and machineries etc required to complete to work in all respect)</p>							
1.02	<p>Collection of undisturbed soil samples @2000 m c/c distance along embankment up to a depth of 1.5 M from top of embankment& carriage of those samples with proper labelling all complete as per IS 2132 (1986) for assessment of different soil properties to the nearest River Research Institute, West Bengal, as per direction of Engineer-in-Charge.</p> <p>(Note: The rate is inclusive of all incidental charges like carriage of instruments, engagement of manpower and machineries etc required</p>	390	each			0.000	0.000	INR Zero Only

	to complete to work in all respect as per specifications)							
1.03	Construction of Bench Mark pillar as per attached specifications at suitable locations on embankment proper or at places not greater than 100 M from embankment as per direction of the Engineer in charge. (Note: The rate is inclusive all charges like material, labour, equipment, carriage etc required to complete the work as per specifications)	160	each			0.000	0.000	INR Zero Only
Total in Figures						0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only						

We agree to perform the above services in accordance with the Description of Services for a total contract price (including all taxes and duties) of INR.(Amount in figures)(Indian Rupees amount in words) [insert total price exclusive GST and inclusive any other taxes]within the period specified in the Request for Quotations.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing World Bank’s sanctions procedures) in competing for or in performing the Contract.

Signature of Bidder with seal

PROFORMA FOR PERFORMANCE STATEMENT

RFP No. -----

Name of Bidder -----

[for a period of last 03 financial years]

NAME OF WORK	WORK ORDER REFERENCE	ORDER PLACED BY	DESCRIPTION OF SERVICES	VALUE OF ORDER	DATE OF COMPLETION	VALUE OF SERVICES AT COMPLETION	REMARKS IF ANY

SIGNATURE OF BIDDER

Notification of Award - Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Service Provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bid Data Sheet]*,

or

We accept that *[name proposed by Bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 47.1

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the “Employer”) and, on the other hand, *[name of Service Provider]* (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider’s obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received *[or has applied for]* a loan from the International Bank for Reconstruction and Development (hereinafter called the “Bank”) *[or a credit from the International Development Association (hereinafter called the “Association”)]* towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Bank *[or Association]* will be made only at the request of the Employer and upon approval by the Bank *[or Association]*, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and

(g) The following Appendices:

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency...Not Used

Appendix E: Breakdown of Contract Price in Local Currency....Not Used

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation...Not Used

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

(a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Form of Bid Security

(Bank Guarantee)

[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. Non Judicial Stamp should be issued in the favour of bank]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Employer to insert its name and address]*

RFP No.: *[Employer to insert reference number for the Request for Bids]*

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

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of _____ under Request for Bids No. _____ ("the RFP").

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

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

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

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

[Signature(s)]

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

Form of Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called “the Principal”), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Employer]*, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Employer]* as Obligee (hereinafter called “the Employer”) in the sum of *[amount of Bond]*¹ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Employer dated the ____ day of _____, 20__, for the supply of *[name of Contract]* (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Employer during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document.

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ____ day of _____ 20__.

Principal: _____ Surety: _____
Corporate Seal (where appropriate)

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

¹ The amount of the Bond shall be denominated in the currency of the Employer’s Country or the equivalent amount in a freely convertible currency.

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

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

Under ITB 4.8 (a): *None*

Under ITB 4.8 (b) : *None*

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the 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;¹(ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

¹ 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.

² 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.

³ 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.

Section VII - Activity Schedule

Terms of Reference (TOR)

BACKGROUND OF PROPOSAL

Created by the confluence of the Ganga, the Brahmaputra and the Meghna, the Sundarbans is the largest delta in the world spread across the mouth of Bay of Bengal, from India to Bangladesh. On the Indian side are 102 islands, of which 54 are inhabited. The rest comprise vast swathes of mangrove forests that are home to the Royal Bengal Tiger.

A vast area of the Sundarbans is tidally active, where erosion and accretion of land happens to this day. The rivers deposit the sediments, estimated at over a billion tonnes annually, at the sea mouth, which is then carried by high tides into numerous creeks and estuaries in the delta. With every gush of the high tides, the islands get eroded and mudflats are formed. Nearly 2.5 million people live on these islands that constantly change shape.

Most mud embankments that guard the islands today were built during the British rule some 250 years ago when they cleared forests and settled people on the islands to earn revenue from agriculture. Embankments were built to prevent saline water ingress. On the flip side, this impeded the process of silt deposition on the islands and riverbeds became elevated. Today river water flows above the island levels. The rise in sea levels due to global warming poses another threat. Without embankments, human life is impossible in these islands. Simultaneously, rivers also eat up into the fragile islands.

Thus, for the residents of the Sundarbans vagaries of nature are not new. The memories of Aila that struck the delta twelve years ago, killing 300 people and razing 400,000 houses, are still fresh in their mind. Recent occurrence of super cyclones like Amphan and Yaas bring a terrible reminder of several such past events. Saltwater ingress tends to make farmlands unsuitable for agriculture, triggering large-scale distress migration. The super cyclones cause breaches in numerous places in the earthen embankments that guard the inland ecology and human habitations of the islands for over a century.

Under this situation it has long been felt that a survey of the Sundarban embankments is a prime job which needs to be taken up. The survey shall provide a detailed picture of the existing status of the embankments in this area. This data is expected to act as the basic information which when studied shall help in the decision-making process for suitable restoration and strengthening as required. The data so generated by this survey work shall be geo-referenced and the same shall be incorporated in the Web based Integrated Embankment Management System (IEMS) being developed under NHP. Once the survey data as per this contract is available in the GIS based system it will be very useful to formulate and decide the repair / rehabilitation /strengthening/ raising of the embankments at the vulnerable stretches including flood emergency preparedness that needs to be taken up during severe cyclones which this area is highly prone to. The works undertaken and progress including all technical and administrative details of a work on the embankment shall be available in the system with dates for future reference and action. Data in the IEMS system shall be regularly updated from time

to time through regular survey and supervision reports by departmental staff / contracts with departmental fund or even by crowd sourcing as and when necessary. It is required to capture time-stamped geotagged photographs showing the sections of the embankment that are (i) weak (ii) have important structures behind (iii) are protected by mangrove or have berm for plantation of mangrove (iv) have structural protection works (v) have ponds behind (vi) any other important feature as decided by the engineer in charge. It is envisaged that the maximum elevation of water attained at critical locations on the embankment with date, and locations of historical breach would also be captured and documented during field survey. These would be integrated with the Embankment Asset Management System being developed under a separate assignment.

The current area considered in this work consists of the Northern part of Sundarbans which is currently under the jurisdiction of Bashirhat Irrigation Division of I&W Department. The area falls entirely in North 24 Parganas district of the state of WB.

OBJECTIVES OF PROPOSAL

The main objectives of the proposal in brief are:

- i. Detail topographic survey along Embankments of along various rivers / channels / sea /creek etc involving long section and cross-section at regular intervals, alignment, physical status and assets etc as detailed below
- ii. Capturing details of the Embankment physical status, regulator inlets,(including geotagged and time stamped photographs) bank protection, river training works, locations showing signs of problems like rat burrows, cuts, depressions etc., locations with encroachments, vegetative growth etc and any other sensitive information on embankment etc as per direction of Engineer in Charge, all geo tagged and time stamped.
- iii. Collection of undisturbed Soil samples along embankment up to a depth of 1.5 m @ 2000 M c/c & carriage of same to the River Research Institute at SaltLake, Kolkata, West Bengal for future laboratory tests (to be carried out separately).
- iv. Digitization of the entire surveyed area including the embankments, and all other information all on GIS platform.
- v. Fixing of DGPS control points and Fixation and Construction of Bench Mark pillars at suitable interval as per direction of Engineer in Charge.
- vi. Generation and submission of hard (at a scale of 1: 4000 or larger, as decided by the engineer in charge) and soft copies of longitudinal (along the centre-line) and cross-sectional plots as per survey specifications Plan view of the embankment along the alignment of the embankment showing all important structures, encroachments, vegetation (mangrove), etc within the zone of survey i.e., 30 M and 50 M on either side of embankment toe, representing riverside and countryside, respectively.
- vii. Submission of the embankment data in standard GIS file format for integration in Embankment Management Software.
- viii. Create visualization and plots for verification.

- ix. Submission of survey completion report.

4. SCOPE OF PROPOSAL

The survey is to be carried out using survey instruments like Total Stations, DGPS-RTK, and associated with GPS system to ensure accuracy and Geo-reference and as per instruction of Engineer-in-Charge.

The work shall cover all technical aspects of topographic & hydrographic survey, collection of soil samples for geo technical investigation etc. which includes the following:

The field survey consists of:

- (i) Topographical survey of centre line of embankment @ 50 M c/c and the top width of the embankment.(accuracy should be ± 2.5 cm vertically and ± 7.5 cm horizontally). However, all points depicting changes/ other important features should be captured in addition.
- (ii) Cross section survey of the embankment @ not exceeding 250 M c/c (extending 50 M beyond country side toe line and 30 M beyond riverside toe line or Low water level whichever is nearer; accuracy should be ± 2.5 cm vertically and ± 7.5 cm horizontally).
- (iii) Survey along the embankment line and along the sides capturing physical features like bank protection (including the type of protection), present status (damaged or not and degree of damage), vegetative growth like Mangrove etc if any, pond, inlet/outlet structure (With details and photograph), jetties, hutments etc all within the survey zone of 30 M and 50 M on either side as mentioned above.
- (iv) Collection of undisturbed soil samples @2000 M c/c distance along embankment up to a depth of 1.5 M from top of embankment & carriage of those samples with proper labelling all complete as per IS 2132 (1986) for assessment of different soil properties like unconfined compressive strength (UCS), Specific gravity (G),Liquid limit (LL), Plastic limit (PL), Grain size distribution (by dry and wet method), to the River Research Institute at Saltlake Kolkata, West Bengal, as per direction of Engineer-in-Charge. The cost of soil sample analysis is to be borne by the department.
- (v) Construction of Bench Mark pillar as per attached specifications at suitable locations (approximately 1BM pillar for every 5 KM) on embankment proper or at places not greater than 100 M from embankment as per direction of the Engineer in charge.
- (vi) Identification of (i) vulnerable locations (ii) locations needing immediate attention and (iii) relatively safer zones of the embankment

Submission of report shall comprise of the following

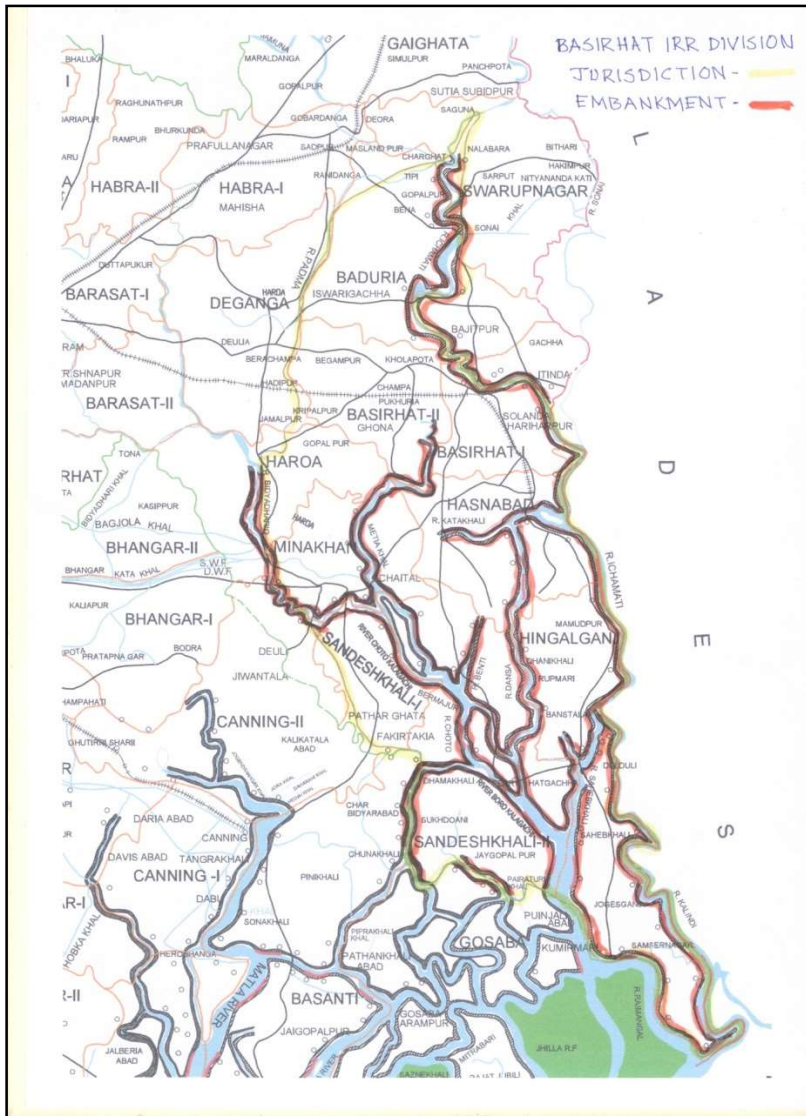
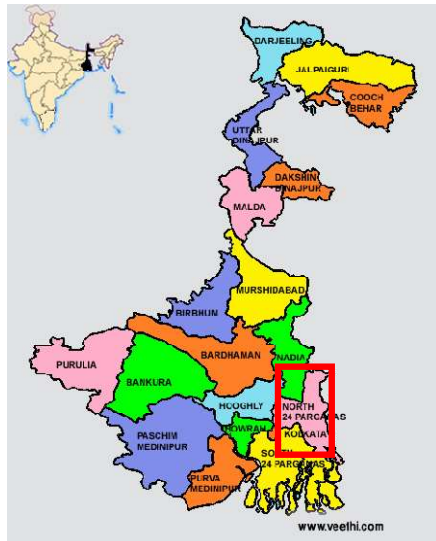
- (i) Index map of the surveyed area showing all important features in a suitable scale, all geo referenced.

- (ii) Longitudinal section (along the centre-line) and cross-sectional plots of embankments.
- (iii) Survey map along the alignment of the embankment showing all important features like armoured / unarmoured, houses, inlets/outlet structures, mangrove growth, pond, jetties, eroded zones and similar other important information of importance all geo referenced.
- (iv) List of inlet /outlet structures along with details of type, location etc along with photographs all geo tagged and time stamped.
- (v) Apart from the hard copy of report & drawings (envisaged at a scale of 1:4000 or larger, three copies are to be submitted), soft copies of all survey data are to be submitted as geo database as well as kml, Excel and AutoCAD format for records and further analysis and incorporation in integrated embankment management system.
- (vi) Submission of all raw data from digital level shall be submitted along with adjusted and unadjusted levels in tabular form & by using applicable Geo-Office software as per direction of Engineer in- Charge complete
- (vii) DWG& .KMZ/.KML file of the detailed topographic survey of the embankment/ bank shall be made from the survey data such that the layer can be visualized in Google Earth/Arc GIS Earth.
- (viii) Submission of hard copy (3 nos) and soft copies of all shape files and/or geodatabase, dwgs, maps etc, one each for Project Manager, DDO and Director Adv Planning

Details of survey Area:

Name of District	Name of Block	Name of Embankment
North 24 Parganas	Sandeshkhali-I, Sandeshkhali-II, Minakhan, Haroa, Hasnabad , Hingalganj, Taki Municipality, Basirhat-I, Basirhat-II, Baduria , Swarupnagar	R/B & L/B of Bidyadhari River R/B & L/B of Chotokalagachi, R/B & L/B of Haroaganj- Kultiganj R/B & L/B of Buri R/B & L/B of Jagannath Khal R/B & L/B of Metia Khal R/B & L/B of Mothbari Khal R/B & L/B of Sakdah Khal R/B & L/B of Benti R/B & L/B of Ghatihar R/B & L/B of Kantakhali R/B & L/B of Dansa R/B & L/B of Tushikhali R/B & L/B of Ichhamati R/B & L/B of Boyalia R/B & L/B of Bali R/B & L/B of Saheb Khali R/B & L/B of Gomoti L/B of Rampur L/B of Bani Boyalia L/B of Hatakhali L/B of Bidya L/B of Rajmongal L/B of Sagunkhali L/B of Katakali L/B of Barokalagachi R/B of Kalindi R/B of BaroSahebkhali R/B of Goureswar

Total length of Embankment [Tentative] = 780 KM



EQUIPMENT PREFERRED

The survey is to be carried out using survey instruments like Total Stations, DGPS-RTK , with desired accuracy as per standard practices, so that the minimum output accuracy of ± 2.5 cm horizontal vertically and ± 7.5 cm horizontally is maintained.

PAYMENT SCHEDULE

	Milestone	Duration	Payment
1	Submission and approval of Inception report consisting of programme of work showing manpower and machinery deployment, including time schedule of the work.	Within 15 days after award of contract	10%
2	Submission and approval of Mid Term progress report for work completion not less than 60% of the envisaged work along with submission of draft report of the survey works undertaken.	5(Five) months after award of contract	30%
3	Submission and approval of Final Report	8(Eight) months after award of contract	60%

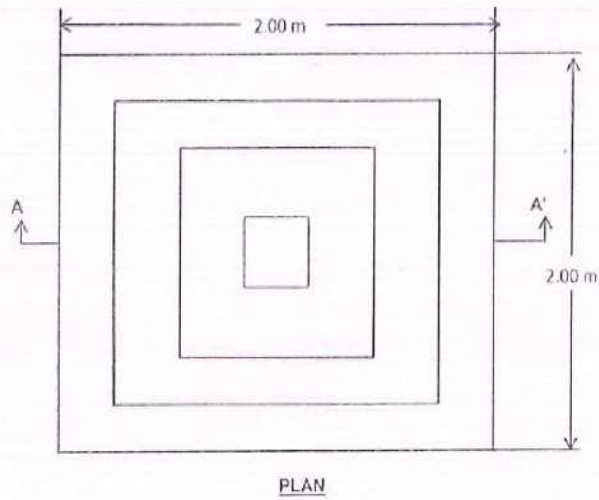
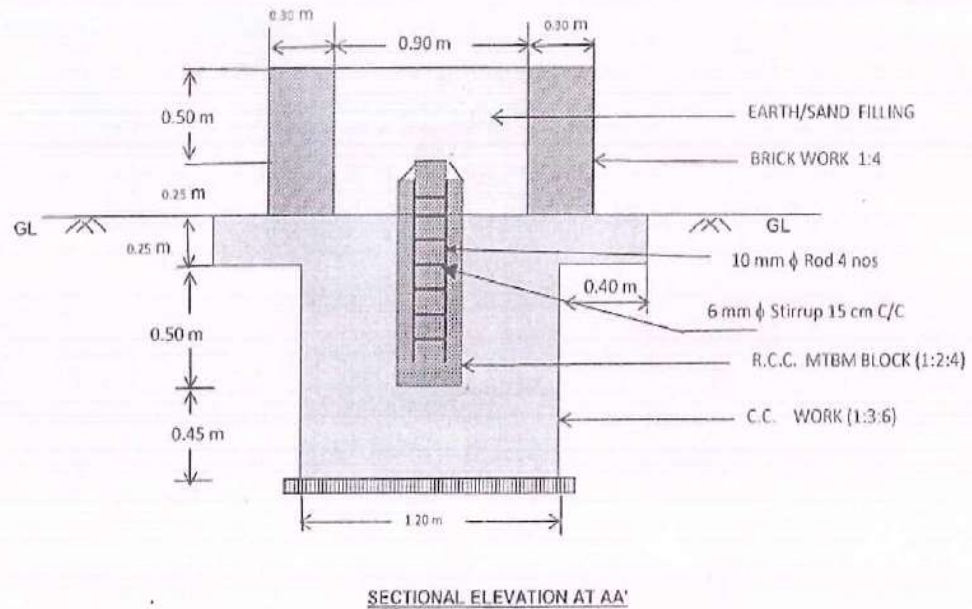
KEY PERSONAL AND MAN MONTH

A suggestive manpower and man months required are given in the table below. Survey firm may propose an alternative team as per the requirement of study.

Sl	Position	Number	Qualification and experience	Man month
1	Manager Team lead	1	The persons should possess Degree in Civil Engineering with more than 10 years of experience in topographic survey works and well versed in latest survey instruments and survey practices including hydrographic survey with fair knowledge of computers and survey related software	8 months
2	Surveyor	4	The persons should have Certificate in field surveying from recognized ITI. Required to have minimum 3 years' working experience in precision survey in flat terrain as well as under water using Modern Electronic survey equipment like Electronic Total station, DGPS and Digital/Auto Level.	4 x 8 = 32 months
3	AutoCAD Draughtsman	2	ITI certificate in draughtsmanship with a minimum experience of 3 years, preferably in similar works	2 x 3 = 6 months

Sl	Position	Number	Qualification and experience	Man month
4	GIS expert	1	M.Sc. / M. Tech in Geoinformatics/Geography/ Geo Science/ Geology with specialization in GIS/ RS. At least 3 years of experience in RS/GIS applications for resource mapping, preparation and integration of GIS datasets,	1 x 5= 5 months
5	Geotechnical expert	3	M.Tech/ M.E in Geotechnical Engineering/ Soil Mechanics with minimum 5 years' working experience in geotechnical investigations	3 x 5 = 15 months
6	Non-technical Support staff	2	Graduate with 2 years professional experience. Should have extensive knowledge and experience on MS Office	2 x 6= 12 months
7	Unskilled labour for survey and soil test	20	As found suitable by the contractors	20 x 6 = 120 months

SCHEMATIC DIAGRAM OF MUSTO TYPE BENCHMARK



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Section VIII - General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;
- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (j) “GCC” means these General Conditions of Contract;
- (k) “Government” means the Government of the Employer’s Country;
- (l) “Local Currency” means the currency of the country of the Employer;
- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in

exercising all the Service Provider' rights and obligations towards the Employer under this Contract;

- (n) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- (o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) "Service Provider's Bid" means the completed Bidding Document submitted by the Service Provider to the Employer
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) "Specifications" means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer
- (t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- (u) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Employer's Country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

1.3 Language

This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

1.6 Authorized Representative

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**

1.7 Inspection and Audit by the Bank

Pursuant to paragraph 2.2 e. of Appendix A to the General Conditions, the Supplier shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the 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 Supplier's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

2.2

COMMENCEMENT OF SERVICES

2.2.1 PROGRAM

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 STARTING DATE

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the services; or
- (d) yields any other benefits to the Employer,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 DEFINITION

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes

a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 NO BREACH OF CONTRACT The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 EXTENSION OF TIME Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 BY THE EMPLOYER The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of the Appendix A to the GCC, in competing for or in executing the Contract

2.6.2 BY THE SERVICE The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be

PROVIDER given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 SUSPENSION OF LOAN OR CREDIT

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 PAYMENT UPON TERMINATION

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 SERVICE PROVIDER NOT TO BENEFIT FROM COMMISSIONS AND DISCOUNTS.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 SERVICE PROVIDER AND AFFILIATES NOT TO BE OTHERWISE INTERESTED IN PROJECT

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 PROHIBITION OF CONFLICTING ACTIVITIES

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and

that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 PAYMENTS OF LIQUIDATED DAMAGES

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

3.8.2 CORRECTION FOR OVER-PAYMENT

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 LACK OF PERFORMANCE PENALTY

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and

specified in the SCC.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

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

The Employer requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement

of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

(a) The price payable in local currency is **set forth in the SCC**.

(b) The price payable in foreign currency is **set forth in the SCC**.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer

specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c L_{mc}/L_{oc} + C_c I_{mc}/I_{oc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Day work rates in the Service Provider’s Bid

shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

- 6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

- 8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- 8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid by the day at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.
- 8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

APPENDIX I

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the 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;⁴ (ii) to be a nominated⁵ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁶ all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

⁴ 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.

⁵ 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.

⁶ 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.

Section IX - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words “in the Government’s country” are amended to read “in <i>India</i> .”
1.1(a)	The Adjudicator is <i>Kaushik Chatterjee, Retired Secretary, I&W Department Govt.of West Bengal</i>
1.1(e)	The contract name is Survey of Sundarban Embankments under Basirhat Irrigation Division and corresponding Mapping and Health Checking under NHP of I&W Deptt. GoWB
1.1(h)	The Employer is The Executive Engineer Burdwan Investigation & Planning Division, I&W Dte, Govt. of West Bengal. Purta Bhawan, 3rd Floor, Purba Burdwan-713103, West Bengal
1.2	The Applicable Law is: <i>Govt. Of India Law</i>
1.3	The language is <i>English</i>
1.4	The addresses are: Employer :- The Executive Engineer Burdwan Investigation & Planning Division, I&W Dte, Govt. of West Bengal. Purta Bhawan, 3rd Floor, Purba Burdwan-713103, West Bengal Tel. No: 0342- 2646799, e-mail: eebipd2012@gmail.com Service Provider :- ----- e-mail -----
1.6	The Authorized Representatives are: For the Employer as : <u>Project Manager</u> Executive Engineer, Basirhat Irrigation Division, I&W Deptt, GoWB. The Deputy Director, Advance planning Project Evaluation and Monitoring Cell, Jalasampad Bhavan, Salt Lake, Kolkata will assist the Project Manager to certify the softcopies of output deliverables required for incorporation into IEMS. For the Service Provider: _____
2.1	The date on which this contract shall come into effect is.....
2.2	The starting date for the commencement of service is.....

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3	The Intended Completion Date is 8 (Eight) Months including rainy season & festival season.
2.4.1	If the value of engineering proposal is approved by the Employer the amount to be paid to the Service Provider shall be 0% of the reduction in the Contract Price.
3.2.3	Activities prohibited after termination of this Contract are: None
3.4	The risks and coverage by insurance shall be:
	<ul style="list-style-type: none"> (i) Third Party motor vehicle (ii) Third Party liability (iii) Employer's liability and workers' compensation (iv) Professional liability (v) Loss or damage to equipment and property
3.5(d)	The other actions are <u>None</u> .
3.7	Restrictions on the use of documents prepared by the Service Provider are: <u>None</u> .
3.8.1	<p>The liquidated damages rate is Rs 3000 per day</p> <p>The maximum amount of liquidated damages for the whole contract is 5%percent of the final Contract Price.</p>
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is 105%
3.11	[deleted].
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <p>_____None_____</p>
6.2(a)	The amount in local currency is
6.2(b)	The amount in foreign currency or currencies is <i>Not applicable</i> .
6.3.2	The performance incentive paid to the Service Provider shall be: Not Applicable
6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> • Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> ➤ Payments will be released after successful survey of each demand after submission & analysis of data in hard as well as soft copy and after acceptance of report by the employer's representative, The Project Manager, on milestone basis as below ➤

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract			
		Milestone	Duration	Payment
	1	Submission and approval of Inception report consisting of programme of work showing manpower and machinery deployment, including time schedule of the work.	Within 15 days after award of contract	10%
	2	Submission and approval of Mid Term progress report for work completion not less than 60% of the envisaged work along with submission of draft report of the survey works undertaken.	5(Five) months after award of contract	30%
	3	Submission and approval of Final Report	8(Eight) months after award of contract	60%
6.5	Payment shall be made within 21 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 45days in the case of the final payment.			
6.6.1	Price adjustment is <i>not applicable</i> in accordance with Sub-Clause 6.6.			
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: <i>Site visit during the progress of the work & satisfactory compliances by the agency as per discretion of Engineer-in-charge.</i></p> <p>The Defects Liability Period is <i>6 months</i>.</p>			
8.2.3	The Adjudicator is <i>Kaushik Chatterjee, Retired Secretary, I&W Department Govt.of West Bengal</i> The following reimbursable expenses are recognized: <i>Daily fee of Rs5000.0Kaushik Chatterjee, Retired Secretary, I&W Department Govt.of West Bengal.</i>			
8.2.4	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 8.2.4 shall be as follows:</p> <p>GCC 8.2.4 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.</p>			
8.2.5	The designated Appointing Authority for a new Adjudicator is Chief Engineer (South) I&W Department, GOWB Jalasampad Bhavan, Salt Lake, Kolkata			

Section X -Contract Forms

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Performance Security

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated Non Judicial Stamp should be issued in the favour of bank]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the Non-Consulting Services of *_ [insert name of contract and brief description of the Non-Consulting Services]*(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* () *[insert amount in words]*,¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...2, and any demand for payment under it must be received by us at this office indicated above on or before that date.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.*

² *Insert the date twenty-eight days after the expected completion date as described in GCC. The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one*

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

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

year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Option 2: Performance Bond

By this Bond *[insert name of Principal]* as Principal (hereinafter called “the Service Provider”) and *[insert name of Surety]* as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[insert name of Employer]* as Obligee (hereinafter called “the Service Provider”) in the amount of *[insert amount in words and figures]*, for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Service Provider has entered into a written Agreement with the Employer dated the _____ day of _____, 20 ____, for *[name of contract and brief description of Non-Consulting Services]* in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Employer to the Service Provider under the Contract, less the amount properly paid by Employer to the Service Provider; or
- (3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Service Provider has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20 ____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Insert name and Address of Employer]

Date: [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution of [insert name of contract and brief description of Non-Consulting Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert amount in figures] () [insert amount in words] is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] () [insert amount in words]¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Services; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the [insert day] day of

¹ *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*

[insert month], 2 [insert year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

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

Service Provider’s qualification requirement (and any other requirements which will be used for evaluation)

The bidder shall furnish the Technical Compliance Sheet as a part of his bid with **supporting documents**; which establishing the bidder’s eligibility to bid and his qualification to participate in the bid, without fulfilling the following parameter, the bidder is liable for rejection without arising any reason.

The bidder is qualified only when he is the actual service provider and meets the required norms as specified below and all original evidences to be produced in due course of time as & when asked by the Tender/Quotation Inviting Authority.

TECHNICAL COMPLIANCE SHEET		
SI No	Item	Complied with [Yes/No]
1	The bidder should have experience in services of similar nature & complexity.	
2	The bidder should have experienced manpower & equipment/machinery in the field of Hydrographic & Topographic Survey.	
3	The bidder should have experienced manpower & equipment/machinery in the field of Geotechnical Investigation	

Employer’s Input and Counterpart Personnel:

a) Services, facilities and property to be made available to the Service Provider by the Employer:

- Index Map showing river network within working jurisdiction from concern Division /Sub-Division offices under Irrigation & Waterways Department, GoWB.
- Reference Bench Mark point locations and corresponding values as per availability from concerned Division /Sub-Division offices under Irrigation & Waterways Department, GoWB

b) Professional and support counterpart personnel to be assigned by the Employer to the Service Provider’s team:

- Experienced personnel to be assigned during joint field supervision / guidance etc from concerned Division /Sub-Division offices under Irrigation & Waterways Department, GoWB