

Request for Bids Non-Consulting Services

National Open Competitive Procurement
(Two-Envelope Bidding Process with e-Procurement)
(for Lump Sum Contracts)

February 2024

GOVERNMENT OF WEST BENGAL

PROJECT: *West Bengal Major Irrigation and Flood Management Project (WBMIFMP)*

REQUEST FOR BIDS NO: WBMIFMP/NCS/APD/23-24/ISPCWP-6

**National Open Competitive Procurement
Procurement of Non-Consulting Services
(Two-Envelope Bidding Process with e-Procurement)**

NAME OF NON-CONSULTING SERVICE	: <i>Engagement of Service Provider for irrigation services under WBMIFMP in Damodar Valley Command area for Civil Work Package (CWP) -6: Kana Damodar</i>
PERIOD OF DOWNLOADING OF BIDDING DOCUMENT ONLINE	: FROM 6 th February 2024 TO 5 th March 2024
LAST DATE AND TIME FOR RECEIPT OF CLARIFICATION BY BIDDERS	: DATE 12 th February'2024 upto 14.00 HOURS
START DATE AND TIME FOR SUBMISSION OF BIDS	: DATE 20 th February'2024 TIME 10.00 HOURS
LAST DATE AND TIME FOR SUBMISSION OF BIDS	: DATE 5 th March'2024 TIME 13.00 HOURS
* TIME AND DATE OF OPENING BIDS – Technical Part	: DATE 5 th March'2024 TIME 15.00 HOURS
TIME AND DATE OF PREBID MEETING	: DATE 15 th February'2024 TIME 14.00 HOURS
PLACE OF PREBID MEETING & OPENING OF BIDS	: <i>Office of the Additional Project Director -III, DPMU-I, WBMIFMP Kanainatsal, P.0 – Sripally, Dist- Purba Bardhaman, PIN Code:713103 Country: India Electronic mail address: apd3.dpmu1@gmail.com</i>
OFFICER INVITING BIDS	: <i>Additional Project Director -III, DPMU-I, WBMIFMP</i>
ADDRESS FOR COMMUNICATION	: <i>Kanainatsal, P.0 – Sripally, Dist- Purba Bardhaman, PIN Code:713103 Country: India Electronic mail address: apd3.dpmu1@gmail.com</i>

GOVERNMENT OF WEST BENGAL
WEST BENGAL MAJOR IRRIGATION AND FLOOD MANAGEMENT PROJECT

Request for Bids Non-Consulting Services
E-Procurement Notice
(Two-Envelope Bidding Process with e-Procurement)

NATIONAL OPEN COMPETITIVE PROCUREMENT

Project: *West Bengal Major Irrigation and Flood Management Project (WBMIFMP)*

Contract title: *Engagement of Service Provider for irrigation services under WBMIFMP in Damodar Valley Command area for Civil Work Package (CWP) -6: Kana Damodar*

Loan No. /Credit No. / Grant No.: *IN-9025*

RFB No: *WBMIFMP/NCS/APD/23-24/ISPCWP-6*

Issued on: *06th February 2024*

1. The Government of India **has received** financing from the World Bank toward the cost of the **West Bengal Major Irrigation and Flood Management Project** and intends to apply part of the proceeds toward payments under the contract for Procurement of Non-Consulting Services as detailed below. This contract will be jointly financed by The World Bank and AIIB. Bidding process will be governed by the World Bank's Procurement Regulations.
2. The **DPMU-I - WBMIFMP** now invites online Bids from eligible Bidders for **engagement of service provider for irrigation services** detailed in the below Table. The bidders may submit bids for any or all of the Non-Consulting Services indicated therein. Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract. In addition, please refer to paragraphs 3.14 and 3.15 of the “Procurement Regulations” setting forth the World Bank's policy on conflict of interest.
3. Bidding will be conducted through national open competitive procurement using a Request for Bids (RFB) as specified in the World Bank's “**Procurement Regulations for IPF Borrowers, July 2016 Revised August 2018 and November 2018**” (“Procurement Regulations”), and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from *DPMU-I, WBMIFMP (Additional Project Director -III, DPMU-I, WBMIFMP; e-mail: apd3.dpmu1@gmail.com)* and inspect the bidding document during office hours [*i.e. 10.00 to 17.00 hours*] at the address given below.
5. The bidding document is available online on <https://wbtenders.gov.in> OR www.wbiwd.gov.in from **06/02/2024 to 05/03/2024** for a nonrefundable fee as indicated in the table, in the form

of Demand Draft (DD) on any Scheduled/Nationalized bank payable at Burdwan in favour of **Additional Project Director -III, DPMU-I, WBMIFMP**, (Demand draft to be submitted subsequently as per the procedure described in paragraph 9 below). Bidders will be required to register on the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

6. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://wbtenders.gov.in>, **which is free of cost.**
7. Bids must be submitted online on <https://wbtenders.gov.in> (*website*) on or before **13:00 IST** hours on **5th March, 2024** and the ‘Technical Part’ of the bids will be opened online on the same day at **15:00 hours IST**. The “Financial Part” shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. 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 electronic bidding system would not allow any late submission of bids.
8. All Bids must be accompanied by a Bid Security of the amount specified for the non-consulting service in the table below, drawn in favour of **Additional Project Director -III, DPMU-I, WBMIFMP**. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Procedure for submission of bid security is described in Para 9.
9. The bidders are required to submit (a) original bid security in approved form and (b) original affidavit regarding correctness of information furnished with bid document with **Additional Project Director -III, DPMU-I, WBMIFMP, Kanainatsal, P.0 – Sripally, Dist- Purba Bardhaman, PIN Code:713103 West Bengal**, before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
10. Other details can be seen in the bidding document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify the website for the latest information related to this bid.
11. A pre-bid meeting will be held on **15/02/2024** at **14:00 HOURS IST** to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in ITB Clause 7.4 of ‘Instructions to Bidders’ of the bidding document. Bidders are advised to download the bidding document prior to the pre-bid meeting in order for bidders to have a good understanding of the scope of work under this contract for discussion and clarification at the pre-bid meeting.

12. The address for communication is as under:

- (a) *Name & Designation of Officer: **Additional Project Director -III, DPMU-I, WBMIFMP,***
 (b) *Official Address: Kanainatsal, P.0 – Sripally, Dist- Purba Bardhaman, PIN Code:713103*
West Bengal
 (c) *Email **apd3.dpmu1@gmail.com***

TABLE

RFB No	Name of Non-Consulting Service	Bid Security (Rs.)	Cost of Document (Rs.)	Period of Completion
1	2	3	4	5
WBMIFMP/NCS/APD/23-24/ISPCWP-6	Engagement of Service Provider for irrigation services under WBMIFMP in Damodar Valley Command area for Civil Work Package (CWP) -6: Kana Damodar	INR 2.5 Lakhs [Indian Rupees Two Lakh Fifty Thousand only]	Nil	19.5 months

Additional Project Director -III, DPMU-I, WBMIFMP,
Kanainatsal, P.0 – Sripally, Dist- Purba Bardhaman, PIN Code:713103
WEST BENGAL, INDIA
 Seal of office

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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 Government of India 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(s) 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 proceeds of the Loan (or other financing).

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 their agents (whether 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, unless otherwise **specified in the BDS**. 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. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members. Unless **specified in the BDS**, there is no limit on the number of members in a JV. In case of a successful bid, the joint venture agreement shall be registered in the place **specified in BDS** so as to be legally valid and binding on members.

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) 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) 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 prequalified for, initially selected for, bid for, propose

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 Not used.

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 Not used.

4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

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.

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 Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this 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 providing 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 Bidder requiring any clarification of the bidding document 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 prior to the deadline for submission of Bids within a period **specified in the BDS**. 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 clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.
- 9. Amendment of Bidding Document**
- 9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda. 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 document and shall be deemed to have been communicated to all bidders.
- 9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.

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 English. 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 English, 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** prepared in accordance with ITB 13;
- (b) **Bid Security** in accordance with ITB 20.1;
- (c) **Alternative Bid – Technical Part**: if permissible in accordance with ITB 14;
- (d) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
- (e) **Qualifications**: documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
- (f) **Bidder's Eligibility**: documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;
- (g) **Conformity**: documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and
- (h) any other document **required in the BDS**.

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

- **Letter of Bid – Financial Part:** prepared in accordance with ITB 13 and ITB 15;
- **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15;
- **Alternative Bid - Financial Part:** if permissible in accordance with ITB 14; and
- any other document **required in the BDS.**

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

12.5 In addition to the requirements under ITB 12.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

12.6 The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid, and to contract execution if the Bidder is awarded the contract.

- 13. Process of Bid Submission**
- 13.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and priced Activity Schedule 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 21.3. All blank spaces shall be filled in with the information requested.
- 13.2 Entire Bid including the Letters of Bid and filled-up Activity Schedule 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 ITB 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 demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); and (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office **specified in the BDS**, before the bid submission deadline, 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 or any other document are not to be submitted.
- 14. Alternative Bids**
- 14.1 Unless otherwise **indicated in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer.
- 14.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 14.3 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be **identified in the BDS**, as will be the method for their evaluating, and described in Section VII, Employer's Requirements.
- 15. Bid Prices and Discounts**
- 15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid – Financial Part 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 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.

15.9 Bidders may like to ascertain availability of tax/duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (Service Provider). The bidder shall furnish along with its bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding document. Where the bidder has quoted taking into account such benefits, it must give all information required for issue of certificates in terms of the Government of India's relevant Notifications as per the declaration format. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the construction equipment/ machinery/ goods for which certificate is required is Nil.

To the extent the Employer determines the quantities indicated therein are reasonable keeping in view the specifications/performance requirements, proposed work method and schedule, the certificates will be issued within 60 [sixty] days of signing of contract and no subsequent changes will be permitted. In case of materials pertaining to Variation items and quantities, the certificate shall be issued only on request from the Service Provider when in need, and to the extent the Employer determines the quantities indicated therein are reasonable. No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement.

If the bidder has considered the tax/duty exemption for materials/construction equipment to be bought for the work, the bidder shall confirm and certify that the Employer will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate.

The bids which do not conform to the above provisions or any condition by the bidder which makes the bid subject to availability of tax/ duty exemption or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected. Any delay in procurement of the construction equipment/ machinery/goods as a result of the above shall not be a cause for granting any extension of time.

16 Currencies of Bid and Payment

16.1 The prices shall be quoted by the Bidder, and shall be paid for by the Employer, entirely in Indian Rupees.

- 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 their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, 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.

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**;
 - (b) in the case of adjustable price contracts, no adjustment shall be made;
 - (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 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of the Technical part of its Bid, a Bid security in original form, and in the amount **specified in the BDS**.

20.2 Not used.

20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a nationalized/ scheduled bank located in India;
- (b) an irrevocable letter of credit issued by a Nationalized/ Scheduled bank located in India;
- (c) a cashier's or certified check or demand draft from a Nationalized/ Scheduled bank located in India; or
- (d) another security **specified in the BDS**.

If the unconditional guarantee is issued by an institution located outside India, it shall be counter signed by a Nationalized/Scheduled bank located in India, to make it enforceable. In the case of a bank guarantee, the Bid security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for forty-five (45) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 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 If a Bid Security is specified pursuant to ITB 20.1, 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 48.

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:

- (a) if a Bidder withdraws/modifies/substitutes its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid - Technical Part and repeated in Letter of Bid - Financial Part, or any extension thereto provided by the Bidder; or if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 36; or

(b) if the successful Bidder fails to:

1. sign the Contract in accordance with ITB 47; or
2. furnish a performance security in accordance with ITB 48.

20.8 The Bid Security of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.

20.9 Not used.

21 Format and Signing of Bid

21.1 The Bidder shall prepare the Bid as per details given in ITB 22.

21.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business.

21.3 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be uploaded along with the Bid.

21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the Bid.

21.5 Corrections, if any, 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 Request for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Request for Bids and can view the details of Non-Consulting Services 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 certifying agency authorised by the 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, alongwith 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 online 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, e-mail, 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 document in accordance with ITB 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 the appropriate option for bid modification on e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. 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 the 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 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 repeated in Letter of Bid - Financial Part) or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 20.7.

E. Public Opening of Technical Parts of Bids

26 Public Opening of Technical Parts of Bids

- 26.1 The Employer shall, at the Bid opening, 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 Bidders' designated representatives and anyone who choose 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, Alternative Bid – Technical Part, and such other details as the Employer may consider appropriate will be notified, online by the Employer at the time of bid opening.
- 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, and alternative bids – technical parts if permitted in ITB 14, that are opened at Bid opening of Technical Parts shall be considered further for evaluation.

F. Evaluation and Comparison 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 Contract Award is transmitted to all Bidders in accordance with ITB 45.
- 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 36.
- 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 nonconformities in the Bid which do not constitute a material deviation, reservation or omission.

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 32, ITB 33, 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:
- if accepted, would:
 - 1 affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - 2 limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or
 - if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 32.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that, all requirements of Section VII, Employer's Requirements have been met without any material deviation or reservation, or omission.
- 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.

33 Qualification of the Bidder

- 33.1 The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid – Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 33.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder that submitted the Bid.
- 33.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 33.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.

**34 Public
Opening of
Financial
Parts**

H. Public Opening of Financial Parts of Bids

- 34.1 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 those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:
- a. the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
 - b. their Financial Part of Bid will not be opened; and
 - c. notify them of the date, time and location of the public opening of 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.
- 34.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:
- a. their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
 - b. their Financial Part of Bid will be opened at the public opening of the Financial Parts; and
 - c. notify them of the date, time and location of the second public opening of the Financial Parts of the Bids, **as specified in the BDS.**
- 34.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bids 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, per lot (contract) if applicable, 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.
- 34.4 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 Parts of Bids, Financial Parts of Alternative Bids, if permitted, and discounts that are opened at Bid opening shall be considered further for evaluation.

I. Evaluation of Financial Parts of Bids

35 Evaluation of Financial Parts

35.1 In evaluating the Financial Part of each Bid, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:

- (a) not used;
- (b) price adjustment due to discounts offered in accordance with ITB 15.4;
- (c) not used;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications (or Terms of Reference); and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

35.2 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.

35.3 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.

- 36 Correction of Arithmetical Errors** 36.1 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.
- 37 Conversion to Single Currency** 37.1 Not used.
- 38 Margin of Preference** 38.1 Not used.
- 39 Comparison of Financial Parts of Bids** 39.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.1 to determine the Bid that has the lowest evaluated cost.
- 40 Abnormally Low Bids** 40.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 40.2 In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise **specified in the BDS**, shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 40.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
- 41 Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 41.1 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 documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 42 Standstill Period** 42.1 Standstill Period shall not apply.
- 43 Notification of Intention to Award** 43.1 Not used.

J. Award of Contract

- 44 Award Criteria** 44.1 Subject to ITB 41, 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.
- 45 Notification of Award** 45.1 Prior to the expiration of the Bid Validity Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (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 Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 45.2 At the same time, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- a) name and address of the Employer;
 - b) name and reference number of the contract being awarded, and the selection method used;
 - c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
 - d) name of Bidders whose Bids were rejected and the reasons for their rejection; and
 - e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

- 45.3 The Contract Award Notice shall be published on a National website (GoI website <http://tenders.gov.in> or GoI Central Public Procurement Portal <https://eprocure.gov.in/cppp/>) or on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette.
- 45.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 46 Debriefing by the Employer**
- 46.1 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award requests the Employer in writing to explain on which grounds its bid was not selected.
- 47 Signing of Contract**
- 47.1 Promptly upon Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder.
- 47.2 Within twenty-one (21) days of receipt of Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with ITB Clause 48, and revised methodology for delivery of services; (b) if the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid; and (c) shall sign, date and return the Agreement to the Employer along with the documents stated at (a) and (b) above.
- 48 Performance Security**
- 48.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security, if required, in Indian Rupees, in accordance with the GCC 3.9, and in the amount and form **stipulated in the BDS**.
- 48.2 If the Performance Security furnished by the successful Bidder is in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a nationalized/ scheduled bank located in India, or by a foreign bank acceptable to the Employer, through a correspondent bank located in India. The performance security of a Joint Venture shall be in the name of the joint venture specifying the names of all members.
- 48.3 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.

- 49 Adjudicator** 49.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the daily rate **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, 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)

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is : WBMIFMP/NCS/APD/23-24/ISPCWP-6</p> <p>The Employer is: Additional Project Director -III, DPMU-I, WBMIFMP</p> <p>The name of the RFB is: Engagement of Service Provider for irrigation services under WBMIFMP in Damodar Valley Command area for Civil Work Package (CWP) -6: Kana Damodar</p>
ITB 1.2	The Employer shall use the e-procurement system specified in BDS 8.1.
ITB 1.3	The Intended Completion Date is 31st October 2025. The period of contract shall be for 19.5 months
ITB 2.1	<p>The Borrower is: Government of India. The sub-borrower is: Irrigation and Waterways Department (IWD), Government of West Bengal – (Executing Agency) and the DPMU-I of State Project Management Unit (SPMU), WBMIFMP is the (Implementation Agency/Employer).</p> <p>Loan or Financing Agreement amount: US\$ 145.0 Million (from IBRD) & US\$ 145.0 Million (from AIIB)</p> <p>The name of the Project is: West Bengal Major Irrigation and Flood Management Project (WBMIFMP)</p>

ITB 4.1	<p>Bids from Joint Ventures are permitted</p> <p>(a) Maximum number of members in the Joint Venture (JV) shall be: Three (3)</p> <p>(b) Place where the agreement to form JV to be registered is Kolkata, West Bengal</p> <p>(c) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement [<i>in case of a successful bid</i>].</p> <p>(d) The joint venture agreement should define precisely the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer.</p>
ITB 4.5	<p>A list of debarred firms and individuals is available on the Bank's external website: https://www.worldbank.org/en/projects-operations/procurement/debarred-firms</p>
	B. Contents of Bidding Document
ITB 8.1	<p>Electronic – Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process:</p> <p>West Bengal Government e-procurement system</p> <p>URL: https://wbtenders.gov.in and www.wbiwd.gov.in</p> <p>The electronic-procurement system shall be used to manage the following aspects of the Bidding process: issue bidding document, Addendum, Corrigendum – if any, Submission/Opening/ Evaluation of Bids, Award of Contract Notification.</p> <p>Requests for clarification should be received by the Employer no later than: 20 days prior to the deadline for submission of bids</p>
New Clause 8.2	<p>Pre- Bid meeting:</p> <p>A Pre-Bid meeting shall take place in physical mode, at the following date, time and place for clarifying issues and to answer questions on any matter that may be raised at that stage.</p> <p>Date: 15th February 2024, at 14.00 Hours IST</p>

	<p>Place: Office of the Additional Project Director-III, DPMU-I, Irrigation & Waterways Directorate, Government of West Bengal, Kanainatsal, Purba Bardhaman.</p> <p>Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded online on e-procurement system. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an addendum pursuant to ITB 9 and ITB 23.2, and not through the minutes of the pre-Bid meeting. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p>
ITB 9.1	The addendum will appear on the e-procurement system under " Latest Corrigendum " category and the interested bidders will be able to download these from the websites mentioned in ITB 8.1 above
	C. Preparation of Bids
ITB 12.2 (h)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ul style="list-style-type: none"> ▪ Annual turnover statement for last 5 financial years with CA certificate ▪ LOA / Contract/ Completion Certificates related to completion of eligible works to fulfill the eligibility as per Clause 2.4 Qualification Requirements ▪ Bidder Registration certificate (as per RFB). ▪ Scanned copy of valid PAN card in the name of Bidder ▪ Scanned copy of income Tax Return of latest Assessment year or of immediately preceding Assessment year whichever latest available of Sole Bidder OR all JV partners, as applicable ▪ Scanned copy of GST registration certificate.
ITB 12.3 (d)	Not Applicable
ITB 13	<p>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.</p>

ITB 13.3	For submission of original documents, the Employer's address is: Attention: Additional Project Director -III, DPMU-I, WBMIFMP, West Bengal. Street Address: Kanainatsal, P.0 – Sripally, Dist- Purba Bardhaman, PIN Code:713103 Country: INDIA
ITB 14.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.2	Alternative times for completion <i>shall not be permitted</i>
ITB 14.3	Alternative technical solutions shall be permitted for the following parts of the Services: Not Applicable
ITB 15.4	Not Applicable
ITB 15.7	The prices quoted by the Bidder <i>shall not</i> be subject to adjustment during the performance of the Contract.
ITB 19.1	The Bid validity period shall be 120 days
ITB 19.3 (a)	The Bid price shall be adjusted by the following factor: Not Applicable
ITB 20.1	A Bid Security shall be required. The amount of the Bid Security shall be INR 2.5 Lakhs
ITB 20.3 (d)	Other types of acceptable securities: None
ITB 21.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: a) Legally valid Power of Attorney (duly notarized in India or by consulate general of India Embassy in the country of execution) is required to demonstrate the authority of the signatory to sign the Bid; and b) In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members.
	D. Online Submission of Bids
ITB 22.1	Class of DSC required is: Class 3

ITB 23.1	The deadline for uploading the Bids is: Date: 5th March' 2024 Time: 13.00 hrs
ITB 25.1	Re-submission of the bid is <i>allowed</i> , if withdrawn, within Bid submission last date
E. Public Opening of Technical Parts of Bids	
ITB 26.1	The online opening of Technical Part of Bids shall take place at: Street Address: Kanainatsal, P.0 – Sripally, Dist- Purba Bardhaman, PIN Code:713103 Country: India Date: 5th March' 2024 Time: 15.00 hrs 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.
F. Evaluation and Comparison of Bids – General Provisions	
ITB 30.3	The adjustment shall be based on the average price of the item or component as quoted in other substantially responsive Bids. 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 34.2 (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 of Bids. In addition to the above the Employer shall publish a notice of the public opening of the Financial Parts of the Bid on its website https://wbtenders.gov.in and www.wbiwd.gov.in 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.

ITB 35.1	In evaluating the Financial Part of each Bid, the Employer will determine for each Bid the evaluated Bid cost as per the criteria specified in Section III, Evaluation and Qualification Criteria- Part C and 35.1(d)
ITB 35.2	Not Applicable
ITB 35.3	Not Applicable
I. Evaluation of Financial Parts of Bids	
ITB 40.2	Provisions related to Abnormally Low Bids do not apply.
J. Award of Contract	
ITB 48.1	The Performance Security amount is 10 percent of Contract Amount, and the Standard Form of Performance Security acceptable to the Employer shall be a Bank Guarantee
ITB 49	<p>The Adjudicator proposed by the Employer is: Sri Partha Pratim Nath, Ex-Chief Engineer, Irrigation & Waterways Department, Govt. of West Bengal, Address: Flat No. 603, State Engineers' Co-Operative Housing Society Ltd., BA-42, Street No 97, Action Area-1B, New Town, Kolkata - 700163.</p> <p>The daily fee for this proposed Adjudicator shall be: Rs 10,000 per day.</p> <p>The biographical data of the proposed Adjudicator is as follows: Education: B.E. (Civil), N.B.U. Experience: Worked in Irrigation & Waterways Department, GoWB for 34 years in the capacity of AE, EE, SE& CE and in design, construction, formulation of numerous Projects in Drainage & Flood Management sectors in various South & North Bengal Districts. Age: 62 years Nationality: Indian Present Position: Former Chief Engineer, I&WD, GoWB.</p>

Section III - Evaluation and Qualification Criteria

This section contains the criteria that the Employer shall use to evaluate Bids and qualify Bidders through post-qualification. No other factor methods or criteria shall be used other than specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

Contents

In line with the two-envelope bidding process, this section includes Evaluation and Qualification Criteria:

- (i) Technical Part; and**
- (ii) Financial Part.**

A. Most Advantageous Bid

The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid that has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost (i.e. lowest Bid Price).

B. TECHNICAL PART

1. Adequacy of Technical Proposal

In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in the Instructions to Bidders and Section III, Evaluation and Qualification Criteria. If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected, and Financial Part of that Bid shall not be opened.

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Employer's Requirements.

2. Qualification

2.1 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) the annual Financial Turnover for five of the last seven financial years (FY 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23) for which Financial Turnover is being claimed;
- (c) Demonstrated Relevant Experience and Demonstrated Experience in Services of a similar nature and size for each of the last seven years as per conditions set out in Clause 2.3 and 2.4 of this Section III; and names and address of clients who may be contacted for further information on those contracts;
- (d) deleted
- (e) qualifications and experience of Key Personnel proposed for the Contract, as per conditions set out in Clause 2.3 and 2.4 of this Section III

- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past seven years;
- (g) blank;
- (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, as per conditions set out in Clause 2.3 and 2.4 of this Section III.

[the qualification and experience of each identified subcontractor in the relevant field should be annexed.]

2.2 Bids submitted by a joint venture of two or more firms as members shall comply with the following requirements, unless otherwise stated **below**:

- (a) the Bid shall include all the information listed above [Clause 2.1 (a) to (j)] for each joint venture member;
- (b) the Bid shall be signed so as to be legally binding on all members;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a statement to this effect shall be included in the authorization mentioned under (d) below; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement; All members of JV should have active participation in providing services during the currency of the contract, and the division of assignments to each member should not be varied/modified subsequently without prior approval of the Employer;
- (d) one of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members;
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge; and
- (f) The joint venture agreement should be registered in Kolkata, West Bengal so as to be legally valid and binding on members.

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

- (a) Annual Financial Turnover of at least the amount specified **below**;
- (b) experience as service provider in the provision of similar services under Demonstrated Relevant Experience and Demonstrated Local Experience as specified **below**;
- (c) Key Personnel with relevant experience as specified below; and
- (d) Subcontractor experience (if applicable) as specified **below**;
- (e) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit from the Bank¹ and /or other financial means to be certified by the Chartered Accountant (net of other contractual commitments and exclusive of any contractual advance payment) sufficient to meet the cash flow requirements for operation in one Kharif season, estimated as follows.

A consistent history of litigation or arbitration awards against the Applicant or any member of a Joint Venture may result in disqualification.

2.4 Qualification Requirements

Financial Turnover	<p>The minimum required average annual Financial Turnover of the Bidder in any five of the last seven financial years (FY 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23) shall be INR 186 Lakhs. Out of this, contribution of any one of last two years, i.e., 2021-22 and 2022-23, should be 20% at the minimum.</p> <p>In case of Joint Venture, the figures for each of the members of a joint venture shall be added together to determine the Bidder's compliance with this minimum Financial Turnover criterion; however, for a Joint Venture to qualify:</p> <ol style="list-style-type: none"> 1. the member in charge must meet at least 40 % of the Financial Turnover criteria for an individual Bidder, and 2. the other members must meet at least 25% of the Financial Turnover criteria for an individual Bidder.
Demonstrated Relevant Experience	<p>The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 7 years (between 1st January 2017 and bid submission deadline) the following:</p> <ul style="list-style-type: none"> • At least one Eligible Contract of INR 99 Lakhs, OR • At least two Eligible Contracts of INR 62 Lakhs each, OR

¹ In case the bidder submits a letter of intent from a commercial bank with the bid, firm commitment from the bank to provide line of credit shall be required before contract signing

	<ul style="list-style-type: none"> • At least three Eligible Contracts of INR 50 Lakhs each <p>Wherein “Eligible Contract” will be those contracts following all of the below listed conditions either jointly or in aggregation:</p> <ol style="list-style-type: none"> a. irrigation sector contracts involving (I) provision of manpower for operating canal network, and/or (II) undertaking maintenance works in canal network, and/or (III) reconnaissance survey of irrigation canal and/or (IV) civil construction works including earthwork along canal stretches, b. contracts completed in the last 7 years (between 1st January 2017 and bid submission deadline). In addition to the fully completed contracts, services contracts completed by at least 70%, will also be considered. <p>Note:</p> <ul style="list-style-type: none"> ■ In case contract has been completed by the Bidder as a prime contractor, joint venture member, management contractor or subcontractor, only the Bidder’s share, by value, shall be considered to meet this requirement. ■ In case of Joint Venture, the figures for each of the members of a joint venture shall be added together to determine the Bidder’s compliance with this Demonstrated Relevant Experience criteria. However, for a Joint Venture to qualify the member in charge must provide at least one Eligible Contract of the one/two/three contracts considered for meeting this criterion.
Demonstrated Experience	<p>Demonstrated experience in contract(s) involved in working with various government departments in India during the last 7 years (between 1st January 2017 and bid submission deadline).</p> <p>Note:</p> <p>This may be demonstrated through completed contracts with select departments such as agriculture, irrigation, rural development, Water Resources Investigation & Development Department of any State Government of the country including Government of West Bengal.</p> <p>In case of Joint Venture, the member in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other member, (only one) at least 25 Percent of the criteria</p>
Key Personnel	<p>The Key Personnel whose CVs will be furnished as part of the technical bid are as follows:</p>

S. No.	Designation of Personnel	No.	Minimum Qualification	Minimum experience in providing similar services
1.	Project Manager cum Planning & Design Engineer	1	Diploma in Civil	5 years of experience in irrigation planning & design, irrigation O&M
2.	Field Coordinators	4	Graduate in any stream	3 years
3.	Capacity Building Expert	1	Diploma in Civil/ Agri or Graduate in any discipline (B.Sc./ B.A.)	3 years of experience in training farmers (West Bengal farmers will be preferred)
4.	Farmer Engagement Expert	1	NA	Minimum 6 months of experience as Board Member of any functional Farmer Organization in project Districts (FPCs, WUAs) Experience in water budgeting and water distribution at farm level
5.	Farmer Mobilization Expert	1	NA	Minimum 6 months of experience as Board Member of any functional Farmer Organization in project Districts (FPCs, WUAs) Minimum 3 years of experience in farmer mobilization,

	<table border="1"> <tr> <td data-bbox="507 284 611 409"></td> <td data-bbox="611 284 821 409"></td> <td data-bbox="821 284 909 409"></td> <td data-bbox="909 284 1129 409"></td> <td data-bbox="1129 284 1430 409">capacity building of famers and farmer groups</td> </tr> </table>					capacity building of famers and farmer groups
				capacity building of famers and farmer groups		
Subcontractors	<p>Note:</p> <ol style="list-style-type: none"> 1. In case of meeting the experience criteria stated against Sl.3 & 5 above, by one single expert, that expert can hold both the positions. 2. In case of Joint Venture, all members of the JV will together provide above resources and it will be considered for qualification. <ol style="list-style-type: none"> 1. Financial Turnover- Subcontractor's Financial Turnover will not be considered, 2. Demonstrated Relevant Experience- Subcontractor's experience will not be considered, 3. Demonstrated Local Experience- Subcontractor's experience will not be considered, 4. Key Personnel- Subcontractor's resumes will be considered for this purpose. 5. Experience with Local Farmer Community: Bidder shall submit signed Memorandum of Understanding's (MoUs) with: <ol style="list-style-type: none"> 1. at least one (1) Farmer Producer Company (FPC) prevalent in the Damodar Valley Command Area which has experience in capacity building of farmers, AND 2. at least one (1) formal Water User Association (WUA) prevalent in the Damodar Valley Command Area which has experience in water budgeting, water distribution, and water use efficiency measures. <p>Note:</p> <ol style="list-style-type: none"> i. The association with the FPCs and WUAs will be on a non-exclusive basis for the purpose of bidding. Format of MoU is provided in Appendix to Technical Part. ii. The WUA and FPC shall be registered with the relevant Government authority and the registration shall be valid as on the bid submission deadline. Relevant supporting document shall be submitted by the Bidder. iii. The required experience of the WUA/FPC may be demonstrated through completed contracts or work order or equivalent document with select departments such as agriculture, irrigation, rural development, Water Resources Investigation & Development Department of Government of 					

	<p>West Bengal OR valid resolution from local bodies (at Block level/ Gram Panchayat level ratified at Block level) certifying work undertaken by the WUA/FPC. The activities undertaken shall be clearly mentioned in the contract/ certificate/ work order/ equivalent document to claim the required experience.</p> <p>iv. The MoUs shall be valid only for the purpose of bidding. In the event of a successful Bid, the Bidder must enter into a separate formal Subcontractor agreement with the respective WUA and FPC with which the MoU was executed in bidding stage.</p> <p>v. It is clarified that the role of FPC & WUA would be restricted to sensitizing individual farmers /farmer groups in the matters of capacity building and on-farm activities including crop diversification, water use efficiency measures etc. By virtue of being progressive farmers already having knowledge on best practices, they would assist the ISP to promote various on-farm activities including water use efficiency measures by demonstrating and providing handholding support to the farmers across the entire command area under the ISP. It is for this reason, the association with the FPCs and WUAs will be on a non-exclusive basis, i.e., one FPC & WUA may associate with more than one ISP, both during bidding and execution stages.</p> <p>Subcontracting Limitations:</p> <ol style="list-style-type: none"> 1. <u>Subcontracting for Services excluding Optional Services</u> <ul style="list-style-type: none"> • Maximum percentage of subcontracting permitted is 30% of the total Contract Price. • Maximum number of sub-contractors allowed for each contract is 3 numbers (to avoid breaking up into multiple small works) 2. <u>Subcontracting for Optional Services</u> <ol style="list-style-type: none"> 1. 100% sub-contracting is allowed for Optional Services. 2. Identified sub-contractors in bidding stage need not be exclusive for each bidder, i.e., sub-contractors are allowed to participate in multiple bids. <p>Note: “Optional Services” have been detailed in Section VII.</p>
Liquid Assets	3 months cash flow- INR 0.3916 Crore (Indian Rupee zero point three nine one six crore)

2.5 The figures for each of the members of a joint venture shall be added together to determine the Bidder's compliance, as per conditions set out in Clause 2.3 and 2.4 of this Section III. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

Subcontractors' experience and resources will be taken into account in determining the Bidder's compliance with the qualifying criteria, only to the extent as stated in the Clause 2.4 Qualification Requirements above.

2.6 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have: -

1. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirement;
2. record of poor performance such as abandoning the works or services, not properly completed or financial failures etc.;
3. consistent history of litigation or arbitration awards against the bidder or any member of the joint venture.

C. FINANCIAL PART

1. Evaluation (ITB 35.1(f))

The criteria listed in ITB 35.1 (a) to (e) shall not apply.

The criteria for evaluation of the Financial Part as defined by the Employer, are as follows:

1. The Bidder shall quote the total Operations and Maintenance Quote for all three seasons and fixed Study Period Quote (“**Bid Price**”) in the Letter of Bid- Financial Part.
2. The Bidder shall further provide details of the Bid Price in the excel BoQ format provided in the e-procurement portal, to substantiate the Bid Price quoted. Format of the Bid Price details is provided in Appendix to Financial Part **for reference purposes only and is not to be filled**. The details need to be filled in the excel BoQ format only provided in the e-procurement portal and not in any other format.
3. The Bid Price shall be exhaustive and shall be applicable for all irrigation seasons during the Operation period (Kharif 2024, Rabi 2024-25, Boro 2025, Kharif 2025) as defined in Section VII.

Section IV- Bidding Forms

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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]*

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

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

To: Additional Project Director -III, DPMU-I, WBMIFMP, West Bengal Major Irrigation and Flood Management Project (WBMIFMP)

- 1.1 **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- 1.2 **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- 1.3 **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document for the following: *[insert a brief description of the Non-Consulting Services]*;
- 1.4 **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;
- 1.5 **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- 1.6 **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;
- 1.7 **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;

1.8 **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];

1.9 *Deleted.*

1.10 **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;

1.11 **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;

1.12 **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;

1.13 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

n. If awarded the contract, the person named below shall act as Service Provider's Representative:

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]*

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

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

Letter of Bid – Financial 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]*

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

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

To: Additional Project Director -III, DPMU-I, WBMIFMP, West Bengal Major Irrigation and Flood Management Project (WBMIFMP)

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:

- **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;
- **Bid Price:** The total price of our Bid for *[insert the Package Number and Name]* is: *[insert the total price of the Bid in Rs in words and figures];*
- **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees 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 in Rs of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

- **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.

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]

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

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

Appendix to Technical Part

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]*

RFB 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/ incorporation: <i>[insert actual or intended country of registration] , (In case of companies CIN No.)</i>
4. Bidder's actual or intended year of registration/incorporation: <i>[insert Bidder's year of registration]</i>
5. Bidder's legal Address in country of registration/incorporation: <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"/> Memorandum of Association, 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: <ol style="list-style-type: none"> 1. Legal and financial autonomy 2. Operation under commercial law 3. Establishing that the Bidder is not under the supervision of the agency of the Employer
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Appendix to Technical Part

Bidder's JV Members Information Form

(Where permitted as per BDS ITB 4.1)

[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].

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

RFB 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. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration/incorporation: <i>[insert JV's Member country of registration] (In case of companies CIN No.)</i>
4. Bidder's JV Member's year of registration/incorporation: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address/ registered office in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Memorandum of Association, Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Appendix to Technical Part

Qualification Information

Notes on Form of Qualification Information

The information is to be filled in by individual bidders and by each member of Joint Venture in case of JV participating in the Bid. The following pages will be used for purposes of post-qualification as provided for in Clause 5 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration/incorporation: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2 Annual Financial Turnover in five of the last seven years preceding the year in which bids are invited for which Financial Turnover is being claimed. *(Attach certificate from Chartered Accountant):*

Financial Year	(Equivalent Rs. Lakhs)
2022 - 2023	
2021 - 2022	
2020 - 2021	
2019 - 2020	
2018 - 2019	
2017 - 2018	
2016 - 2017	

1.3 Services performed as prime Service Provider *(in the same name and style)* on the provision of Services of a similar nature and volume over the last seven years. The values should be indicated in the same currency used for Item 1.2 above. *In case contract has been completed by the Bidder as a prime contractor, joint venture member, management contractor or subcontractor, only the Bidder's share, by value, shall be provided. [Attach certificate from the authorized client personnel (at least Executive Engineer or above grade)]*

(A) Services performed as prime Service Provider *(in the same name and style)* on providing services for Demonstrated Relevant Experience over the last seven years². *[Attach certificate from the authorized client personnel (at least Executive Engineer or above grade)]*

² between 1st January 2017 and bid submission deadline .

Project Name	Name of Employer	Description of Service	Contract No.	Value of contract	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

Note: Bidder should clearly mention projects undertaken as a prime contractor, joint venture member, management contractor or subcontractor and only the Bidder's share, by value, shall be provided for such cases.

(B) Services performed as prime Service Provider (in the same name and style) on providing services for Demonstrated Experience. [Attach certificate from the authorized client personnel (at least Executive Engineer or above grade)]

Project Name	Name of Employer	Description of Service	Contract No.	Value of contract	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

1.4 (removed)

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	Qualification	Years of experience (general)	Years of experience in proposed position

Note: Bidder should attach detailed CVs in appropriate format for each Key Personnel

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

Sections of the Services ³	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services

³ Mention specifically if subcontractor shall provide Optional Services as per Section VII

- (a)
 - (b)
- Note:
1. *The capability of the subcontractors will also be assessed (on the same lines as for the main Service Provider) before according approval to him.*
 2. *Details of MoUs with FPC and WUA shall also be provided along with the bid*
 3. *Bidder should attach necessary supporting documents to showcase experience with Local Farmer Community as per Section III, Clause 2.4.*

1.7 Financial reports for five of the last seven years for which Financial Turnover is being claimed: balance sheets, profit and loss statements, auditors’ reports, etc. List below and attach copies.

.....

1.8 Copy of PAN Card, Latest Income Tax Return statement and GST certificate (attach)

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 (Court or Arbitration)	Amount involved	Remarks regarding present status
a)				
(b)				

1.11 Statement of compliance with the requirements of ITB 4.2.

1.12 Removed.

3. Joint Ventures	<p>2.1 The information listed in 1.1 - 1.11 above shall be provided for each member of the joint venture.</p> <p>2.2 The information in 1.12 above shall be provided for the joint venture.</p> <p>2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.</p>
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	<p>2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that</p> <ul style="list-style-type: none"> (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge; (d) All members of JV shall have active participation in providing services during the currency of the contract, and the division of assignments to each member shall not be varied/modified subsequently without prior approval of the Employer; and (e) The joint venture agreement shall be registered in the place specified in <i>Section III, Item 2 Qualification</i>, so as to be legally valid and binding on members. <p>2.5 Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.</p>
--	---

3. Additional Requirements

3.1 Bidders should provide any additional information required in the BDS.

4. Furnish details of participation proposed in the joint venture as below:

Details of participation in the joint venture

PARTICIPATION DETAILS	FIRM 'A' (Lead Member)	FIRM 'B'	FIRM 'C'

Financial Contribution (in % of Contract Value) (DO NOT PUT INR value here)			
Name of the Banker(s)			
Key Personnel			
Execution of Services (Give details on proposed contribution of each as per Services envisaged provided in Section VII)			
Study Period Services			
Pre-operational Services			
Operation & Maintenance Services			
Optional Services			
Inspection & Reporting Services			

Appendix to Technical Part

Form.....

(Name of the Project)

*(Declaration regarding tax/duty exemption for materials/
equipment bought for providing the services)*

(Bidder's Name and Address)

To: Additional Project
Director -III, DPMU-I,
WBMIFMP, West
Bengal
Kanainatsal, P.0 – Sripally,
Dist- Purba Bardhaman, PIN
Code:713103

Dear Sir:

Re: *[Name of Service]*.....

Certificate for Import/Procurement of Goods/ Equipment

Government Order/ Circular Number under which tax/duty Exemption is being sought:

1. We confirm that we are solely responsible for obtaining tax/duty waivers which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the employer will not compensate us.
2. We are furnishing below the information required by the Employer for issue of the necessary certificates in terms of the Government of India's relevant Notifications.
3. The goods/construction equipment for which certificates are required are as under:

Items <i>(modify the list suitably for each specific Service)*</i>	Make/ Brand Name	Capacity <i>[where applicable]</i>	Quantity	Value	State whether it will be procured locally or imported <i>[if so from which country]</i>	Remarks regarding justification for the quantity and their usage in providing the Services

4. We agree that no modification to the above list is permitted after bids are opened.
5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the Services, based on the activities and the programme and methodology as furnished by us along with the bid.
6. We confirm that the above goods and equipment will be exclusively used for the providing the above Services and the equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: _____

Place: _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

[This certificate will be issued within 60 days of signing of contract and no subsequent changes will be permitted.]

*** Modify the above to suit the requirements given in Government of India's Notification as current of date of bidding.**

Schedule Forms
Appendix to Technical Part
Form of Memorandum Of Understanding with FPC/WUA

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is entered into on this *[Insert Date]* Day of *[Insert Month]* 202*[Insert Year]*

AMONGST

1. *[Insert name of the Bidder]*, with its registered office at *[Insert registered office address]* (referred to as the **First Part** which expression will, unless repugnant to the context include its successors and permitted assigns);

AND *[use as applicable]*

2. *[Insert name of the FPC]*, a Farmer Producer Company (FPC), with its registered office at *[Insert registered office address]* (referred to as the **Second Part** which expression will, unless repugnant to the context include its successors and permitted assigns);

OR *[use as applicable]*

2. *[Insert name of WUA]*, a Water User Association (WUA), with its registered office at *[Insert registered office address]* (referred to as the **Second Part** which expression will, unless repugnant to the context include its successors and permitted assigns).]

The above mentioned parties of the FIRST and SECOND are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

WHEREAS

- (A) Irrigation and Waterways Department (IWD), Government of West Bengal (referred to as the **Employer**, which expression will, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids by its Request for Bid No. *[Insert RFB bid reference number]* dated *[Insert date]* (the **RFB**) for the selection of a Bidder for the **Engagement of Service Provider for irrigation services under WBMIFMP in Damodar Valley Command area for Civil Work Package (CWP- 6): Kana Damodar (the Project)**.
- (B) The Parties are interested in jointly participating for the Project as Members of Memorandum of Understanding (MoU) and in accordance with the terms and conditions of the RFB.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this MEMORANDUM OF UNDERSTANDING (MoU), the capitalised terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFB.

2. Memorandum of Understanding (MoU) Terms

2.1 The Parties do hereby irrevocably constitute Members of Memorandum of Understanding for the purposes of jointly participating in the Bid Process for the Project.

2.2 The association of Second Part under the Memorandum of Understanding (MoU) is non-exclusive, and they hereby are allowed to participate in the Bid Process not only through this Memorandum of Understanding (MoU), but through any other Memorandum of Understanding (MoU) constituted for the Project, either directly or indirectly or through any of their Associates.

3. Covenants

3.1 The Parties hereby undertake that in the event the Party of the First Part (Bidder) is declared the Selected Bidder and awarded the Project, the Party of the Second Part shall enter into Sub-Contractor Agreement with the First Part for undertaking the Project.

3.2 The Members of Memorandum of Understanding (MoU) undertake that party of the First Part (Bidder) shall only be responsible and liable for all matters arising out of or in relation to this RFB.

4. Role of the Parties

4.1 The Parties hereby agree that Party of the First Part will bind all Parties for and is responsible for conducting all business for and on behalf of the members of the Memorandum of Understanding during the Bid Process. In the event the Party of the First Part (Bidder) is declared the Selected Bidder and awarded the Project, Party of the First Part will enter into Sub-contractor Agreement with the Party of Second Part. During the execution of the Project, the Party of First part will be responsible for monitoring the scope of work to be implemented by the Party of Second Part as per the Memorandum of Understanding (MoU) and the Sub-Contractor Agreement.

4.2 Party of the Second Part will be responsible for supporting the Party of the First Part in implementation of tasks listed as per Schedule 1 of MoU.

5. Representations of the Parties

Each Party represents to the other Parties as of the date of this Memorandum of Understanding (MoU) and the Parties of the Second Part will provide following documents to the Party of the First Part (Bidder):

- Copy of legal registration documents valid through the Bidding Period
- Power of Attorney to sign the Memorandum of Understanding
- Declaration on no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this memorandum of Understanding (MoU);

6. Termination

This Memorandum of Understanding (MoU) will be effective from the date hereof and will continue in full force until the execution of Sub-Contractor Agreement, in case the Project is awarded to the Party of the First part (bidder). However, in case the Party of the First Part is not awarded as the successful bidder, the Memorandum of Understanding (MoU) will stand terminated upon return of the Bid Securing Declaration as per the RFB.

8. Miscellaneous

- 8.1 This Memorandum of Understanding (MoU) will be governed by the laws of India.
- 8.2 The Parties acknowledge and accept that this Memorandum of Understanding (MoU) will not be amended by the Parties without the prior written consent of the Irrigation and Waterways Department, Government of West Bengal /Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS MEMORANDUM OF UNDERSTANDING (MOU) AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE FIRST PART by:	SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE SECOND PART by:
Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)

In the presence of:

✓

Schedule 1

[The scope of work presented in the Schedule is indicative and the Party of the First Part can add /modify as per their requirement].

Scope of work of the Party of the Second Part – Farmer Producer Company (FPC)

- ✓ To provide technical support to the Party of the First part in performing following activities during the Study Period:
 - Provide support in sensitizing the farmers in the Project Area about the Project and its benefits
 - Provide necessary inputs and facilitate farmer survey to be conducted as part of the Study Period
 - Provide support in identification and sensitization of implementation partners at the ground level including farmer groups /committees, SHGs etc. that are active in the Project Area
 - Provide support in creating awareness among the farmers in the Project Area and ensure installation of farmer mobile application developed by the Employer /IWD
 - Provide necessary support in preparation of Comprehensive Assessment Report (CAR)

- ✓ To provide technical support to the Party of the First part in performing following activities during the Operation Period
 - Provide necessary support for preparation of Seasonal Operation Plan (SOP) for every season
 - Provide support in delivering water to the outlets, as per the agreed Irrigation Schedule
 - Provide support in performing optional services during the Operation Period including providing support in mobilization of farmers for conducting necessary training and capacity building on farm level water use efficiency and irrigation practices
 - Provide support in identification of progressive farmers in the Project Area and facilitate them to conduct demonstrations on farm level water use efficiency
 - Encourage and handhold famers to download, install and regularly use mobile application developed by the Department

Scope of work of the Party of the Second Part – Water User Association (WUA)

- To provide technical support to the Party of the First part in performing following activities during the Study Period:
 1. Provide support in computation of command area that can possibly be irrigated during Kharif, Rabi and Boro seasons against total target area
 2. Provide insights on water requirement of crops cultivated in command area and season wise irrigation practices adopted for the key crops cultivated in the Project Area
 3. Provide necessary support in preparation of Comprehensive Assessment Report (CAR)

- To provide technical support to the Party of the First part in performing following activities during the Operation Period:

-
- Provide necessary support for preparation of Draft Irrigation Schedule and Seasonal Operation Plan for every season
 - Provide support in delivering water to the outlets, as per the agreed Irrigation Schedule
 - Provide support in distribution beyond the outlets - reducing the distribution losses from the canal outlet to the field
 - Provide support in identifying better methods of water conveyance from the outlets to the plots such as field channels, piping system and sub-surface pipes, etc. across the Project Area
 - Provide support in encouraging and enabling Participatory Irrigation in the Project Area through coordinating and supporting the existing informal Beneficiary Farmer Groups (BFG) or informal Farmer Committees present at outlet.
 - Provide support to identify suitable areas and encourage farmers to store water by 'ponding' during the kharif season so that the water stored can be used in Rabi season
 - Encourage and handhold famers to download, install and regularly use mobile application developed by the Department

Appendix to Technical Part

Form of Bid Security
(Bank Guarantee)
[Guarantor letterhead or SWIFT identifier code]

Bank Guarantee No..... *[insert guarantee reference number]*
 Date..... *[insert date of issue of the guarantee]*

WHEREAS, _____ *[name of Bidder]*⁴ (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for execution of _____ *[name of Contract]* (hereinafter called "the Bid") under Request for Bids No..... *[insert number]* (hereinafter called "the RFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of India *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ Additional Project Director -III, DPMU-I, WBMIFMP (hereinafter called "the Employer") in the sum of _____⁵ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid, ("the Bid Validity Period"); or (b) does not accept the correction of the Bid Price pursuant to ITB 36;

or

- (2) If the Applicant having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
- (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

⁴ *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of, and".*

⁵ *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 20.1 of the Instructions to Bidders.*

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

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

This Guarantee will remain in force up to and including the date _____⁶ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

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

⁶ 45 days after the end of the validity period of the Bid.

Appendix to Financial Part

Format of Bid Price Sheet

(in accordance to ITB 35.1 and Section III, Evaluation and Qualification Criteria- Part C)

The Bidder should provide detailed Bid Price details quoted in Letter of Bid- Financial Part. Format of the Bid Price as provided below is for reference purposes only and is not to be filled by the Bidder. The details need to be filled in the excel BoQ format only provided in the e-procurement portal and not in any other format.

The Study Period Quote is fixed and accordingly, the relevant BOQ excel sheet is locked for rate. Hence, this has not been indicted in the Table below. It is also to be mentioned that this fixed quote, although a part of total contract price, will not be considered during financial evaluation.

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	Pre – Operational Services	Total –										
A.	Structural repair works in cross regulators, outlets, weirs, etc	Sub-Total –										
1.0	Earth work in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sandstone)	cum					30.00		0.00		3.23	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	including removing, spreading or stacking the spoils within a lead of 75 m.as directed. The item includes necessary trimming thesides of trenches, levelling, dressing and ramming thebottom, bailing out water as required complete..I. In all sorts of soil excluding marshy soil & rocks (soft or hard) by manual means. (a) Depth of excavation not exceeding 1,500 mm.											
2.0	Earth work in filling in foundation trenches or plinth with good earth, in layers not exceeding 150 mm. including watering and ramming etc. layer by layer complete.	cum					9.20		0.00		0.98	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	(Payment to be made on the basis of measurement of finished quantity of work) (a) With earth obtained from excavation of foundation.											
3.0	Filling in foundation or plinth by Fine sand in layers not exceeding 150 mm as directed and consolidating the same by thorough saturation with water, ramming complete including the cost of supply of sand. (payment to be made on measurement of finished quantity)	cum					2.80		0.00		0.30	
4.0	Sand filling in foundation trenches and at the back of abutments, wing-walls etc. with good local sand free from earth in layers not exceeding 15 cm.	cum					2.80		0.00		0.30	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	including inundating each layer by profuse water and poking and ramming layer by layer complete including supply of sand. Quality of sand is to be approved by the Engineer-in-charge. Note:- Compaction factor of dry clean sand is 0.835.											
5.0	Ordinary Cement concrete (mix 1:2:4) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement, if any, in ground floor as per relevant IS codes. a) Pakur Variety	cum					1.40		0.00		0.15	
6.0	Providing and laying Design Mix concrete for plain /reinforced concrete work in any part of bridge / structure	cum					4.60		0.00		0.49	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	[Note: -From durability consideration, the value of minimum cement content and maximum water cement ratio to be considered in the mix design shall be as per Table 5 of IS: 456]											
7.0	Hire and labour charges for Shuttering with or without staging upto 4.0 m height using approved stout props with wooden planks/ply wood/steel sheet plate with required bracing for any kind of plain or reinforced concrete works in all sorts of minor structure including culvert, box culvert, crossdrain etc. The rate is inclusive of fitting, fixing and striking out after completion of work as per specification	Sqm					26.60		0.00		2.85	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	and direction. Where staging is not required.											
8.0	Supplying and laying Polythene Sheet (150gm / sq.m.) over damp proof course or below flooring or roof terracing or in foundation or in foundation trenches.	Sqm					26.60		0.00		2.85	
9.0	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary (Ground floor). [Excluding cost of chipping over concrete surface] With 1:4 cement mortar (a) 15 mm thick plaster	Sqm					27.30		0.00		2.93	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
10.0	Neat cement punning about 1.5mm thick in wall, dado, window sill, floor etc. Note: Cement 0.152 Cum per 100 Sqm.	Sqm					27.30		0.00		2.93	
11.0	Brick work with 1st class bricks in cement mortar (1:4). (a) In foundation and plinth	Cum					1.40		0.00		0.15	
12.0	Brick work with 1st class bricks in cement mortar (1:4). In superstructure, ground floor	cum					1.40		0.00		0.15	
13.0	Supplying RC Spun pipe(NP2) and matching collar as per specification including carriage upto a distance of 50Km from factory, loading, unloading and stacking properly and destination, (Deapartmental stackyard / site of work) inclusive of	Nos					12.00		0.00		2.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	all taxes. Board dia of pipe (a) 15cm dia 2.00m long											
13.01	(b) 22.5cm dia 2.00m long	Nos					12.00		0.00		2.00	
14.0	Collar: (a) 15cm dia	Nos					12.00		0.00		2.00	
14.01	(b) 22.5cm dia	Nos					12.00		0.00		2.00	
15.0	Labour charge for laying, fitting and fixing in position RC Spun Pipe (NP2) with collar in canal banks, roads, including caucking the joints of collars as when and necessary with cement mortar (prop. 1:2) jute and bitumen etc. As approved including preparing sub-grade, curing including cost of carriage of sand, cement etc. complete (excluding cost and carriage of pipes and collars from Departmental Stack	mtr					12.00		0.00		2.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	Yard).											
15.01	a) 150 mm dia b) 225 mm dia	mtr					12.00		0.00		2.00	
Season wise Total												
B.	Jungle Cutting /Removal of Vegetation	Sub-total –										
16.0	Cutting, uprooting and clearing jungles including shrubs waterweeds, bushes, trees, plants, up to 30cm. Girth including removing as directed by Engineer-in-charge.	Sqm					98748.00		0.00		21160.65	
17.0	Cutting and clearing jungles including shrubs, water weeds, bushes, trees, plants, up to 30cm. Girth including removing as directed by Engineer-in-charge.	Sqm					230416.00		0.00		49374.75	
18.0	Clearing and removal of water hyacinth including weeds, thick and thorny floating jungles and	Sqm					98748.00		0.00		21160.50	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	removing them outside Government land including all leads and lifts to stacking nearby available space complete as directed by Engineer-in-charge.											
Season wise Total												
C.	Clearing Debris and Vents	Sub-total –										
19.0	Clearing and removal of debris (including floating debris) including sludge & slush mixed with all sorts of industrial waste, solid/semi-solid compact mass formed due to water hyacinth in combination with industrial wastes, carcasses, municipal garbage sludge, poly packs, thick and thorny jungles and on grass etc. and depositing, spreading the same on the canal bank	Sqm					226.80		152.00		83.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	and later burnt to ashes when dry including all leads and lifts complete.											
Season wise Total												
D.	Oiling, cleaning of canal structures	Sub-total –										
20.0	Oiling, cleaning & greasing the regulator gate & gate parts including guide channel, top runner, pedestal block, gear rods, wheel, fish plate etc. with sufficient lubricant as and when necessary as directed by the Engineer-in-charge including cost of all materials to site complete.	Per set					100.00		0.00		26.00	
Season wise Total												
E.	Closure of canal breaches	Sub-total –										
21.00	Earthwork in excavation in the canals / drainage channels / borrow pits / River bed / slope of bank as	Cum					91.00		0.00		19.50	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	noted below as per designed section & throwing the spoils in layers of 25 cm. for making banks as per profile or to deposit the same in any other place within an initial lead of 30 metre and initial lift of 1.5 metre including breaking clods, rough dressing etc. complete as per direction of the Engineer-in-charge. (a) Ordinary soil / local soil / soil mixed with moorum or kankar / silt, dry or moist / slushy silt / sticky soil.											
22.00	Extra rate over Item No.1.0 for all kinds of soil for every additional lead of 30metres or part there of beyond the initial lead of 30metres. (a) One extra lead:-	Cum					45.50		0.00		9.75	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
22.01	(b) Two extra lead:-	Cum					21.00		0.00		4.50	
22.02	(c) Three extra lead:-	Cum					21.00		0.00		4.50	
22.03	(d) Four extra lead:-	Cum					21.00		0.00		4.50	
23.00	Earthwork in excavation in all kinds of soil for making embankments, repairs to the embankment, closing breaches etc. as per profile including supply and transporting the earth by truck or tractor or any other mechanical means on land, including loading, transporting, unloading and stacking with all lifts both ways and head load where necessary and depositing the same on embankments, clannels, filling depressions in requisite profile,	Cum					56.00		0.00		12.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	levelling as per direction of the Engineer-in-charge within a lead of, NB :- Measurement to be taken on the basis of stack measurement / pre-post work section measurement after deduction of void as per norms. No extra payment will be made for stacking. (Land arranged by the contractor) A) Beyond 500 metre and up to 1.00 km											
23.01	B) Beyond 1.00 km and up to 2.00 km	Cum					28.00		0.00		6.00	
23.02	C) Beyond 2.00 km and up to 3.00 km	Cum					14.00		0.00		3.00	
23.03	D) Beyond 3.00 km and up to 4.00 km	Cum					14.00		0.00		3.00	
24.0	Supplying, dressing and stacking at site bamboo pins above 5 cm. diameter and up to 7.5 cm. diameter. (Dia. to be measured at mid length).	Mtr					868.00		0.00		186.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
25.0	Driving bamboo pins in standing or flowing water including scaffolding and driving appliances. (a) Where boats are not necessary	Mtr					578.20		0.00		123.90	
26.0	Supplying, fitting and fixing with iron nails half split bamboo wailing pieces (av. dia. of bamboo not less than 5.0 cm.)	Mtr					288.40		0.00		61.80	
27.0	Supplying to site empty cement polythene bags (capacity 50kg) in good condition including stacking, incidental charges etc. all complete (capacity 50 kg).	Each					1106.00		0.00		237.00	
28.0	Labour charges for filling empty cement gunny bag / polythene bag (capacity 50 kg) with all kinds of earth (wet or dry), sand or aggregates(stone / brick) and sewing	Each					1106.00		0.00		237.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	as done in case of cement bags, (tying with a knot after filling will not be accepted), and stacking within a lead of 30 metre as per direction of Engr-in-charge (cost is excluding the cost of any types of filling materials). NB:- Volume of earth/ sand filled bags should not be less than 0.028 cum/ bag.											
28.01	Extra rate for item no 50 above for each additional lead of 60 metre or part thereof beyond the initial lead of 30 metre.	Each					553.00		0.00		118.50	
29.0	Supply of Fine Sand at site.	Cum					17.50		0.00		3.75	
30.0	Dumping in position earth / sand filled gunny / poly bags (capacity 50 kg) within a lead of 30 metre inclusive of all lifts.	Each					1106.00		0.00		237.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
31.0	Removing earth/sand filled poly bags/gunny bags from the channel bed/slope and initially depositing the same near channel bank at a place as directed by the Engineer-in Charge for measurement of Bag. & then disposing off the same at a distance not less than 150 metre from the channel site.	Each					315.00		0.00		67.50	
Season wise Total												
F.	Desilting of canal beds, and other earthwork for better delivery to fields	Sub-total -										
32.00	Earthwork in excavation in the canals / drainage channels / borrow pits / River bed / slope of bank as noted below as per designed section & throwing the spoils	Cum					7668.00		0.00		1643.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	in layers of 25 cm. for making banks as per profile or to deposit the same in any other place within an initial lead of 30 metre and initial lift of 1.5 metre including breaking clods, rough dressing etc. complete as per direction of the Engineer-in-charge. (a) Ordinary soil / local soil / soil mixed with moorum or kankar / silt, dry or moist / slushy silt / sticky soil.											
Season wise Total												
	Routine maintenance during irrigation & Emergencies maintenance during irrigation	Total:										
A.	Earthworks such as maintaining slope	Sub-total –										
33.00	Earthwork in excavation in the	cum					760.00		0.00		82.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	canals / drainage channels / borrow pits / River bed / slope of bank as noted below as per designed section & throwing the spoils in layers of 25 cm. for making banks as per profile or to deposit the same in any other place within an initial lead of 30 metre and initial lift of 1.5 metre including breaking clods, rough dressing etc. complete as per direction of the Engineer-in-charge. (a) Ordinary soil / local soil / soil mixed with moorum or kankar / silt, dry or moist / slushy silt / sticky soil.											
34.00	Extra rate over Item No.1.00 for all kinds of soil for every additional lead of 30metres or part there of beyond	cum					228.00		0.00		25.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	the initial lead of 30metres. (a) One extra lead:-											
34.01	(b) Two extra lead:-	cum					114.00		0.00		13.00	
34.02	(c) Three extra lead:-	cum					58.00		0.00		7.00	
34.03	(d) Four extra lead:-	cum					28.00		0.00		3.00	
35.00	Earthwork in excavation in all kinds of soil for making embankments, repairs to the embankment, closing breaches etc. as per profile including supply and transporting the earth by truck or tractor or any other mechanical means on land , including loading, transporting, unloading and stacking with all lifts both ways and head load where necessary and depositing the same on embankments, channels, filling	cum					380.00		0.00		41.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	depressions in requisite profile, levelling as per direction of the Engineer-in-charge within a lead of, NB :- Measurement to be taken on the basis of stack measurement / pre-post work section measurement after deduction of void as per norms. No extra payment will be made for stacking. (Land arranged by the contractor) A) Beyond 500 metre and up to 1.00 km											
35.01	B) Beyond 1.00 km and up to 2.00 km	cum					190.00		0.00		20.00	
35.02	C) Beyond 2.00 km and up to 3.00 km	cum					96.00		0.00		10.00	
35.03	D) Beyond 3.00 km and up to 4.00 km	cum					48.00		0.00		1.00	
Season wise Total												
B.	Providing gunny bags, barriers	Sub-total -										
36.00	Supplying to site empty cement	Each					560.00		0.00		60.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	polythene bags (capacity 50kg) in good condition including stacking, incidental charges etc. all complete (capacity 50 kg).											
37.00	Labour charges for filling empty cement gunny bag / polythene bag (capacity 50 kg) with all kinds of earth (wet or dry), sand or aggregates(stone / brick) and sewing as done in case of cement bags , (tying with a knot after filling will not be accepted) , and stacking within a lead of 30 metre as per direction of Engr-in-charge (cost is excluding the cost of any types of filling materials). NB:- Volume of earth/ sand filled bags should not be less than 0.028 cum/ bag.	Each					560.00		0.00		60.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
38.00	Extra rate for item no 2 above for each additional lead of 60 metre or part thereof beyond the initial lead of 30 metre.	Each					70.00		0.00		7.50	
39.00	Supply of Fine Sand at site.	Cum					10.50		0.00		1.50	
40.00	Dumping in position earth / sand filled gunny / poly bags (capacity 50 kg) within a lead of 30 metre inclusive of all lifts.	Each					560.00		0.00		60.00	
Season wise Total												
C.	Removing siltation	Sub-total –										
41.00	Earthwork in excavation in the canals / drainage channels / borrow pits / River bed / slope of bank as noted below as per designed section & throwing the spoils in layers of 25 cm. for making banks as per profile or to deposit the same in any other place	Cum					162.00		0.00		18.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	within an initial lead of 30 metre and initial lift of 1.5 metre including breaking clods, rough dressing etc. complete as per direction of the Engineer-in-charge. (a) Ordinary soil / local soil / soil mixed with moorum or kankar / silt, dry or moist / slushy silt / sticky soil.											
Season wise Total												
D.	Periodic vegetative growth clearance	Sub-total -										
42.00	Cutting, uprooting and clearing jungles including shrubs waterweeds, bushes, trees, plants, up to 30cm. Girth including removing as directed by Engineer-in-charge.	Sqm					13307.00		3553.00		2665.00	
43.00	Cutting and clearing jungles	Sqm					39917.50		5702.50		7994.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	including shrubs, water weeds, bushes, trees, plants, up to 30cm. Girth including removing as directed by Engineer-in-charge.											
Season wise total												
E.	Repairing of ghoges, gauges, leakages	Sub-total -										
44.00	Earthwork inclosing ghoges in embankments including cutting, filling, puddling with water and ramming including all leads and lifts, if necessary.	Cum					1932.00		0.00		207.00	
45.00	Supplying, dressing and stacking at site bamboo pins above 5 cm. diameter and up to 7.5 cm. diameter. (Dia. to be measured at mid length).	mtr					973.00		0.00		105.00	
46.00	Driving bamboo pins in standing or flowing water including	mtr					650.00		0.00		70.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	scaffolding and driving appliances. (a) Where boats are not necessary											
47.00	Supplying, fitting and fixing with iron nails half split bamboo wailing pieces (av. dia. of bamboo not less than 5.0 cm.)	mtr					324.00		0.00		35.00	
48.00	Supplying to site empty cement polythene bags (capacity 50kg) in good condition including stacking, incidental charges etc. all complete (capacity 50 kg).	Each					1232.00		0.00		132.00	
49.00	Labour charges for filling empty cement gunny bag / polythene bag (capacity 50 kg) with all kinds of earth (wet or dry), sand or aggregates(stone / brick) and sewing as done in case of cement bags, (tying with a knot after filling will not be	Each					1232.00		0.00		132.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	accepted) , and stacking within a lead of 30 metre as per direction of Engr-in-charge (cost is excluding the cost of any types of filling materials). NB:- Volume of earth/ sand filled bags should not be less than 0.028 cum/ bag.											
50.00	Dumping in position earth / sand filled gunny / poly bags (capacity 50 kg) within a lead of 30 metre inclusive of all lifts.	Each					1232.00		0.00		132.00	
Season wise Total												
F.	Minor repairs to structures	Sub-total -										
51.00	Earth work in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sandstone) including	cum					11.20		0.00		1.20	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	removing, spreading or stacking the spoils within a lead of 75 m.as directed. The item includes necessary trimming the sides of trenches, levelling, dressing and ramming the bottom, bailing out water as required complete..I. In all sorts of soil excluding marshy soil & rocks (soft or hard) by manual means. (a) Depth of excavation not exceeding 1,500 mm.											
52.00	Earth work in filling in foundation trenches or plinth with good earth, in layers not exceeding 150 mm. including watering and ramming etc. layer by layer complete. (Payment to be made on the	cum					3.00		0.00		1.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	basis of measurement of finished quantity of work) (a) With earth obtained from excavation of foundation.											
53.00	Filling in foundation or plinth by Fine sand in layers not exceeding 150 mm as directed and consolidating the same by thorough saturation with water, ramming complete including the cost of supply of sand. (payment to be made on measurement of finished quantity)	cum					2.00		0.00		1.00	
54.00	Sand filling in foundation trenches and at the back of abutments, wing-walls etc. with good local sand free from earth in layers not exceeding 15 cm. including inundating each	cum					2.00		0.00		1.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	layer by profuse water and poking and ramming layer by layer complete including supply of sand. Quality of sand is to be approved by the Engineer-in-charge. Note:- Compaction factor of dry clean sand is 0.835.											
55.00	Ordinary Cement concrete (mix 1:2:4) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement, if any, in ground floor as per relevant IS codes. a) Pakur Variety	cum					1.00		0.00		0.10	
56.00	Ordinary Cement concrete (mix 1:1.5:3) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement, if any, in ground floor as per relevant IS	cum					0.60		0.00		0.10	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	codes. a) Pakur Variety											
57.00	Hire and labour charges for Shuttering with or without staging up to 4.0 m height using approved stout props with wooden planks/ply wood/steel sheet plate with required bracing for any kind of plain or reinforced concrete works in all sorts of minor structure including culvert, box culvert, crossdrain etc. The rate is inclusive of fitting, fixing and striking out after completion of work as per specification and direction. Where staging is not required.	Sqm					10.00		0.00		1.00	
58.00	Supplying and laying Polythene Sheet (150gm / sq.m.) over damp proof course or below flooring or	Sqm					10.00		0.00		1.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	roof terracing or in foundation or in foundation trenches.											
59.00	Supplying RC Spun pipe(NP2) and matching collar as per specification including carriage up to a distance of 50Km from factory, loading, unloading and stacking properly and destination, (Deapartmental stackyard / site of work) inclusive of all taxes. Board dia of pipe (a) 15cm dia 2.00m long	Nos					4.00		0.00		1.00	
59.01	(b) 22.5cm dia 2.00m long	Nos					4.00		0.00		1.00	
60.00	Collar: (a) 15cm dia	Nos					4.00		0.00		1.00	
60.01	(b) 22.5cm dia	Nos					4.00		0.00		1.00	
61.00	Labour charge for laying, fitting and fixing in position RC Spun Pipe (NP2) with collar in canal banks, roads, including caucking	mtr					4.00		0.00		1.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	the joints of collars as when and necessary with cement mortar (prop. 1:2) jute and bitumen etc. As apporved including preparing sub-grade, curing including cost of carriage of sand, cement etc. complete (excluding cost and carriage of pipes and collars from Departmental Stack Yard). a) 150 mm dia											
61.01	b) 225 mm dia	mtr					4.00		0.00		1.00	
Season wise Total												
	Post-season maintenance activities	Total -										
	Permanent rectification of fault lines in canal embankment	Sub-total -										
62.00	Earthwork in excavation in the canals / drainage channels / borrow	cum					1400.00		0.00		150.00	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	pits / River bed / slope of bank as noted below as per designed section & throwing the spoils in layers of 25 cm. for making banks as per profile or to deposit the same in any other place within an initial lead of 30 metre and initial lift of 1.5 metre including breaking clods, rough dressing etc. complete as per direction of the Engineer-in-charge. (a) Ordinary soil / local soil / soil mixed with moorum or kankar / silt, dry or moist / slushy silt / sticky soil.											
62.01	Extra rate over Item No.1.00 for all kinds of soil for every additional lead of 30metres or part there of beyond the initial lead of	cum					210.00		0.00		22.50	

Breakdown of the Quotation (in Rs.)												
S.no	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif (for Two seasons)	Amount - Kharif (in Rs.)	Quantity - Rabi (for one season)	Amount - Rabi (in Rs.)	Quantity - Boro (for one season)	Amount - Boro (in Rs.)
	30metres. (a) One extra lead:-											
62.02	(b) Two extra lead:-	cum					105.00		0.00		11.25	
62.03	(c) Three extra lead:-	cum					52.50		0.00		5.63	
62.04	(d) Four extra lead:-	cum					52.50		0.00		5.63	
Season wise Total												
	Permanent rectification of ghoghes	Sub-total -										
63.00	Earthwork inclosing ghoghes in embankments including cutting, filling, puddling with water and ramming including all leads and lifts, if necessary.	Cum					1050.00		0.00		112.50	
Season wise total												
Manpower Quotation – Total:												
Breakdown of the Quotation (in Rs.)												
S.no.	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif	Amount - Kharif (in Rs.)	Quantity - Rabi	Amount - Rabi (in Rs.)	Quantity - Boro	Amount - Boro (in Rs.)
64.00	Provision of manpower for gate operation, operating	Each					4290.00		780.00		2145.00	

Manpower Quotation – Total:												
Breakdown of the Quotation (in Rs.)												
S.no.	List of activities	Unit	Rate Quote (in Rs.)	G.S.T. @18% (in Rs.)	Cess @1% (in Rs.)	Rate including GST & Cess (in Rs.)	Quantity - Kharif	Amount - Kharif (in Rs.)	Quantity - Rabi	Amount - Rabi (in Rs.)	Quantity - Boro	Amount - Boro (in Rs.)
	outlets, flap gates for USK Labour											
65.00	Provision of manpower Inspection and survey of canal stretches and project area Semi Skilled Labour	Each					660.00		120.00		330.00	
66.00	Cost of Key Personnel	Each					110.00		20.00		55.00	
67.00	Logistic support etc.	per day					110.00		20.00		55.00	

Section V - Eligible Countries

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

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

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 (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

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 (applicants/proposers), 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 procurement process, selection and/or contract execution, 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.

Part II – Employer’s Requirement

Section VII - Activity Schedule

i. Terms of Reference

The detailed Terms of reference have been provided in detail in Part III- Section IX Special Conditions of Contract Appendices. A summary of the contents is provided below. Bidders are requested to refer to the corresponding Appendix for further details.

No.	Section	Details provided in the section
Appendix A	Description of Services	Project Background, Project timelines, Detailed scope of services, timelines for various activities and project area overview
Appendix B	Schedule of Payments	Checklist for payments, Payment schedules and milestones
Appendix F	Services and Facilities provided by the Employer	Obligations of the Employer during various phases
Appendix G	Performance Incentive Compensation	Performance Incentive methodology
Appendix J	Project Indicators and their monitoring	Details of 5 Project Indicators including methodology for its calculation, reporting and validation
Appendix K	Project Reporting Format of Deliverables	Format of Deliverables for various milestones
Appendix L	Project Technical Details	Technical details of the Project Area

ii. Study Period Cost

The summary of Fixed Study Period Quote as estimated by the Employer is summarized below.

No.	Name	Fixed Study Period Quote (INR Lakhs)
CWP-6	Kana Damodar	17.19

Part III – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

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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 India.
- (l) “Local Currency” means Indian Rupees.
- (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 SCC** 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. Where the context so requires, the general term ‘Contractor’ also includes/means ‘Service Provider’.
 - (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 Union of India.

Salient features of major labour and other laws that are normally applicable in India are given as Appendix H. to these General Conditions of Contract.

1.2.1 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in the India, when

- (a) as a matter of law or official regulations, India prohibits commercial relations with that country; 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, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

- 1.3 Language** This Contract has been executed in English, 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 India or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** 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 Attachment 1 to the General Conditions, the Service Provider 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 procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Service Provider'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 revised Program (revising the Program given along with the Bid) 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. In particular contract cases where clearance of the Bank or the Association is required for such modifications, the modification 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 Unless otherwise **specified in the SCC**, 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 fulfill 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, or goes into liquidation other than for a reconstruction or amalgamation;
- (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 Attachment 1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be 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 less advances or other recoveries or any taxes to be deducted at source [TDS] as per applicable law, 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 India 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 (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

- the Service Provider** 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.
- Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the Service Provider from his obligation to complete the work as per agreed Program and order and

timing of all Activities, or from any of the Service Provider's other obligations and liabilities under the contract.

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 by a bank acceptable to the Employer, and denominated in Indian Rupees. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

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 Attachment 1 to the GCC.

The Employer requires the Service Provider 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 Deleted.

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 where legally warranted, 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** The price is payable in Indian Rupees and 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:
- $$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$$
- 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”.

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 Daywork 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 Dayworks 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 Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2.

7. Quality Control

7.1 Identifying Defects

7.1.1 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 specifying a time by which these should be corrected. 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**.

7.1.2 The Service Provider shall permit the Employer's Technical auditor to check the Service provider's work and notify the Employer and Service provider of any defects that are found. Such a check shall not affect the Service Provider's or the Employer's responsibility as defined in the Contract Agreement.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects (specifying a time limit by which it should be corrected) 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 at the per day 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**.

The Arbitrator shall give a decision in writing within 120 days of start of the proceedings except otherwise agreed to by the Parties. The Arbitrators shall entertain only those issues which have been earlier referred to the Adjudicator and either party is dissatisfied with the decision given by the Adjudicator.

- 8.2.5 (a) The Adjudicator shall be appointed jointly by the Employer and the Service Provider, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 14 days of receipt of such request.

(b) The Adjudicator should be in position before "notice to proceed with work" is issued to the Service Provider and an agreement should be signed with the Adjudicator jointly by the Employer and the Service Provider in the form attached – Appendix I.

(c) 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.

ATTACHMENT 1

Fraud and Corruption

(Text in this Attachment 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 (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

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 (applicants/proposers), 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 procurement process, selection and/or contract execution, 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 IX - Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is <i>(insert name of agreed Adjudicator before signing contract).</i>
1.1(e)	The Contract name is Engagement of Service Providers for irrigation services under WBMIFMP in Damodar Valley Command area for <i>(insert name of Civil Work Package before signing contract).</i>
1.1(h)	The Employer is Additional Project Director -III, DPMU-I, WBMIFMP, Address: Kanainatsal, P.0 – Sripally, Dist- Purba Bardhaman, PIN Code:713103, West Bengal Country: India Authorised Representative: Additional Project Director -III, DPMU-I, WBMIFMP
1.1(m)	The Member in Charge is <i>(insert name before signing contract).</i>
1.1(p)	The Service Provider is <i>(insert name before signing contract)</i>
1.4	<p>The addresses are:</p> <p>Employer: Additional Project Director -III, DPMU-I, WBMIFMP Attention: Additional Project Director -III, DPMU-I, WBMIFMP, West Bengal Official Address: Kanainatsal, P.O – Sripally, Dist- Purba Bardhaman, PIN Code:713103 West Bengal Email: apd3.dpmu1@gmail.com</p> <p>Service Provider: _____ Attention: _____ Telex: _____ Facsimile: _____ Email: _____</p> <p><i>(insert details before signing contract)</i></p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Additional Project Director -III, DPMU-I, WBMIFMP,</p> <p>For the Service Provider: _____</p> <p><i>(insert details before signing contract)</i></p>
2.1	<p>The date on which this Contract shall come into effect is _____ <i>(insert date of contract execution before signing contract)</i> (“Effective Date”)</p>
2.2.1	<p>GCC 2.2.1 is modified as:</p> <p>The Services shall be carried out in accordance with the Program as provided in Appendix A</p>
2.2.2	<p>GCC 2.2.2 is modified as:</p> <p>The Service Provider shall start carrying out the Services (“Starting Date”) from the day on which the Conditions Precedent of the Service Provider as well as Conditions Precedent of the Employer have been satisfied in accordance with sub-clauses 2.2.3, 2.2.4, 2.2.5 and 2.2.6 mentioned below. The Starting Date shall also be the Study Period Starting Date. The Study Period Services (as detailed in Appendix A) shall commence only after this date. The expected Study period Starting Date is 15th of March 2024. Thereafter the Operation Period Starting Date shall be in accordance to details in Appendix A.</p> <p>The following sub-clauses are inserted after GCC 2.2.2:</p> <p>2.2.3 Conditions Precedent of the Service Provider The Service Provider shall satisfy the following Conditions Precedent (if not already fulfilled on the Effective Date):</p> <p>(a) submit the Performance Security to the Employer in accordance with Clause 3.9,</p> <p>(b) deliver to the Employer {on behalf of the JV Members and Subcontractors, their respective} confirmation, in original, of the correctness of their representations and warranties set forth in the Contract,</p> <p>(c) deliver to the Employer executed copies of this Contract Agreement,</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(d) Mobilize designated Personnel and Equipment required for undertaking the Services, in accordance to Appendix A and Appendix C to this Contract.</p> <p>2.2.4 Conditions Precedent of the Employer</p> <p>The Employer shall satisfy the following Conditions Precedent (if not already fulfilled on the Effective Date):</p> <p>(a) Grant access to the Project Area (including canal network and other infrastructure as detailed in Appendix A to this Contract) and all necessary Rights of Way to the Service Provider, with completed rehabilitation works in the Project Area and in accordance with the provisions of the contract.</p> <p>(b) Procure all applicable permits and clearances relating to operations and maintenance of the canal network</p> <p>(c) Launch remote sensing systems in the Project Area</p> <p>(e) Ensure that mobile application platform is functional and made available for the farmers of the Project Area, for gathering inputs from both Service Provider as well as farmers in accordance with the provisions of this Contract.</p> <p>2.2.5 Satisfaction of Conditions Precedent</p> <p>(a) Unless otherwise specified, each Party shall satisfy or procure the satisfaction of the Conditions Precedent that it is responsible for, within thirty (30) days (“CP Date”) from the date the Contract becomes effective</p> <p>(b) If any Party fails to satisfy any Condition Precedent within the CP date for reasons related to:</p> <p style="padding-left: 40px;">(i) any Force Majeure; or</p> <p style="padding-left: 40px;">(ii) any Change in the Applicable Law;</p> <p>then the CP Date shall be extended on a day-for-day basis for the period of such delay, provided that the CP Date shall not be extended beyond the date which is 4 months from the Effective Date.</p> <p>(c) Each Party shall cooperate and use its reasonable efforts to assist the other Party in satisfying the Conditions Precedent.</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>2.2.6 Consequences of failure to satisfy Conditions Precedent</p> <p>(a) Subject to this Clause 2.2.6:</p> <ul style="list-style-type: none"> (i) If the Service Provider fails to satisfy any of the Conditions Precedent that it is required to fulfil by the CP Date, as may be extended in accordance with Clause 2.2.5(b), any Party may terminate this Contract forthwith by issuing a notice to the other Party. (ii) If the Employer fails to satisfy any of the Conditions Precedent that it is required to fulfil by the CP Date, as may be extended in accordance with Clause 2.2.5(b), any Party may terminate this Contract forthwith by issuing a notice to the other Party. (iii) No Party shall be permitted to waive any Condition Precedent required to be fulfilled by any other Party. <p>(b) If the Service Provider has failed to satisfy any of the Conditions Precedent required to be satisfied by it other than due to the reasons set out in Clause 2.2.5(b) and this Contract is terminated in accordance with this Clause 2.2.6, then:</p> <ul style="list-style-type: none"> (i) the Employer shall be entitled to forfeit the Bid Security or the Performance Security (as available), as a genuine pre-estimate of and reasonable compensation for loss and damage caused to the Employer as a result of the Service Provider's failure to satisfy any of the Conditions Precedent and the consequent termination of this Contract; (ii) the Service Provider shall not be entitled to receive any payment or compensation from the Employer for the costs and expenses incurred by the Service Provider in performing any of its obligations under this Contract prior to the termination of this Contract; (iii) the Service Provider shall hand over to the Employer all documents, designs, plans, data and any information provided by the Employer to the Service Provider prior to termination of this Contract;

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(c) If the Employer has failed to satisfy any of the Conditions Precedent required to be satisfied by it or the Service Provider has failed to satisfy any of the Conditions Precedent required to be satisfied by it due to the reasons set out in Clause 2.2.5(b), and this Contract is terminated in accordance with this Clause 2.2.6, then:</p> <p>(i) the Employer shall return the Bid Security/ Performance Security (as available) submitted by the Service Provider;</p> <p>(ii) the Service Provider shall hand over to the Employer all documents, designs, plans, data and any information provided by the Employer to the Service Provider prior to termination of this Contract;</p> <p>(d) Upon termination of this Contract pursuant to this Clause 2.2.6, other than to the extent specified in this Clause 2.2.6, no Party shall have any liability to the other Party in connection with this Contract and the Service Provider shall not be entitled to receive any termination compensation from the Employer.</p>
2.3	The Intended Completion Date shall be 31st October 2025
2.4	<p>GCC 2.4 is modified as</p> <p>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. In particular contract cases where clearance of the Bank or the Association is required for such modifications, the modification shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained</p> <p>The Employer, notwithstanding anything contrary contained in this Agreement, for any reason or at the discretion of the Employer, may require Modification of the terms and conditions of this Contract, including any modification of the scope of the Services and/or of the Contract Price, at any time during the performance of the contract. The Modification may specifically include any of the following;</p> <p>(a) change in Intended Completion Date to include upto 2 (two) more seasons (i.e. Rabi 2025-26, Boro 2026) under Operations Period for the Service Provider;</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(b) Modification in the Performance Incentive Compensation Mechanism (Appendix G)</p> <p>The Service provider shall carry out the additional work arising due to (a) above at the same rate for the specific season(s) being included, as per O&M Price for the corresponding season, specified in the Appendix E of this Agreement. If the item is not in Appendix E, the rate in Relevant Unified Schedule of Rates shall be considered.</p> <p>Due to the Modification of the terms and conditions of this Contract as per (a) above, the amount to be paid to the Service Provider shall be calculated as per the provisions of Schedule of Payments (Appendix B). Accordingly, the Contract Price (including O&M Price and Study Period Price- Payment Milestone 1B provided in Appendix B) as well as the Performance Incentive Compensation Limits (Appendix G) shall be proportionally adjusted season-wise on a pro-rata basis to account for the Modification. The overall Contract Price due to (a) above shall be revised accordingly.</p>
2.4.1	Provisions related to Value Engineering do not apply.
2.5.1	<p>GCC 2.5.1 is modified as:</p> <p>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.</p> <p>Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below:</p> <ul style="list-style-type: none"> (a) events such as flood or drought affecting the Project Area (or its part) for duration as notified by the Employer. (b) other natural catastrophes such as earthquake, cyclone, hurricane, typhoon, or volcanic activity at the Project Area or consequences of pandemic (the term ‘pandemic’ as defined or recognized by the World Health Organization, such as Covid-19). (c) Suspension of works due to elections, internal disturbances and acute law and order problems.
2.5.2	<p>GCC 2.5.2 is modified as:</p> <p>The failure of a Party to fulfill 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,</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p> <p>The Service Provider will not be liable to pay any Lack of Performance Penalty, on non-conformance during such Force Majeure period.</p>
2.5.3	<p>GCC 2.5.3 is deleted.</p> <p>There shall not be any Extension of Time due to Force Majeure event.</p> <p>New GCC 2.5.3:</p> <p>Resuming of Services after Force Majeure event:</p> <p>a) In case of Force Majeure due to flood or drought affecting the Project Area: The Service Provider may resume its Services for the forthcoming irrigation season or after the effect of the flood/drought has subsided (based on mutual discussion and approval of the Employer), whichever is earlier.</p> <p>b) In case of Other Force Majeure Events affecting the Project Area: The Service Provider may resume its Services for the forthcoming irrigation season or after the effect of the Force Majeure event has subsided (based on mutual discussion and approval of the Employer), whichever is earlier.</p>
2.5.4	<p>In continuance to Clause 2.5.3, during the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be paid based on measurement of executed Services provided in accordance with Appendix A and Appendix B under the terms of this Contract,</p>
2.6.1	<p>GCC 2.6.1(c) is modified as:</p> <p>(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 one-eighty (180) days; or</p>
2.6.2	<p>GCC 2.6.2(b) is modified as:</p> <p>(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 one-eighty (180) days.</p>
3.2.3	<p>Activities prohibited after termination of this Contract are: Not Applicable</p>
3.4	<p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party motor vehicle <i>liability insurance in accordance with the applicable law in India;</i></p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract								
	<p>(ii) Third Party liability insurance with a minimum coverage of 0.3916 Crore in accordance with the applicable law in India;</p> <p>(iii) Employer’s liability and workers’ compensation insurance in accordance with the applicable law in India;</p> <p>(iv) Contractor's all risk insurance (CAR) with a minimum coverage of 0.3916 Crore</p>								
3.5(d)	Not Applicable								
3.6	The Service Provider shall submit to the Employer the reports and documents specified in Appendix K in the form, in the numbers, and within the periods set forth in Appendix A.								
3.7	Restrictions on the use of documents prepared by the Service Provider are: Not applicable								
3.8.1	<p>GCC 3.8.1 is modified as:</p> <p>The Service Provider shall pay liquidated damages to the Employer at the rate as detailed in this SCC for each deviation or delay as mentioned in this SCC and Appendix J. The total amount of liquidated damages shall not exceed the amount defined in this 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.</p> <p>Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the Service Provider from his obligation to complete the work as per order and timing of all Activities provided in Appendix A, or from any of the Service Provider’s other obligations and liabilities under the contract and specifically in accordance to Appendix A and Appendix J of this Contract.</p> <p>The liquidated damages rates have been detailed below.</p> <p><u>LDs on Project Progress:</u> The following Liquidated damages will be applicable for delay in occurrence of Reporting Milestones detailed in Appendix A of this Contract.</p> <table border="1" data-bbox="357 1733 1374 1937"> <thead> <tr> <th data-bbox="357 1733 432 1832">Sl. No</th> <th data-bbox="432 1733 727 1832">Reporting Milestone</th> <th data-bbox="727 1733 1067 1832">Scheduled Day of reporting</th> <th data-bbox="1067 1733 1374 1832">Applicable Liquidated Damages</th> </tr> </thead> <tbody> <tr> <td data-bbox="357 1832 432 1937">1</td> <td data-bbox="432 1832 727 1937">Comprehensive Assessment Report</td> <td data-bbox="727 1832 1067 1937">As per Appendix A</td> <td data-bbox="1067 1832 1374 1937">INR 2,000 per day of delay</td> </tr> </tbody> </table>	Sl. No	Reporting Milestone	Scheduled Day of reporting	Applicable Liquidated Damages	1	Comprehensive Assessment Report	As per Appendix A	INR 2,000 per day of delay
Sl. No	Reporting Milestone	Scheduled Day of reporting	Applicable Liquidated Damages						
1	Comprehensive Assessment Report	As per Appendix A	INR 2,000 per day of delay						

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract			
	2	Seasonal Operational Plan	As per Appendix A	INR 5,000 per day of delay
	3	Draft irrigation schedule	As per Appendix A	INR 10,000 per day of delay
	4	Pre-irrigation season report	As per Appendix A	INR 5,000 per day of delay
	5	Seasonal Performance Report	As per Appendix A	INR 2,000 per day of delay
	<p>As the Intended Completion Date of the project cannot be shifted and will invariably end upon completion of the Kharif season and handover of project area in October 2025, there will not be any Liquidated Damages (LD) for delaying the Intended Completion Date.</p> <p>The maximum amount of Liquidated Damages related to Project progress for the whole contract is 10% of the final Contract Price.</p>			
3.8.3	<p>Calculation of Lack of performance Penalty(ies):</p> <p>LDs on Project Performance: The following Performance related LDs will be levied on non-conformance to the agreed Project Indicators (detailed in Appendix J of this Contract) as indicated below:</p> <ol style="list-style-type: none"> a. LDs for reduced Reliability of Supply b. LDs for Prompt Action Delays c. LD for not meeting minimum area to be irrigated <p>Detailed calculation and computation mechanism (including exceptions, if any), for variation in each Project Indicator is provided in Appendix J.</p>			
5.1	The assistance and exemptions provided to the Service Provider are: Not Applicable			
5.2	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 Clause 6.2			

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.2	The amount in Indian Rupees is _____ <i>[insert amount before contract signing= Contractors Bid Price for the Package (including Fixed Study Period Quote for the package)]</i> .
6.3.2	<p>GCC 6.3.2 is modified as:</p> <p>6.3.2 The service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix and Payment for optional services (if applicable)</p> <p>The performance incentive paid to the Service Provider shall be: As detailed in Appendix G.</p> <p>The payment for optional service to the Service Provider shall be: As detailed in Appendix B.</p>
6.4	<p>The rates quoted by the Service Provider shall be deemed to be inclusive of the GST and other taxes that the Service provider will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.</p> <p>Payments shall be made according to the schedule detailed in Appendix B.</p>
6.5	<p>Payment shall be made within thirty (30) days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within sixty (60) days in the case of the final payment.</p> <p>Interest rate for Delayed payment is 6.5% per annum or State Bank of India prime lending rate whichever is lower.</p>
6.6	Price adjustment shall not be applicable for the contract.
6.7	Day works shall not be applicable
7.1	<p>The principle and modalities of inspection of the Services by the Employer shall be in accordance with the provisions of Appendix J.</p> <p>The Defects Liability Period shall be from the first day of each season and end on the last day of each season for the Services provided during the season. Timelines for season shall be in accordance to Appendix A.</p>
8.2.3	The agreed Adjudicator is _____ <i>(insert name before signing contract)</i> .

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Daily rate and types of reimbursable expenses to be paid to the Adjudicator: _____ <i>[insert daily fees and reimbursable expenses – boarding/lodging/travel etc. before signing contract].</i>
8.2.4	<p>The procedure for ad hoc arbitration will be as follows:</p> <p>(a) In case of Dispute or difference arising between the Employer and a Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Service Provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.</p> <p>(b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Council of Arbitration, shall appoint the Arbitrator. A certified copy of the order of the Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration.</p> <p>(f) The Arbitrator should give final award within 120 days of starting of the proceedings.</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(g) Performance under the contract shall continue during the arbitration proceedings and payments due to the Service Provider by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.
8.2.5 (a) and (c)	The designated Appointing Authority for a new Adjudicator is Indian Council of Arbitration.

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Appendix A - Description of the Services

A. Background

Damodar Valley Command Area (DVCA) comprises of 60+ year old canal network, catering to irrigation of ~3.76 lakh hectares of agricultural land spread across 41 administrative blocks. The DV canal network faces the following challenges:

1. Poor infrastructure maintenance leading to higher water losses: Actual area irrigated is much lower than design command area, especially in non-monsoon season.
2. Increasing dependency on groundwater: The region is prone to frequent flooding during monsoon. However, there is water shortage in several stretches of the canal in the summer months, leading to increased groundwater abstraction by farmers in such seasons.
3. No equity in water distribution: Less water available for tail plots compared to head reach canals, resulting in 19 of the total 41 blocks being classified as semi-critical by the Central Ground Water Board.

The West Bengal Major Irrigation and Flood Management Project (WBMIFMP) was thus conceived to modernize existing infrastructure and optimize conjunctive use of surface and ground water for agriculture. WBMIFM project is funded by the World Bank and Asian Infrastructure Investment bank (AIIB), along with support from the state government.

Under the WBMIFM project, rehabilitation and upgradation of the old canal network is presently under progress. While rehabilitation of civil structures will improve the condition of the six-decade old infrastructure, to ensure sustained operational efficiency in the command area, the project proposes opportunities for involving Operators of the canal network termed as **Service Providers** through incentive frameworks.

B. Project Brief

The primary objectives of engaging an operator for managing the canal network is to

- Enhance quality of service delivery by improving the efficiency of the canal irrigation system, by enabling equitable and reliable supply of water
- Reduce dependency on ground water in the command area by increasing the area serviced by canal irrigation across seasons, thereby enhancing farmer income

Towards this, the proposed project will involve Service Providers to undertake the following activities in the given **Project Area**:

- (1) **Survey** the project area, **Plan and Design** the activities to be performed for maximizing the water utilized for irrigation in the Project Area
- (2) **Operation and Maintenance** of the Canal system to improve conveyance efficiency and enable reliable & equitable distribution of water in the project area

(3) Promote practices and methods to improve water distribution and farm-level water use efficiency, at their own discretion (Optional Services).

Further details are provided in the Detailed Scope of Services section.

C. Project Area Description

The term “**Project Area**” refers to the canal network with all its distributaries and its associated command area, for the purpose of this document.

In the total DVCA, nine distinct Project Areas have been chosen such that they are hydraulically independent and do not have any project area overlap.

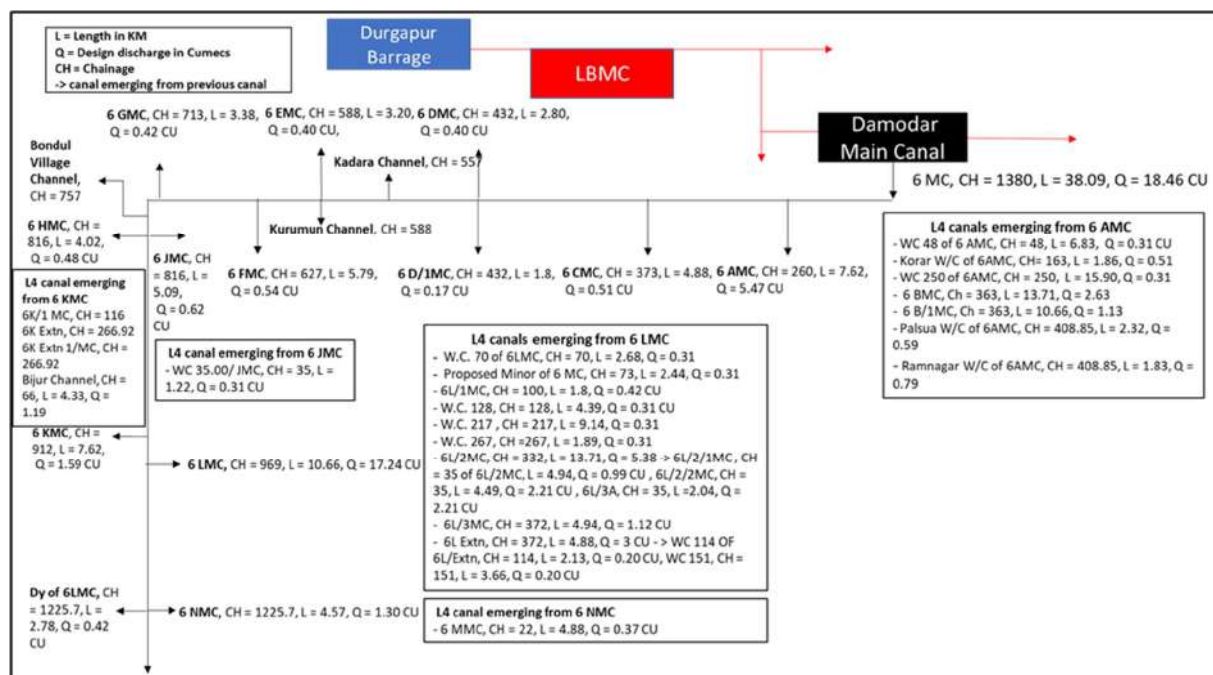
For the purpose of this Contract, the Project Area shall mean the package (hereinafter referred as Civil Work Package or CWP) as mentioned below:

Package No.	Name of Project Area (or Civil Work Package)	Length of canal network (km) up to L4	Command Area (Hectares)
CWP-6	Kana Damodar	168.17	16,835

A detailed overview of the Project Area is provided below.

The following table presents an overview of the Kana Damodar Canal along with the details of chainage, blocks covered and length of the canal. Kana Damodar is a L2 level canal off taking from LBMC, it branches into L3 level canal D/1 of KD and D/2 of KD at different chainages, as well as several other L4 level canals. The following line diagram presents an overview of the entire canal stretch along with the D/1 of KD canal (L3) and 10 other minors (L4). The details of the chainage and offtake are also provided for each canal alongside.

Components	Blocks covered	Length coverage (in Km)			Total Length (Km)
		L2	L3	L4	
Ch 0.00 to tail including all distributaries upto L4 canal	Jamalpur, Dhaniakhali, Tarkeswar, Jangipara, Udaynarayanpur, Amta & Jagatballavpur	52.79	77.33	38.05	168.17



Further, the table below presents the reference area which the Service Provider will refer to while defining the minimum area to be irrigated for the respective season. The Command Area provided below is indicative and the actual command area for each season shall be finalized in the Comprehensive Assessment Report as detailed in Section E of this Appendix.

Season	Command Area (in Ha)
Kharif	16,835
Rabi	7063
Boro	2027

Based on the water availability at the head and reference from previous years, the Service Provider will define minimum area to be irrigated in the SOP which will be approved by the Employer and Irrigation and Waterways Department, Government of West Bengal.

Further Technical Details of the Project Area is provided in **Appendix L**.

D. Project Timelines

Period of Contract: From March 2024 to October 2025 i.e., 19.5 months is the maximum Contract Period, to be called as **Period of Contract** for the purpose of this document.

Project Period: The Period of Contract comprises of two distinct Project Periods – Study Period and Operations Period. The Study Period will involve survey and baselining of Project Area

resulting in identifying potential activities to be performed, followed by Operation Period where Service Provider will be responsible for providing irrigation services in the defined Project Area.

The envisaged Project Periods and the Season(s) intended to be covered have been summarized below.

Sr No	Project Periods	Expected Timelines	Season(s) to be Covered with tentative dates
1	Study period	March 2024 to May 2024	-
2	Operation Period	June 2024 to October 2025	<ul style="list-style-type: none"> • Kharif 2024 (20 July 2024- 20 October 2024) • Rabi 2024-25 (21 November 2024- 28 February 2025) • Boro 2025 (20 January 2025- 20 April 2025) • Kharif 2025 (20 July 2025- 20 October 2025)

Effective Date: The date of execution of contract between the Service Provider and Employer will be the **Effective Date**.

Starting Date: There are two distinct starting dates for the project periods as shown below. The Project Starting Date will be same as the Study Period Starting Date.

- (1) Study Period Starting Date: Date on which all Conditions Precedent are satisfied by both the parties. The Study Period services shall commence only after this date. The expected Study period Start Date is 15th March 2024.
- (2) Operation Period Starting Date: Date on which Notice to Proceed for Operations Period has been provided by the Employer to the Service Provider. The expected Operation Period Starting Date is 1st June 2024.

Intended Completion Date: 31st October 2025 is the Intended Completion Date of the project.

E. Detailed Scope of Services

The scope of work for the Service Provider has been defined with the overall aim of effective utilization of canal water for providing improved irrigation services in the Project Area. The services envisaged under the scope of work of the Service Provider will include the following -

- (1) Study Period Services during the Study period
- (2) Pre-operational Services for every season during the Operation Period
- (3) Operation & Maintenance Services for every season during the Operation Period
- (4) Optional Services for each season during the Operation Period

(5) Inspection & Reporting Services for every season during the Operation Period

The envisaged services intended to be undertaken during each Project Period have been summarized below.

Sr No	Services	Project Periods
1	Study Period Services	Study period
2	Pre-operational Services	Operation Period
3	Operation & Maintenance Services	Operation Period
4	Optional Services	Operation Period
5	Inspection & Reporting Services	Operation Period

The detailed scope of work of the Service Provider in each Project Period is presented in detail below.

1. <u>Scope of Service Provider during the Study Period</u>
<p>(a) Conduct Technical Reconnaissance survey of Project Area and collect the topographical data to get familiarized with the canal network and command area. The survey of the command area shall be undertaken to identify the following:</p> <ol style="list-style-type: none"> i. Mapping overall command area that can possibly be irrigated during Kharif, Rabi and Boro seasons based on historical data as per farmer survey and interactions with the Employer- both mouza wise (including identification of plot numbers) and total target. Mouza maps necessary for the exercise is required to be procured by the Service Provider from the relevant government authorities. ii. Computation of command area that can possibly be irrigated during Kharif, Rabi and Boro seasons based on survey data collected - both mouza wise area and total target area. For confirmation on plot area and numbers, Service Provider may use “Jomir Tathya” mobile application developed by the Land and Land Reforms Department, Govt. of West Bengal (or other such authentic database approved by the Employer) iii. Provide inputs and support IWD in development of GIS maps based on the survey information collected. iv. Identification of the cropping pattern and water requirement (at mouza level) during Kharif, Rabi and Boro seasons based on farmer survey v. Assess and document irrigation and farming practices in the Project Area (at mouza level) including number of farmers practicing in each season, type of crops grown, irrigation practices adopted and details of specific on-field farming and irrigation practices adopted for the season /crop <p>(b) Undertake detailed assessment of canal network right from the head of the canal to its branches, distributaries and outlet. Undertake mapping of various cross regulators and head regulators with various chainages/stretch/outlets and estimate the potential volume of</p>

water to be delivered at every head regulator and cross regulator in the Project Area (historical data to be provided by the Employer). Further, familiarize with the Mouzas associated with each of the outlet present in the Project Area, existing drawings of the canal network and prevalent canal operational and maintenance practices.

- (c) Preparatory activities to ensure implementation of Optional Services – including identification of implementation partners at ground level such as Farmer Committees, SHGs etc. and identifying capacity building or training needs of the farmers and farmer groups in the area for implementation of Optional Services.
- (d) Collect details on installation and use of farmer mobile application developed by the Department.
- (e) Identify baseline of Key Performance Indicators (KPIs) and Key Monitoring Indicators (KMIs) defined for the project based on past historical data and inputs from Employer. The list of Key Performance Indicators (KPIs) and Key Monitoring Indicators (KMIs) is further detailed in the Appendix J.
- (f) Report the parameters in Comprehensive Assessment Report (CAR) as detailed in Section 4 of this table corresponding to the Study Period (Reporting Obligations of Service Provider)
- (g) Prepare **Comprehensive Assessment Report (CAR)** encompassing above inputs. A proforma of the Comprehensive Assessment Report with key minimum information required to be captured during the Study Period has been provided in the Appendix K.
- (h) Submit CAR within the timeline of submission as provided in Section F of this Appendix (**Reporting Milestone-1**).

2. Scope of Service Provider during the Operation Period

Pre-operational Services

- (a) Development and submission of **Seasonal Operation Plan (SOP)** for every season during the Operation Period (**Reporting Milestone-2**). Necessary handholding support shall be provided by the Employer and Irrigation and Waterways Department, Government of West Bengal, for the first one season of the Operation Period i.e. Khariff 2024.

A proforma of the Seasonal Operational Plan (SOP) with key minimum information required to be captured by the Service Provider has been provided in Appendix K. The timeline of submission is provided in Section F of this Appendix.

- (b) Development and submission of **Draft Irrigation Schedule (Reporting Milestone-3)** for every season during the Operation Period. Necessary handholding support shall be provided by the Employer and Irrigation and Waterways Department, Government of West Bengal, for the first one season of the Operation Period i.e. Khariff 2024.
- (c)

A proforma of the Draft Irrigation Schedule with key minimum information required to be captured by the Service Provider has been provided in Appendix K. The timeline of submission is provided in Section F of this Appendix.

Note:

The change in approved Irrigation Schedule and Seasonal Operational Plan (SOP), prior to the irrigation season, shall be proposed by the Service Provider only in case there is a change in water availability at the head (total volume/ minimum discharge / hours of supply) or any other unforeseen reasons (including Force Majeure).

(d) Routine Maintenance Activities prior to the irrigation cycle: –

- (a) The Service Provider shall perform the following activities in the command area, prior to every season during the Operation Period. Necessary handholding support shall be provided by the Employer and Irrigation and Waterways Department, Government of West Bengal, for the first one season of the Operation Period i.e. Khariff 2024.
- i. Conduct inspection of the civil and mechanical structures/installations including head regulators, cross regulators, weirs, outlets, outlet gates, canal embankment, canal bed, etc. to determine readiness of the canal network and associated infrastructure for the season
 - ii. Structural repair works in cross regulators, outlets, weirs, etc.
 - iii. Clearing of debris and vents in the critical canal stretches
 - iv. Closure of canal breaches, if any
 - v. Desilting of canal beds, and other earthworks for better delivery to fields
 - vi. Removal of vegetation (jungle cutting) in the level 3 and level 4 canals prior to every cycle of irrigation
 - vii. Oiling, cleaning & greasing of regulator gates

The Service Provider shall also prepare and submit a **Pre-irrigation season report (Reporting Milestone-4)** covering the routine maintenance activities undertaken for each season during the Operation Period. A proforma of the Pre-irrigation season report has been provided in Appendix K. The timeline of submission is provided in Section F of this Appendix.

Operations & Maintenance Services

The Service Provider shall irrigate the Minimum Area as proposed in the Irrigation Schedule and SOP for the season as approved by the Employer and IWD, Government of West Bengal. Towards this, the Service Provider shall perform the following activities, in every season during the Operation Period, in the canal stretches to ensure improved quality of service delivery. Necessary handholding support shall be provided by the Employer and Irrigation and

Waterways Department, Government of West Bengal, for the first one season of the Operation Period i.e. Khariff 2024.

(a) Routine Maintenance Activities during irrigation season –

For areas covered under the irrigation schedule's minimum target area, undertake "Running repair works" during irrigation which will include (1) Earthworks such as maintaining slopes, providing gunny bags, barriers, removing siltation, periodic vegetative growth clearance etc.;; (2) Other works such as repairing of *ghoghes*, gauges, leakages, minor repairs to structures, etc.

(b) Operational Activities – These refer to regular operational activities undertaken in the canal network towards delivering water through the canal system and include

- i. Provision of manpower for gate operation, operating outlets, flap gates etc.
- ii. Delivering water to the outlets, as per the agreed Irrigation Schedule – volume of supply and time of supply,
- iii. Inspection and survey of canal stretches and identifying critical points for taking up repair works
- iv. Operation of the canal network, managing canal flow to maintain required heads in the regulatory structures and outlet gate management to ensure equitable supply of water

(c) Emergency maintenance activities - These may refer to other non-planned activities that are undertaken at field-level on real-time basis to reduce water wastage. This can include temporary rectification of fault lines in canal embankment, etc.

Exclusions: Any major maintenance works to rectify structural collapse of regulator gates or cross drainage (non-regulatory) structures, shall be excluded from the scope of the Service Provider and shall be undertaken by the Employer or Irrigation and Waterways Department, Government of West Bengal. It is clarified that all other repair and maintenance works shall remain under the purview of the Service Provider.

(d) Post-season maintenance activities – After completion of the last watering for the season, the Service Provider shall inspect and permanently rectify any fault lines in canal embankment, etc. which was not attended during the watering period. Any fault or observation qualifying as major maintenance work (as per exclusion cited above) and requiring attention of the Employer and Irrigation and Waterways Department, Government of West Bengal for rectification, shall also be reported.

(e) Maintenance/Rectification activities before handing over the Project Area on Intended Completion date or on Termination (as per GCC 2.6)– Before handing over the Project Area on Intended Completion date or on Termination (as per GCC

2.6), the Service Provider shall conduct joint inspection of the Project Area along with the Employer and Irrigation and Waterways Department, Government of West Bengal. Any permanent damage to the civil and/or mechanical structures/installations in the Project Area, including but not limited to head regulators, cross regulators, weirs, outlets, outlet gates, canal embankment, canal bed, etc., caused due to reasons within the control of the Service provider, shall be rectified by the Service Provider within a reasonable time frame (as mutually agreed between the parties). Decision of the Employer to undertake such rectification shall be binding on the Service Provider. Appropriate deductions shall be made from the due payments to the Service Provider and/or the Performance Security, in case the Service Provider is unable to undertake such rectification works within the mutually agreed time period.

Optional services

(a) These services comprise of any other activity that the Service Provider may undertake at its discretion, in every season during the Operation Period, for maximizing use of the available water in the command area. These may include the following services – (i) Distribution beyond the outlet activities (ii) Farm level efficiency measures. Necessary handholding support shall be provided by the Employer and Irrigation and Waterways Department, Government of West Bengal, for the first one season of the Operation Period i.e. Khariff 2024.

- i. **Distribution beyond the outlet:** These include activities/ measures aimed at reducing the distribution losses from the canal outlet to the field. Service Provider is free to undertake any measure for this purpose. The following is an indicative list of activities that may be undertaken -
 - a. Identifying better methods of water conveyance from the outlets to the plots such as field channels, piping system and sub-surface pipes, etc. for different areas
 - b. Encouraging and enabling Participatory Irrigation in the Project Area through coordinating and supporting the existing informal Beneficiary Farmer Groups (BFG) or informal Farmer Committees present at outlet.
 - c. While the above activities hold true for all irrigation seasons, as the irrigation practice of each season is very different on-ground, the following table lists some of the additional activities that can be undertaken for each season.

Kharif	Rabi	Boro
Identify suitable areas and encourage farmers to store water by 'ponding' for Rabi use	For area designated for Rabi irrigation, if water is below FSL, enable pumps to lift water from canals	In areas receiving water under guaranteed command area for boro, ensure no breaches of the canal water, including diversion of

Ensure all the critical farm ponds and other small storage structure are filled, especially those regions practicing rabi cultivation	Facilitate use of water from the identified farm ponds, for irrigating fields during Rabi, by providing pumps, etc	water, pumping of water from canal, etc.
<p>ii. Farm level efficiency measures - These include activities/ measures aimed at improving the water use efficiency at field level. Service Provider is free to undertake any measure for this purpose. The following is an indicative list of activities that may be undertaken in this regard:</p> <ol style="list-style-type: none"> a. Conduct capacity building and training for the farmers on aspects such as water use efficient (WUE) agriculture and irrigation practices such as SRI for paddy, micro irrigation, crop diversification etc. b. Identify and conduct capacity building and training to the informal Beneficiary Farmer Groups (BFG) or informal Farmer Committees present at outlet regarding aspects such as water budgeting, water distribution, crop planning etc. c. Identify and support progressive farmers to conduct demonstrations, site visits and farmer consultations to encourage and inspire other farmers on farm level water use efficiency. d. Other Activities – Incentivize and handhold farmers to download, install and regularly use mobile application developed by the Department. 		
<p><u>Inspection & Reporting Services</u></p>		
<p>(a) The Service Provider shall perform the following activities, in every season during the Operation Period. Necessary handholding support shall be provided by the Employer and Irrigation and Waterways Department, Government of West Bengal, for the first one season of the Operation Period i.e. Khariff 2024.</p>		
<ol style="list-style-type: none"> i. Inspection of project area- Undertake visual inspection of the Project Area along with the Service Provider in the pre, during and post-watering periods during the irrigation season. ii. Monitoring of Project Indicators- For monitoring the Project Indicators, the Service Provider shall further carry out activities as detailed in Section 4 of this table corresponding to the Operation Period (Reporting Obligations of Service Provider) 		
<p>At the end of each irrigation season during the Operation Period, the Service Provider will submit Seasonal Performance Report for the respective season (Reporting Milestone -5). The coverage and format of Seasonal Performance Report is presented in Appendix K. The timeline of submission is provided in Section F of this Appendix.</p>		

3. Scope of Service Provider – Reporting obligations during the Project Periods

For monitoring the Project Indicators, the following **Inspection and Reporting Services** are expected from the Service Provider. This will also be included as part of the Obligations of the Service Provider.

Study Period - Preparation and submission of the Comprehensive Assessment Report (CAR) within timelines for submission (as per Section F of this Appendix) and in accordance with the format provided in Appendix K.

Operation Period – Visual inspection of the project area will be done on daily basis, and the following activities will be undertaken:

1. **Before each cropping season:**

- a. Preparation and submission of **Seasonal Operational Plan (SOP)** within timelines for submission (as per Section F of this Appendix) and in accordance with the format provided in Appendix K.
- b. Preparation and submission of **Draft Irrigation Schedule** within timelines for submission (as per Section F of this Appendix) and in accordance with the format provided in Appendix K.
- c. Preparation and submission of **Pre-irrigation season report** within timelines for submission (as per Section F of this Appendix) and in accordance with the format provided in Appendix K.
- d. In case of revisions to be made to the Irrigation Schedule due to change in water availability at the head (total volume, minimum discharge and hours of supply) or any other unforeseen reasons (including Force Majeure) **prior** to the irrigation season, the Service Provider shall submit the revised Irrigation Schedule and Seasonal Operational Plan (SOP) within timelines for submission (as per Section F of this Appendix) and in accordance with the format provided in Appendix K and seek approval from the Employer or Irrigation and Waterways Department, Government of West Bengal.

2. **During each watering period of the cropping season:**

- a. Recording and computation of values for KPIs and KMIs in accordance with the methodology and formats provided in Appendix J.
- b. Capturing the necessary information required for preparation of the **Seasonal Performance Report (SPR)** in accordance with the format provided in Appendix K.
- c. In case of revisions in water availability at the head (total volume/ minimum discharge / hours of supply) or any other unforeseen reasons (including Force Majeure) **during** the irrigation season, the Service Provider shall inform the same to the Employer immediately. Necessary corrections in KPIs and KMIs shall be undertaken in discussion with and on approval of the Employer or Irrigation and Waterways Department, Government of West Bengal, in accordance with the provisions provided in Appendix J. The same shall be mentioned along with reasons for deviations in the

Seasonal Performance Report (SPR).

3. End of each cropping season:
- a. Computing and reporting of Project indicators (KPIs and KMIs) as per the methodology detailed in Appendix J.
 - b. Preparation and submission of the **Seasonal Performance Report (SPR)** comprising the details within timelines for submission (as per Section F of this Appendix) and in accordance with the format provided in Appendix K.
 - c. Addressing the queries of the Employer /technical auditor as needed

Prohibited Activities:

The Service Provider will not be allowed to collect revenue from the farmers for providing any additional services, including but not limited to the optional services listed below:

- a. Rental charges for pumps
- b. Installing MI systems on field
- c. Providing piped supply to tail-plots
- d. Filling private farm-ponds within project area or any other source of revenue from the farmers

F. Timeline for various activities

The timelines corresponding to key activities/ deliverables related to the project are mentioned below. These need to be fulfilled by the Service Provider and the Employer (as applicable).

Sr No	Key activities/ deliverables	Scheduled Date of Submission (by the Service Provider)	Scheduled date of approval (by the Employer)
1	Comprehensive Assessment Report (CAR)	Within 60 days of the Start of the Study Period (15 th May 2024)	Within 15 days of submission by the Service Provider (1 st June'2024)
2	Seasonal Operational Plan (SOP)	Kharif- 15 th June Rabi- 15 th November Boro- 20 th December	Kharif- 1 st July Rabi- 1 st December Boro- 5 th January
3	Draft Irrigation Schedule	As per details in table below	As per details in table below
4	Pre-irrigation season report	Kharif- 10 th July Rabi- 10 th December Boro- 15 th January	Kharif- 15 th July Rabi- 15 th December Boro- 20 th January

Sr No	Key activities/ deliverables	Scheduled Date of Submission (by the Service Provider)	Scheduled date of approval (by the Employer)
		(10 days before the first watering of the season)	(5 days before the first watering of the season)
5	Seasonal Performance Report	10 days after completion of the season	20 days after submission of the report by Service Provider
6	Revisions to the Irrigation Schedule and Seasonal Operational Plan (SOP)	Within 2 days of receipt of revised water availability	Within 1 day of submission of revised Irrigation Schedule by the Service Provider

The detailed schedule corresponding to preparation and submission of Irrigation Schedule for each season during the Operation Period is provided below:

Sr No	Key activities/ deliverables	Kharif	Rabi	Boro
1	Quantity of water declaration by the Employer	15 th June	15 th November	20 th December
2	Draft Irrigation Schedule submitted by Service Provider	1 st July	1 st December	5 th January
3	Final Irrigation Schedule approved by the Employer	15 th July	15 th December	20 th January
4	Circulation of Approved Irrigation Schedule by the Employer for the command area to the relevant stakeholders and take necessary	16 th July	16 th December	21 st January

Sr No	Key activities/ deliverables	Kharif	Rabi	Boro
	steps to publish the same for the Farmers			
5	First Watering of the season	20 th July	20 th December	25 th January

The detailed schedule for issue of various Notice to Proceed during the Project Periods is provided below.

Sr No	Key activities/ deliverables	Scheduled date of approval (by the Employer)
1	Notice to Proceed for Operations Period	Within 7 days of approval of Comprehensive Assessment Report (CAR)
2	Notice to Proceed to the Service Provider for undertaking the Operations and Maintenance activities during Operation Period	5 days before the first watering of the season after approval of SOP, Irrigation Schedule and Pre-irrigation season report for Khariff 2024

Appendix B - Schedule of Payments

i) **Checklist for Payments & Payment Schedule:**

Important Note : While the contract is designed on Lumpsum basis, the payments will be released on actual measurement basis. Hence milestone specified define the payment ceiling value. If total value of services provided is lower than the milestone ceiling, the payment corresponding to that value will be released.

<u>Payment Milestone</u>	<u>Checklist for Payment</u>	<u>Payment schedule</u>												
<p>Payment Milestone 1A: Completion of Study Period</p>	<p>Checklist for Payment Milestone 1A: Completion of Study Period</p> <p>Payment to be made upon –</p> <ol style="list-style-type: none"> Submission and approval of Comprehensive Assessment Report (CAR) as per the format prescribed in Appendix K, Issuing Notice to Proceed for Operation Period upon completion of the Study Period. 	<p>Total Payment Schedule for Study Period Quote:</p> <p>The Service Provider will be provided with the Study Period Quote as fixed by the Employer. The fixed Study Period Quote for the package is presented below:</p> <table border="1"> <thead> <tr> <th>Package</th> <th>Name</th> <th>Fixed Study Period Quote (INR Lakhs)</th> </tr> </thead> <tbody> <tr> <td>CWP-6</td> <td>Kana Damodar</td> <td>17.19</td> </tr> </tbody> </table>	Package	Name	Fixed Study Period Quote (INR Lakhs)	CWP-6	Kana Damodar	17.19						
Package	Name	Fixed Study Period Quote (INR Lakhs)												
CWP-6	Kana Damodar	17.19												
<p>Payment Milestone 1B: On approval of SOP, Irrigation Schedule and Pre-irrigation season report for each season during Operation Period</p>	<p>Checklist for Payment Milestone 1B: On approval of SOP, Irrigation Schedule and Pre-irrigation season report for each season during Operation Period</p> <p>Payment to be made upon issuance of Notice to proceed for the seasonal operations i.e., on approval of the following:</p> <ol style="list-style-type: none"> Submission of Seasonal Operational Plan (SOP) as per the format in Appendix K Submission of Draft Irrigation Schedule as per the format in Appendix K Submission of Pre-irrigation season report as per the format in Appendix K <p>Revision of Irrigation schedule as per mutually agreed terms and conditions</p>	<p>The milestone for payment of Fixed Study period Quote is presented below:</p> <table border="1"> <thead> <tr> <th>Sr No</th> <th>Milestone</th> <th>Payment</th> <th>Payment Terms</th> </tr> </thead> <tbody> <tr> <td>1 A</td> <td>Completion of Study Period</td> <td>40% of the Study Period Quote</td> <td>On approval of CAR and receiving Notice to Proceed for Operations Period</td> </tr> <tr> <td>1 B</td> <td>Approval of SOP, Irrigation Schedule and Pre-irrigation season report</td> <td>60% of the Study Period Quote (15% of the Study Period Quote for approval of each SOP, Irrigation Schedule and Pre-irrigation season report)</td> <td>On approval of each SOP, Irrigation Schedule and Pre-irrigation season report and issuance of Notice to Proceed to the Service Provider for undertaking the Operations and Maintenance activities during the Operation Period (4 SOPs - Kharif 2024, Rabi 2024-25, Boro 2025, Kharif 2025)</td> </tr> </tbody> </table>	Sr No	Milestone	Payment	Payment Terms	1 A	Completion of Study Period	40% of the Study Period Quote	On approval of CAR and receiving Notice to Proceed for Operations Period	1 B	Approval of SOP, Irrigation Schedule and Pre-irrigation season report	60% of the Study Period Quote (15% of the Study Period Quote for approval of each SOP, Irrigation Schedule and Pre-irrigation season report)	On approval of each SOP, Irrigation Schedule and Pre-irrigation season report and issuance of Notice to Proceed to the Service Provider for undertaking the Operations and Maintenance activities during the Operation Period (4 SOPs - Kharif 2024, Rabi 2024-25, Boro 2025, Kharif 2025)
Sr No	Milestone	Payment	Payment Terms											
1 A	Completion of Study Period	40% of the Study Period Quote	On approval of CAR and receiving Notice to Proceed for Operations Period											
1 B	Approval of SOP, Irrigation Schedule and Pre-irrigation season report	60% of the Study Period Quote (15% of the Study Period Quote for approval of each SOP, Irrigation Schedule and Pre-irrigation season report)	On approval of each SOP, Irrigation Schedule and Pre-irrigation season report and issuance of Notice to Proceed to the Service Provider for undertaking the Operations and Maintenance activities during the Operation Period (4 SOPs - Kharif 2024, Rabi 2024-25, Boro 2025, Kharif 2025)											

<p>Payment Milestone 2: On submission of Activities undertaken at the middle of each irrigation season (during Operation Period)</p>	<p>Checklist for Payment Milestone 2: On submission of Activities undertaken at the middle of each irrigation season (during Operation Period)</p> <p>Payment to be made on submission and approval of the following based on payment terms mentioned in Payment Schedule:</p> <ol style="list-style-type: none"> 1. Activities undertaken in accordance with the scope of work along with actual quantity executed for each activity (as approved by the Employer/ IWD) as per the format provided in Seasonal Performance Report (SPR) in Appendix K 2. Copy of all revised irrigation schedules for the season 3. Copy of revised SOP if any for the season <p>For the purpose of this payment, middle of the season shall be considered as per the table below:</p> <table border="1" data-bbox="344 1585 742 1942"> <thead> <tr> <th>Season</th> <th>Scheduled Number of Waterings</th> <th>Number of Waterings to be completed for Payment Milestone 3</th> </tr> </thead> <tbody> <tr> <td>Kharif</td> <td>6</td> <td>3</td> </tr> </tbody> </table>	Season	Scheduled Number of Waterings	Number of Waterings to be completed for Payment Milestone 3	Kharif	6	3	<p>Payment Schedule for mandatory services (O&M Quote) corresponding to Milestones 2 and 3</p> <p>Payment will be based on submission and approval of Seasonal Performance Report (SPR) at the end of every irrigation season (Kharif 2024, Rabi 2024-25, Boro 2025, Kharif 2025), during Operation Period. The Net Payments to the Service Provider will be computed as:</p> <p><i>Payment of O&M Price for the particular season (based on actual quantity executed during the season and necessary adjustment provisions as mentioned in the note below) + Performance payments (based on Appendix G) – Liquidated Damages (based on SCC and Appendix J).</i></p> <p><u>Payment Calculations for O&M Price for the particular season (comprising O&M Works and Manpower)</u></p> <p>For calculation of O&M price for the season, the amount payable against each activity conducted (O&M Works and Manpower) shall be arrived at by multiplying the actual quantity executed during the season (as measured and approved by the Employer/IWD) with the rate quoted by the Service Provider in the Breakdown of the Quotation as provided in Annexure E and thereafter adjusting the final amount in accordance with the following Adjustment provisions. It is, however, to be noted that the total payment calculated as per the adjustment provisions for the activities in any particular irrigation season, shall not exceed his total quoted O & M price for that season, which shall be the ceiling limit for the purpose of payment.</p> <table border="1" data-bbox="770 1668 1481 1917"> <thead> <tr> <th>Condition</th> <th>Adjustment Provisions</th> </tr> </thead> <tbody> <tr> <td>Case-I The final quantity of the work done differs from the quantity in the Bill of</td> <td>$AP_{ADJ} = AP_A$</td> </tr> </tbody> </table>	Condition	Adjustment Provisions	Case-I The final quantity of the work done differs from the quantity in the Bill of	$AP_{ADJ} = AP_A$
Season	Scheduled Number of Waterings	Number of Waterings to be completed for Payment Milestone 3										
Kharif	6	3										
Condition	Adjustment Provisions											
Case-I The final quantity of the work done differs from the quantity in the Bill of	$AP_{ADJ} = AP_A$											

<p>Payment Milestone 3: On submission of Seasonal Performance Report (SPR) at the end of each irrigation season (during Operation Period)</p>	<table border="1"> <tr> <td>Rabi</td> <td>3</td> <td>2</td> </tr> <tr> <td>Boro</td> <td>5</td> <td>3</td> </tr> </table>	Rabi	3	2	Boro	5	3	<p>Quantities of the O & M quote for the particular item varies by any extent but the resultant impact does not exceed 1 percent of the Initial Contract Price</p>	
	Rabi	3	2						
	Boro	5	3						
	<p>Checklist for Payment Milestone 3: On submission of Seasonal Performance Report (SPR) at the end of each irrigation season (during Operation Period)</p> <p>Payment to be made on submission and approval of the following based on payment terms mentioned in Payment Schedule:</p> <ol style="list-style-type: none"> Seasonal Performance Report (SPR) comprising of all items as per Appendix K [including Activities undertaken in accordance with the scope of work along with actual quantity executed for each activity (as approved by the Employer/ IWD) as per the format provided], Copy of all revised irrigation schedules for the season, <p>Copy of revised SOP if any for the season.</p>	<p>Case-II The final quantity of the work done differs from the quantity in the Bill of</p> <p>Quantities of the O & M quote for the particular item varies and the resultant impact exceeds 1 percent of the Initial Contract Price</p>	<p><i>As per sub-cases stated below</i></p>						
	<p>Sub-case IIA AP_A is between $0.8 AP_Q$- $1.2 AP_Q$</p>	$AP_{ADJ} = AP_A$							
	<p>Sub-case IIB AP_A is less than $0.8 AP_Q$</p>	$AP_{ADJ} = AP_A + 0.2 * AP_Q$ i.e., the rate of the item would be adjusted (increased) by 25%.							
<p>Sub-case IIC AP_A is greater than $1.2 AP_Q$</p>	$AP_{ADJ} = AP_A - 0.2 * AP_Q$ i.e., the rate of the item would be adjusted (reduced) by 16.67%.								
<p>Where,</p> <p>AP_{ADJ}= Adjusted Amount Payable for an activity (in Rs.)</p> <p>AP_Q= Amount Payable (in Rs.) for a particular activity as quoted in the Breakdown of the Quotation provided for each season and submitted as part of Detailed Bid Price Sheet provided in Appendix E.</p> <p>AP_A= Amount Payable (in Rs.) for a particular activity as executed during the season = Actual quantity executed (as approved by the Employer/ IWD) * Rate quoted for the</p>									

activity as part of Breakdown of the Quotation provided in Appendix E.

The Payment of O&M Price for the particular season shall be arrived at by summing up the Adjusted Amount Payable ($\sum AP_{ADJ}$) for all the undertaken activities during the season based on the information provided in the SPR.

The milestone for payment of Mandatory Services O&M Quote is presented below:

Sr No	Milestone	Payment	Payment Terms
1.	Milestone 2: Completion of following number of waterings during the season <ul style="list-style-type: none"> • Kharif-3 • Rabi-2 • Boro-3 	MINIMUM of (40% of the quoted O&M Price for the particular season as part of the Breakdown of the Quotation provided in Appendix E, Total Actual Amount Incurred i.e., $\sum AP_A$ until last day of the watering)	On approval of Activities undertaken in accordance with the scope of work along with actual quantity executed for each activity (as approved by the Employer/IWD) as per the format provided in Seasonal Performance Report (SPR) in Appendix K

		2.	Milestone 3: Approval of Seasonal Performance Report	Remaining O&M Price based on calculations ($\sum AP_{ADJ}$ - Milestone payment) + Performance payments (based on Appendix G) – Liquidated Damages (based on SCC and Appendix J)	On approval of the Seasonal Performance Report for each season (Kharif 2024, Rabi 2024-25, Boro 2025, Kharif 2025)
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<p>Payment for optional activities – as fixed by the Employer on unit rate basis</p>	<p>Checklist for Payment for Optional activities at the end of each irrigation season (during Operation Period)</p> <p>Payment to be made on submission and approval of the following based on payment terms mentioned in Payment Schedule:</p> <ol style="list-style-type: none"> 1. Seasonal Performance Report (SPR) comprising of details of trainings conducted (as approved by the Employer/ IWD) [as per the format provided in SPR] with supporting documents - such as attendance and feedback forms of beneficiaries, proof of landholding by beneficiary, pictures and videos of the sessions conducted, etc. 	<p>Payment Schedule for optional services:</p> <p>Payment for Capacity Building and Training: The expenses made against training and capacity building activities will be reimbursed at the price of INR 200 per farmer per day.</p> <p><i>Note:</i></p> <ol style="list-style-type: none"> 1. <i>The total payment for optional services during any particular season shall be capped to 5% of the total O&M payment made during the season (for Milestones 2 and 3 combined including Liquidated Damages/ Performance Incentive payments, if applicable)</i> 2. This Payment for optional services shall be over and above the Bid Price- as quoted by the Service Provider (in Letter of Bid – Financial Part). <p><i>While the number of training sessions and target farmers will be presented in the SOP and shall be approved by the Employer, the payments will be made against details provided in Seasonal Performance Report submitted by the Service Provider at the end of every season and approved by the Employer.</i></p>
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The above payments shall be made when the Service Provider has submitted an invoice to the Employer specifying the amount due, after deduction of such taxes at source [TDS] as per applicable law

Note: Due to any reason if any irrigation Season during the Operation Period is declared cancelled by the Employer at the time of Quantity of water declaration by the Employer for that particular Season (as per timeline provided in Appendix A Section F), the Service Provider shall not be eligible for any payment during that entire Season, including Payment for Study Period Services, mandatory services (O&M Quote) and optional services.

ii) Reporting Requirement and Formats

All reporting requirements have been detailed in **Appendix J** and reporting formats have been detailed in **Appendix K**.

Appendix C - Key Personnel

C-1 Details of Key Personnel

No.	Names	Designation of Personnel	No.	Minimum Qualification	Minimum years of relevant experience	Detailed roles and responsibilities	Staff Months
1.	<i>To be filled before finalization of Contract</i>	Project Manager cum Planning & Design Engineer	1	Diploma in Civil	5 years of experience in irrigation planning & design, irrigation O&M	<i>To be filled before finalization of Contract</i>	<i>To be filled before finalization of Contract</i>
2.	<i>To be filled before finalization of Contract</i>	Field Coordinators	4	Graduate in any stream	3 years	<i>To be filled before finalization of Contract</i>	<i>To be filled before finalization of Contract</i>
3.	<i>To be filled before finalization of Contract</i>	Capacity Building Expert	1	Diploma in Civil/ Agri or Graduate in any discipline (B.Sc./ B.A.)	3 years of experience training farmers (West Bengal farmers will be preferred)	<i>To be filled before finalization of Contract</i>	<i>To be filled before finalization of Contract</i>
4.	<i>To be filled before finalization of Contract</i>	Farmer Engagement Expert	1	NA	Minimum 6 months of experience as Board Member of any functional Farmer Organization in project Districts (FPCs, WUAs) Experience in water budgeting and	<i>To be filled before finalization of Contract</i>	<i>To be filled before finalization of Contract</i>

No.	Names	Designation of Personnel	No.	Minimum Qualification	Minimum years of relevant experience	Detailed roles and responsibilities	Staff Months
					water distribution at farm level		
5.	<i>To be filled before finalization of Contract</i>	Farmer Mobilization Expert	1	NA	Minimum 6 months of experience as Board Member of any functional Farmer Organization in project Districts (FPCs, WUAs) Minimum 3 years of experience in farmer mobilization, capacity building of farmers and farmer groups	<i>To be filled before finalization of Contract</i>	<i>To be filled before finalization of Contract</i>

Note:

1. In case of meeting the experience criteria stated against Sl.3 & 5 above, by one single expert, that expert can hold both the positions.
2. *In case of providing services by the subcontractors, qualification and experience of the experts of the subcontractors should also conform to the above Table.*

C-2 List of approved Subcontractors

List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 above. To be filled before finalization of Contract

Appendix D -Breakdown of Contract Price in Foreign Currency(ies) – Not Used

Appendix E - Breakdown of Contract Price in Indian Rupees

Contract Price

The Bid Price quoted by the Service Provider, after adjustments if any, will be considered as the Contract Price.

The contract price will be the addition of two components – (i) Study Period Price (ii) O&M Payment for mandatory services (O&M Quote) for all seasons during the Operations period.

The Study Period Price as fixed by the Employer is provided in the table below.

Package	Name	Fixed Study Period Quote (INR Lakhs)
CWP-6	Kana Damodar	17.19

The O&M Price for all seasons during the Operations period including the Backup of the Bid Price and Breakdown of the Quotation is provided below.

The Detailed Bid Price Sheet (as submitted by the Service Provider in its bid for the package (in .xls format), submitted shall be annexed here prior to contract finalization.

Appendix F - Services and Facilities Provided by the Employer

This appendix presents the various obligations of the Employer during various phases of the Project Period.

Project Period (Duration of each Project Period is further detailed in Appendix A)	Obligations of the Employer
During entire Project Periods	a. Verify and evaluate the KPIs and KMIs submitted by the Service Provider. b. Ensure farmer mobile application platform is functional and data is shared regularly with the Service Provider c. Ensure that the remote sensing technology is functional throughout the Project Period. d. For monitoring the Project Indicators, the Employer shall further carry out activities as detailed in the section on Governing Obligations of Employer in this table
During Study period	a. Providing support to the Service Provider during the Study Period for familiarizing themselves with the Project Area and its farmers. b. Transitioning of the prevalent manpower and maintenance contracts in the project area to Service Provider at the end of the study period. c. Review and approval of baseline of KPIs and KMIs d. Timely review and approval of Comprehensive Assessment Report (CAR) within the timeline mentioned in Appendix A. e. Timely release of payment linked to approval of Comprehensive Assessment Report (CAR). f. Issuance of Notice to Proceed for Operation Period within the timeline mentioned in Appendix A.
During Operations Period	<u>Pre-operational Services</u> a. Prior to the preparation of Irrigation Schedule and Seasonal Operation Plan (SOP), installation of outlet gates across the canal network. b. Provide guidance (and handholding support for the first one season of the Operation Period i.e. Khariff 2024 season) to Service

Project Period (Duration of each Project Period is further detailed in Appendix A)	Obligations of the Employer
	<p>Provider for preparing Irrigation Schedule and Seasonal Operation Plan (SOP) for every season.</p> <p>c. Review of draft Irrigation Schedule and sharing the final Irrigation Schedule for every season within the timeline mentioned in Appendix A.</p> <p>d. Review and approval of Seasonal Operation Plan (SOP) prepared for every season within the timeline mentioned in Appendix A.</p> <p>e. Issuing Notice to Proceed to the Service Provider for undertaking the Operations and Maintenance activities for the season upon approval of SOP, Irrigation Schedule and Pre-irrigation season report, within the timeline mentioned in Appendix A.</p> <p><i><u>Operations & Maintenance</u></i></p> <p>a. Provide handholding support to Service Provider for undertaking planned and unplanned repair works and operation of canal network and structures during the first one season of the Operation Period i.e. Khariff 2024).</p> <p>b. Undertake any major maintenance works to rectify structural collapse of regulator gates or cross drainage (non-regulatory) structures, which is excluded from the scope of the Service Provider.</p> <p><i><u>Inspection & Reporting</u></i></p> <p>a. Undertake visual inspection of the Project Area along with the Service Provider in the pre, during and post-watering periods of each season.</p> <p>b. Monitor and verify independently values for KPIs and KMIs as recorded/computed by the Service Provider, through site visits, physical survey, mobile application data, remote sensing methods (as applicable), in accordance with the methodology and formats provided in Appendix J.</p> <p>c. Assist Service Provider in preparation of Seasonal Performance Report (SPR) for the first one season of the Operation Period i.e. Khariff 2024).</p>

<p>Project Period (Duration of each Project Period is further detailed in Appendix A)</p>	<p>Obligations of the Employer</p>
	<ul style="list-style-type: none"> d. Ensure dismantling of outlet gates across the canal network after last watering of the season. e. Timely review and approval of Seasonal Performance Report for every season. f. Timely release of payment linked to Seasonal Performance Report. g. Before taking hand over the Project Area on Intended Completion date or on Termination (as per GCC 2.6), the Employer and Irrigation and Waterways Department, Government of West Bengal along with the Service Provider, shall conduct joint inspection of the Project Area to identify any permanent damage to the civil and/or mechanical structures/installations in the Project Area, including head regulators, cross regulators, weirs, outlets, outlet gates, canal embankment, canal bed, etc., caused due to reasons within the control of the Service provider.
<p>Governing Obligations of Employer</p>	<p>For monitoring the defined compliance and performance indicators and accordingly making payments, the following governance obligations of the Employer are envisaged. A checklist of the key items to be verified prior to each payment has been provided in Appendix B.</p> <p><u>During the Project Period:</u></p> <ul style="list-style-type: none"> a. Verify and evaluate the KPIs and KMIs submitted by the Service Provider. b. Ensure farmer mobile application platform is functional and data is shared regularly with the Service Provider. c. Ensure that the remote sensing technology is functional throughout the Project Period. <p><u>Study Period:</u></p> <ul style="list-style-type: none"> a. Verifying the details provided by the Service Provider in the Comprehensive Assessment Report (CAR). <p><u>Operation Period</u> – Visual inspection of the Project Area will be done on weekly basis, and the following activities will be undertaken: <u>Before each cropping season</u></p>

Project Period (Duration of each Project Period is further detailed in Appendix A)	Obligations of the Employer
	<p>a. Providing planned water availability (total volume, minimum discharge and hours of supply) at the head of the canal for the season to the Service Provider prior to the irrigation season as per the timeline provided in Appendix A.</p> <p>b. Circulation of Approved Irrigation Schedule for the command area to the relevant stakeholders and take necessary steps to publish the same for the Farmers, before the commencement of first watering of the season as per the timeline provided in Appendix A.</p> <p>c. In case of revisions to the planned water availability, intimate the same to the Service Provider immediately, to enable the Service Provider to revise the Irrigation Schedule and Seasonal Operational Plan (SOP) at any point prior to the irrigation season.</p> <p><u>During each watering period of the cropping season:</u></p> <p>a. Verify independently values for KPIs and KMIs as recorded/computed by the Service Provider, through site visits, physical survey, mobile application data, remote sensing methods (as applicable), in accordance with the methodology and formats provided in Appendix J.</p> <p><u>End of each cropping season</u></p> <p>a. Computing the penalties and incentives accruing for the season and preparing a payment draft.</p>

Appendix G - Performance Incentive Compensation

Performance Incentive Compensation Appendix Provisions

ARTICLE 1- GENERAL

1.1 Documents Comprising the Performance Incentive Compensation Appendix

The Performance Incentive Compensation Appendix consists of:

- (a) the Performance Incentive Compensation Appendix Provisions;
- (b) Attachment #1G Incentive Compensation Calculation Procedure Notes

ARTICLE 2- THE PERFORMANCE INCENTIVE COMPENSATION

2.1 Performance Incentive Compensation Limits

(1) The Performance Incentive Compensation paid to the Service Provider shall not exceed **Rs 32,72,000.00 (Rupees Thirty-two Lakhs Seventy-Two Thousand only)** over the term of the Contract.

(2) The actual amount paid to the service Provider as Performance Incentive Compensation shall be determined by the extent to which the Service Provider achieves the performance criteria set out in the Incentive Compensation Charts and by the application of the calculations set out in the Incentive Calculation Procedure Notes for the applicable Project Period.

**ATTACHMENT # 1G – APPENDIX G
INCENTIVE COMPENSATION CALCULATION PROCEDURE NOTES**

THE METHOD FOR CALCULATING PERFORMANCE INCENTIVE COMPENSATION IN EACH PROJECT PERIOD

The performance incentive will be paid to Service Provider based on based on percentage (%) additional area irrigated beyond minimum area to be irrigated.

1. Percentage additional area irrigated beyond minimum area to be irrigated

- Percentage Additional Area Irrigated = [Area irrigated in addition to the minimum area to be irrigated/ Minimum area to be irrigated as approved in the Irrigation Schedule] * 100
- Further details related to the Performance incentive payment is provided in Appendix J (KPI 3).
- The incentive amount will be paid based on the level of improvement in irrigation area achieved based on different slab rates, applicable for each season.
- Following table details the indicative incentive payout based on slabs of % improvement in area, to be paid to the Service Provider for achieving them.

Project Area	Season	Incentive for % Additional Area Irrigated (INR per hectare)				
		Up to 5%	5-10%	10 -15%	15-20%	More than 20%
CWP-6: Kana Damodar	Kharif	-	-	-	-	-
	Rabi	500	1000	1500	1800	2000
	Boro	500	1000	1500	1800	2000

Appendix H - Salient Features of Labour & Environment Protection Laws¹

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK

- (a) Employees Compensation Act 1923: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1961: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee
- (f) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

¹ This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply. The term 'contractor' also means 'Service Provider' referred to at other places in this bidding document.

- (g) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (h) Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.
- (i) Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.
- (k) Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back, etc.

- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First – Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.
- (q) Weekly Holidays Act -1942
- (r) Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.
- (s) Employer’s Liability Act, 1938: This Act protects workmen who bring suits for damages against employers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the employer or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.
- (t) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees’ State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.
- (u) The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the employer’s liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.

- (v) Industrial Employment (Standing Order) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

SALIENT FEATURES OF SOME OF THE MAJOR LAWS THAT ARE APPLICABLE FOR PROTECTION OF ENVIRONMENT.

1. The Environment (Protection) Act, 1986 and as amended: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. ‘Environment’ includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms and compliance requirements of the employer and any contractor on behalf of the employer.
3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.
4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for mattes connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the “protected property” are designated as “protected area” and “controlled area” respectively. No development activity (including building, mining,

excavating, blasting) is permitted in the “protected area” and development activities likely to damage the protected property is not permitted in the “controlled area” without prior permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.

8. The Environmental Impact Assessment Notification, 2006 and as amended: This provides for prior environmental clearance for new, modernization and expansion projects listed in Schedule 1 of the Notification. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any environmental management plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
9. The Water (Prevention and Control of Pollution) Act, 1974 as amended, and the Water (Prevention and Control of Pollution) Rules, 1975 as amended: These provide for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. ‘Pollution’ means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates waste water, and observe the required standards of establishment and operation of these items of work or installations; as well as install and operate all required waste water treatment facilities.
10. The Water (Prevention and Control of Pollution) Cess Act, 1977 and The Water (Prevention and Control of Pollution) Cess Rules, 1978: These provide for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Boards for the prevention and control of water pollution under the Water (Prevention and Control of Pollution) Act, 1974.
11. The Air (Prevention and Control of Pollution) Act, 1981 as amended, and the Air (Prevention and Control of Pollution) Rules, 1982: These provides for prevention, control and abatement of air pollution. ‘Air Pollution’ means the presence in the atmosphere of any ‘air pollutant’, which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates air pollution such as batching plants, hot mix plants, power generators, backup power generation, material handling processes, and observe the required standards of establishment and operation of these items of work or installations.

12. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.
13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.
14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.
15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal

plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.

21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.
22. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.
23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.
24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
25. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
26. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.

27. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.
28. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater abstraction through digging any bore well or through any other means; and will to ensure full compliance to these rules and any conditions imposed in the permit.
29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for for safe and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.
30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit foe sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.
31. National Building Codes of India, 2005 and as amended: This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements; stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical gadgets, equipment and accessories; and all other such codes incidental to the Contract.

Appendix I-Appointment of Adjudicator

Suggested Draft of **Letter of Appointment of Adjudicators** in contracts

Sub: _____ (Name of the Contract)

To

Name and address of the Adjudicator

We hereby confirm your appointment as adjudicator for the above contract to carry out the assignment specified in this Letter of Appointment.

For administrative purpose _____ (*name of the officer representing the employer*) has been assigned to administer the assignment and to provide the Adjudicator with all relevant information needed to carry out the assignment on behalf of both the employer and the Service Provider. The services will be required during the period of contract for the Services (Name of the Contract) _____.

The Adjudicator shall visit the site once in 3 (three) months till the completion of the Services indicated above or as specifically requested by employer/service provider for the period up to the end of defects liability period with prior intimation to the employer and the service provider. The duration of each visit shall ordinarily be for one day only. These durations are approximate and (*Additional Project Director -III, DPMU-I, WBMIFMP and Name of the Service Provider*) may find it necessary to postpone or cancel the assignment and/or shorten or extend the duration.

The appointment will become effective upon confirmation of letter by you. The appointment of Adjudicator shall be liable for termination under a 30 (thirty) days written notice from the date of issue of the notice, if both Employer and the Service Provider so desire. Also the appointment shall automatically stand terminated 14 days after the defect notice / correction period as stated in Clauses 7.1 of GCC/SCC is over.

The Adjudicator will be paid a fee of Rs. _____ (Rupees _____ only) per each day of visit at the worksite. The actual expenses for boarding and traveling in connection with the assignment will be reimbursed to the Adjudicator. The Adjudicator will submit a pre-receipted bill in triplicate to the employer indicating the date of the visit, fees for the visit and a proof in support of the actual expenditure [only for items valued above Rs200 each] incurred by him against boarding, lodging and traveling expenses after performing the visit on each occasion. The Employer will make the admissible payment (both the Employer's and the Service Provider's share) to the Adjudicator within 30 days of the receipt of the bill. The Service Provider's share on this account (half the paid amount) will be recovered by the Employer from the Service Provider's bills for the Services.

In accepting this assignment, the Adjudicator should understand and agree that he is responsible for any liabilities and costs arising out of risks associated with travel to and from the place of emergency repatriation, loss or damage to personal/professional effects and property. The Adjudicator is advised to effect personal insurance cover in respect of such risks if he does not already have such cover in place. In this regard, the Adjudicator shall maintain appropriate medical, travel, accident and third-party liability insurance. The obligation under this paragraph will survive till termination of this appointment.

Procedures for resolution of disputes by the Adjudicator is described in the contract of _____ (name of the contract) between the employer and the Service Provider vide clause 8 of GCC/SCC. Your recommendation should be given in the format attached, within 28 days of receipt of a notification of dispute.

The Adjudicator will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and will conduct himself in a manner consistent herewith. After visiting the site, the Adjudicator will discuss the matter with the Employer and if necessary with the Service Provider before arriving at any decision.

The Adjudicator will agree that all knowledge and information not within the public domain, which may be acquired while carrying out this service shall be all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any party whatsoever, except with the permission of the employer and the Service Provider. The Adjudicator's decision should be communicated in the form of a speaking order specifying the reasons.

The Adjudicator will agree that any manufacturing or construction or consulting firm with which he might be associated with, will not be eligible to participate in bidding for any goods or works or non-consulting or consulting services resulting from or associated with the project of which this non-consulting assignment forms a part

Read and Agreed

Name of Adjudicator
Signature

Place:

Date:

Name of Employer Additional Project Director -III, DPMU-I, WBMIFMP
Signature of authorized representative of Employer

Name of the Service Provider
Signature of authorized representative of Service Provider

Attachment: Copy of contract document between the employer and Service Provider and format for recommendation.

SUMMARY OF ADJUDICATOR'S RESPONSIBILITIES

The Adjudicator has the following principal responsibilities:

1. Visit the site periodically.
2. Keep abreast of job activities and developments.
3. Encourage the resolution of disputes by the parties.
4. When a dispute is referred to it, conduct a hearing (no legal presentation), complete its deliberations, and prepare recommendations in a professional and timely manner (as per sample format)

Sample Format of Adjudicator’s Recommendation

[Project Name] Recommendation of Adjudicator

Dispute No. XX [*NAME OF DISPUTE*]

Hearing Date: _____

Dispute

Description of dispute. A one or two sentence summation of the dispute.

Service Provider’s Position

A short summation of the Service Provider’s position as understood by the Adjudicator.

Employer’s Position

A short summation of the Employer’s position as understood by the Adjudicator.

Recommendation

The Adjudicator’s specific recommendation for settlement of the dispute. (*The recommended course is consistent with the explanation*).

Explanation

(*This section could also be called Considerations, Rationale, Findings, Discussion, and so on.*)

The Adjudicator’s description of how each recommendation was reached.

Respectfully submitted,

Date: _____

Date: _____

Date: _____

Appendix J-Project Indicators and their Monitoring

There are five Project Indicators defined for the project – three Key Performance Indicators (KPIs) and two Key Monitoring Indicators (KMIs). *All KPIs and KMIs shall be calculated by mathematically rounding off the calculated indicator, to the nearest whole number.*

KPI 1: Reliability of Supply

A. Definition

Reliability of Supply measures the adherence of the Service Provider to the approved Irrigation Schedule in delivery of water and identify delays and shortcomings in delivering water at the outlets. The value needs to be recorded throughout the watering period and evaluated for every watering period within the season.

Calculated as:

1. $T_{SP} = T_{act} - T_{IS}$
2. $T_D = D_{IS} - D_{act}$

Wherein,

T_{SP} – Average delay in water delivery at the outlets

T_{IS} – Weighted Average Target Commencement time of water delivery at the outlets as per approved Irrigation Schedule (Weighted by Stretch Target Area to be irrigated)

T_{act} - Weighted Average Actual Commencement Time of water delivery at the outlets, provided $T_{act} > T_{IS}$ (Weighted by Stretch Target Area to be irrigated)

T_D – Average shortage in duration of water delivery at the outlets

D_{IS} – Weighted Average duration for which water has to be delivered at the outlets (Weighted by Stretch Target Area to be irrigated)

D_{act} – Weighted Average duration for which water was delivered at the outlets (Weighted by Stretch Target Area to be irrigated)

Note: Negative values to be considered as zero for calculation purpose

B. Detailed Methodology to Calculate, Report and Validate

Step 1: Declaration of target time by the Service Provider – The Service Provider shall define Date & Time of release of water at initial head of the canal as well as set target water delivery start date and time in the Draft Irrigation Schedule and the same will be approved by the Employer or Irrigation and Waterways Department, Government of West Bengal. Target time from release of water at Initial Head shall thereafter be calculated ($T_{IS(i)}$ where i =Stretch number) for the outlets in the Project Area. The Service Provider shall also present the target duration ($D_{IS(i)}$ where i =Stretch number) for which water will be delivered at the outlets in the Draft Irrigation Schedule.

Step 2: Self Reporting by the Service Provider –

A. Regular data on head and gate opening at every head and cross regulator (including outlet gate status)

The Service Provider shall be self-reporting the regular data on head and gate opening at every head and cross regulator present in the Project Area.

i. Reporting through farmer mobile application:

1. The Service Provider shall report at least 4 readings between 5 am to 9 pm per day for every head and cross regulator in the Project Area through farmer mobile application. The Service provider shall also upload real-time photo along with every reading reported in the farmer mobile application while reporting which shall be time and location stamped.
2. In addition to 4 readings between 5 am to 9 pm, the Service Provider shall also ensure that the hourly reading is reported through farmer mobile application whenever the head or cross-sectional area of the gate is changed.

The following are the aspects that are to be reported by the Service Provider in the farmer mobile application:

- Chainage of the head /cross regulator
- Time
- Head (in ft)
- Number of gates opened
- Cross sectional area of the gates opening - for each gate (ft²)
- Upload real-time photo covering head reading and gate opening
- Details of closed outlet gates for any stretch during its watering schedule, including reason for the same (such as local rainfall, etc.)

- ii. Manual reporting of regular data – In addition to the reporting through farmer mobile application, the Service Provider shall manually record hourly readings for the head and gate opening for every head and cross regulator present in the Project Area.

The manual readings recorded shall be in line with the regular data reported through the farmer mobile application. In case of any deviation, the readings reported in farmer mobile application shall be considered.

B. Volume of water delivered at every head regulator and cross regulator (at season end)

At the end of every season, the Service Provider shall compile all the regular data recorded on mobile application and self-report the following aspects:

1. Volume of water delivered at every head regulator and cross regulator in the Project Area: Based on the regular data recorded on mobile application, the Service Provider shall calculate the hourly discharge and total volume of water delivered at every head and cross regulator. The data shall be presented as part of the Seasonal Performance Report (SPR) and the format for reporting in the Seasonal Performance Report (SPR) is provided in the section below:
 - The volume of water delivered at the initial head of the canal (first head regulator from where the Service Provider is responsible for operations) = $V_i = V_{i \text{ actual}}$

Data Format to be provided by the Service Provider – for initial head of the canal (first head regulator from where the Service Provider is responsible for operations)						
Date	Time	Head (ft)	Gate Opening		Discharge Q (Cusec)	Volume (Acre ft)
			Shutter 1 (ft)	Shutter 2 (ft)		
<For all dates within the watering periods>	<Time of 4 readings and every gate change>	<Recorded head during each reading>	<cross sectional area of the gate opening>	<cross sectional area of the gate opening>		
Watering Period 1						
Watering Period 2						
Total						Vi

- The volume of water delivered at each of the head regulator /cross regulator in the Project Areas = V_1, V_2, V_3, \dots etc.,

Data Format to be provided by the Service Provider – For all head regulators (HR) and cross regulators (CR) in the Project Area							
HR /CR	Date	Time	Head (ft)	Gate Opening		Discharge Q (Cusec)	Volume (Acre ft)
				Shutter 1 (ft)	Shutter 2 (ft)		
<For all HR & CR>	<For all dates within the watering periods >	<Time of 4 readings and every gate change>	<Record ed head during each reading >	<cross sectiona l area of the gate opened >	<cross sectiona l area of the gate opened >		
HR 1							
	Total						V₁
CR 1							

Data Format to be provided by the Service Provider – For all head regulators (HR) and cross regulators (CR) in the Project Area							
HR /CR	Date	Time	Head (ft)	Gate Opening		Discharge Q (Cusec)	Volume (Acre ft)
				Shutter 1 (ft)	Shutter 2 (ft)		
						Total	V₂
HR 2							
						Total	V₃
CR 2							
						Total	V₄
Etc.,							

C. Water delivery data (for every watering period)

The Service Provider shall report the actual time of water delivery at all the outlets for every watering period against the target time of water delivery as per the approved Irrigation Schedule in the Season. The average delay in the delivery of water at the outlets will then be calculated as T_{SP}, as per methodology provided in the table below.

The Service Provider shall also report the actual duration for which water was delivered at each outlet against the target duration. The average shortage in duration of water delivery at outlets will then be calculated as T_D, as per methodology provided in the table below.

In the Seasonal Performance Report (SPR), the average delays - T_{SP} and average shortage in water delivery – T_D shall be reported in the following format by the Service Provider for each watering period of the irrigation season:

Date & Time of release of water at initial head of the canal as per Irrigation Schedule (first head regulator from where the Service Provider is responsible for operations)										Date:	Time:
Stretch	Target Start Date & Time	Actual Start Date & Time	Stretch Target Area to be irrigated (in acres)	Target Time from release of water at Initial Head* (hours)	Actual Time from release of water at Initial Head* (hours)	Target End Date & Time	Actual End Date & Time	Target Duration (hours)	Actual Duration (hours)	Details of closed outlets during stretch watering	Remarks (reason for closed outlets) #
S1			A ₁	T _{IS1} =	T _{act1} =			D _{IS1} =	D _{act1} =	O1 (say)	
										O3 (say)	
S2			A ₂	T _{IS2} =	T _{act2} =			D _{IS2} =	D _{act2} =		
etc.,											
Grand Total			Σ A								
Weighted Average Commencement time				$T_{IS} = \frac{\sum T_{IS(i)} * A(i)}{\sum A}$ (i= stretch number)	$T_{act} = \frac{\sum T_{act(i)} * A(i)}{\sum A}$ (i= stretch number)	Weighted Average Duration		$D_{IS} = \frac{\sum D_{IS(i)} * A(i)}{\sum A}$ (i= stretch number)	$D_{act} = \frac{\sum D_{act(i)} * A(i)}{\sum A}$ (i= stretch number)		
Average Delay in Water delivery at the outlets				$T_{SP} = T_{act} - T_{IS}$		Average Shortage in duration of Water delivery at the outlets*		$T_D = D_{act} - D_{IS}$			

***Note:**

- Considering the dependencies on variables in delivering canal water at the outlets, a delay of 6 hours for an outlet is allowed. The delay will be calculated for beyond 6 hours of delay from the target delivery time for any stretch.
- The duration (hours) for which water is provided below Full Supply Level (FSL) in any stretch would not be considered to assess / calculate the total effective period of irrigation

Step 3: Regular Inspection by Employer and Irrigation and Waterways Department, Government of West Bengal– The Employer or Irrigation and Waterways Department, Government of West Bengal shall analyze the self-reported data for reliability of supply based on the regular data of head and gate opening at every head and cross regulator as well as outlet gate data as provided by the Service Provider. It is considered that the water is delivered at the outlets present between two regulators when the water supply level at the downstream regulator reaches to Full Supply Level (FSL) unless outlet gate(s) are reported closed using the mobile application. The actual time at which the water has been delivered at different outlets shall then be calculated and thereby validated against the data reported by the Service Provider. Accordingly, the average delay ($T_{SP \text{ corrected}}$) and average shortage in water delivery ($T_{D \text{ corrected}}$) shall be rectified based on the calculations.

The Employer or Irrigation and Waterways Department, Government of West Bengal shall validate the actual start time and duration of water delivery at the select outlets based on regular inspections during the watering period and farmer inputs in the farmer mobile application.

Allowance for deviation:

Sr No	Description	Deviation	Value to be considered
1	Average delay in water delivery at the outlets	Equal to or less than 5%	T_{SP}
2	Average delay in water delivery at the outlets	More than 5%	$T_{SP \text{ corrected}}$
3	Average shortage in water delivery at the outlets	Equal to or less than 5%	T_D
4	Average shortage in water delivery at the outlets	More than 5%	$T_{D \text{ corrected}}$

C. Incentive and Liquidated Damages applicable

For the Project Area, the average delay and average shortage in duration of water delivery shall be determined for complete Reliability of Supply (**KPI-1**).

Sr No	Description	LD
1	Average delay in water delivery at the outlets	INR 225 per hour of average delay
2	Average shortage in duration of water delivery at the outlets	INR 225 per hour of average delay
3	Water was not delivered in a particular stretch throughout the scheduled watering period	INR 5000 per km per scheduled watering per stretch

The LD shall not be applicable if

- If there is delay in supply of water at the initial head of the canal by the Employer compared to the Irrigation Schedule

- In case of variation of quantity of water provided by the Employer at the head of the canal. In case of x% deviation observed in quantity of water supplied by the Employer, 2x% (rounded off to nearest whole number) of the outlets shall be exempted for computation of average delay and shortage in water delivery at the outlets.

D. Reporting and Monitoring Obligations of the Service Provider and the Employer

Obligations of the Service Provider	Obligations of the Employer
<ul style="list-style-type: none"> ➤ Declaration of target time for delivery of water at stretches/outlets in the Irrigation Schedule. (Frequency – every season covering all watering) ➤ Reporting actual time of water delivery at the stretches/outlets in SPR (Frequency – every season covering all watering) ➤ Declaration of target duration of water delivery at the stretches/outlets in Irrigation Schedule (Frequency – every season covering all watering) ➤ Reporting actual duration of water delivery at the stretches/outlets in SPR (Frequency – every season covering all watering) ➤ Regular reporting on head and gate opening for all head and cross regulators, details of closed outlet gates (for all watering) in farmer mobile application along with real time photo (Frequency – every day – 4 readings and during every gate change) ➤ Consolidated reporting of hourly data for all head and cross regulators and all watering as per the formats provided including discharge and volume calculations (Recording Frequency – Every day of watering period- 4 readings and during every gate change, Reporting Frequency – End of Season) 	<ul style="list-style-type: none"> ➤ Validate values reported for delay in delivery of water at the stretches/outlets and shortage in duration of water delivery at the stretches

KPI 2: Prompt Action Delays

A. Definition

Prompt Action Delay measures for timely completion of pre-operational services and completion of repair /maintenance activities identified during irrigation. The following are the delays that shall be considered for monitoring -

- Delay in completion of pre-operational services = D_P
- Delay in completion of identified maintenance /repair works during irrigation = D_D

Calculated as: Prompt Action Delay (D) = $D_P + D_D$

$$D_P = (P_{\text{fact}} - P_{\text{sop}})$$

$$D_D = (D_s - D_i) + (D_f - D_s - AT)$$

where,

P_{sop} – Planned date of completion of pre-operational services as per SOP

P_{fact} – Actual date of completion of pre-operational services

D_i – Date of identification of every repair /maintenance work (during irrigation season)

D_s – Starting date for every repair /maintenance work identified (during irrigation season)

D_f – Finishing date for every repair /maintenance work identified (during irrigation season)

AT – Allowable Time for completing the specific type of repair works as per schedule approved in CAR /SOP

B. Detailed Methodology to Calculate, Report and Validate

Step 1: Self reporting by the Service Provider – The Service Provider will self-report the actual completion date for pre-operational services and completion date for each of the repair /maintenance work identified during irrigation.

1. Pre-operational services – The Service Provider shall have submitted the proposed completion date for undertaking pre-operational services in the SOP and the same shall be approved by the Employer. He shall report the actual date of completion of all pre-operational services (P_{fact}) in the Pre-Irrigation Season Report submitted before the first watering. The delay in completion of pre-operational services will then be computed as $P_{\text{Fact}} - P_{\text{SOP}}$ (in days).
2. Identified maintenance /repair works during irrigation – The Service Provider shall have presented Allowable Time (AT) for completion of specific type of repair /maintenance works to be undertaken during the irrigation season. The Service Provider shall self-report the delays in completion of identified repair /maintenance works with respect to the timelines defined for completion of different types of maintenance /repair work (that fall under the scope of the Service Provider) in the SOP. For every incidence of maintenance /repair works identified, the following details will be reported by the Service Provider at the end of the season:

D_i - Date of identification of incidence of maintenance /repair work

D_s – Date of starting the repair /maintenance work

D_f – Date of completion the repair /maintenance work

The self-reporting will be done in the following format by the Service Provider in the Seasonal Performance report (SPR):

Sr No	Chainage		Date of identification	Date of starti ng	Type of repair work identi fied	Identifi ed by	Date of completi on	Time taken for completi on	Allowab le time for completi on (As per CAR)	Dela y (In days)
	From	To								
1										D_1
2										D_2
3										
.										
.										
.										
2 5										D_{25}
	Total									D D

Step 2: Regular Inspection by Employer and Irrigation and Waterways Department, Government of West Bengal– The Employer and Irrigation and Waterways Department, Government of West Bengal shall undertake regular inspections to identify unattended /identified repair /maintenance works.

In addition, the Employer and Irrigation and Waterways Department, Government of West Bengal shall also consider the repair /maintenance works based on the incidences reported by the farmers in the farmer mobile app.

The Employer and Irrigation and Waterways Department, Government of West Bengal shall document the following dates for each of the repair /maintenance works identified to validate the self-reporting by the Service Provider:

- Actual date of finishing the pre-irrigation maintenance works
- Date of identification /notification of repair /maintenance works
- Actual start and finish date of repair /maintenance works identified

In case the repair /maintenance work (within the scope of the Service Provider) is identified and reported by the Irrigation and Waterways Department or by the farmers and not by the

Service Provider, the Service Provider shall be liable to pay a LD of Rs. 1000 for each such identification.

C. Incentive and Liquidated Damages applicable

Sr No	Delay (in days)	LD
1	Delay in completion of pre-operational services = D _P	INR 500 per every day
2	Delay in completion of identified maintenance /repair works during irrigation = D _D	INR 2000 per every day
3	Repair /maintenance work identified by Employer /IWD /Farmer	INR 1000 per repair work identified by Employer /IWD /Farmer

D. Reporting and Monitoring Obligations of the Service Provider and the Employer

Obligations of the Service Provider	Obligations of the Employer
<ul style="list-style-type: none"> ➤ Report delays in completion of pre-operational services (Frequency – end of every season) ➤ Report delays in completion of repair /maintenance works identified during irrigation (Frequency – end of every season) 	<ul style="list-style-type: none"> ➤ Independently perform regular inspections to identify unattended /identified repair /maintenance works ➤ Validate data reported by the Service provider

KPI 3: Area irrigated**A. Definition**

The KPI on area irrigated measures the compliance to the minimum area to be irrigated in every season as approved by the Employer or Irrigation and Waterways Department, Government of West Bengal in the Irrigation Schedule as well as the impact of implementation of Optional Activities by the Service Provider in the Project Area in terms of additional area irrigated beyond the target minimum area.

Calculated as: I_{SP} in Hectares

where,

I_{SP} – Actual area irrigated by the Service Provider

A_{IS} – Minimum area to be irrigated as approved in the Irrigation Schedule

IA_{SP} - Area irrigated in addition to the minimum area to be irrigated (also referred as Additional Area Irrigated)

Note: Only fully irrigated plots shall be considered for computation of additional area irrigated IA_{SP} .

Deviation in volume of water supplied at the head of the canal:

The Employer will provide confirmation on volume of water to be made available to the Service Provider at the head of the canal (V_i) prior to the preparation of Draft Irrigation Schedule. Based on the confirmation on volume of water to be made available, the Service Provider will compute minimum area to be irrigated (A_{IS}) and seek approval of the same. However, there could be deviation in the actual volume of water to be made available for the Service Provider.

If the deviation is communicated prior to the start of first watering period, the Service provider shall revise the Irrigation Schedule and seek approval from the Employer.

If the deviation was not communicated prior to the watering period and deviation is observed in actual volume of water supplied at head the canal ($V_{i\text{ actual}}$), the A_{IS} minimum area to be irrigated shall be adjusted as per the below table:

Sr No	Deviation in volume of water provided at the head (x%)	Minimum area to be irrigated (A_{IS})		
		<i>Kharif</i>	<i>Rabi</i>	<i>Boro</i>
1	up to +/- 2%	No change	No change	No change
2	up to +/- 5%	No change	2x%	No change
3	More than +/- 6% to 20%	x%	2x%	X%

4	More than +/-20%	No Liquidated Damages/ Performance Bonus shall be applicable corresponding to KPI 3
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B. Detailed Methodology to Calculate, Report and Validate if KPI has achieved Minimum Area to be Irrigated (A_{IS})

Step 1: Service Provider to set target for minimum area to be irrigated in the Draft Irrigation Schedule –

1. In the Comprehensive Assessment Report (CAR), the Service Provider shall have presented the exhaustive list of plots present in the command area and the same is to be approved by the Employer or Irrigation and Waterways Department, Government of West Bengal
2. Based on the water availability data made available by the Employer, the Service Provider shall then define the following in the Draft Irrigation Schedule
 - Minimum area to be irrigated during the season at Project Area level (A_{IS})
 - List of Mouzas to be irrigated along with the percentage share of area of each Mouza to be irrigated
 - List of Plots within each Mouza to be irrigated (fully and partial)

Details of target area to be irrigated – Planned minimum area to be irrigated						
Mouza No	Name	Total area (Ha)	Area to be irrigated (Ha)	% Area of Mouza to be irrigated	List of plots to be fully irrigated	List of plots to be partially irrigated
		Total	A_{IS} =			

Note: The values and the list presented by the Service Provider as part of Draft Irrigation Schedule shall be approved by the Employer or Irrigation and Waterways Department, Government of West Bengal.

Step 2: Service Provider to self-report on actual Area Irrigated – The Service Provider shall self-report the KPI Area Irrigated (I_{SP}) to exhibit its compliance with the minimum area to be irrigated (A_{IS}) at the end of every season in the Seasonal Performance Report (SPR). The reporting format is presented below:

Details on Actual Area Irrigated- to exhibit compliance to minimum area irrigated						
Mouza No	Name	Total area (Ha)	Area Irrigated (Ha)	% Area of Mouza irrigated	List of fully irrigated plots	List of partially irrigated plots
		Total	I_{SP} =			

** For any area to be considered as “Area Irrigated”, the number of watering received by the mouza needs to be equal to the number of watering planned as per the Irrigation Schedule.*

In preparing the SPR, the Service Provider shall ensure that no more than 10% of the plots reported for compliance with minimum area to be irrigated are deviating from the list of plots proposed and approved in the Irrigation Schedule. Further, the allowance of 10% deviation shall be considered only if the Deviated Plots meet all the following criteria:

- i. The Deviated Plots are enlisted under the exhaustive list of plots in the command area approved in the Comprehensive Assessment Report (CAR).
- ii. The Deviated Plots shall be adjacent to the actual plot irrigated that was part of target plots approved as per the Irrigation Schedule or the Deviated Plots shall be connected to the canal network.

Step 3: Validation of Mouza level Percentage Area Irrigated values through Remote Sensing Technology – The Employer and Irrigation or Waterways Department, Government of West Bengal shall validate the Area Irrigated at Mouza level using Remote Sensing Technology to check compliance with minimum area to be irrigated. It is envisaged that the combination of wetness index and Evapotranspiration (ET) models developed in GIS based on remote sensing technology shall be able to specify the extent of area of the mouza has been irrigated¹. Following approach methodology may be adopted.

- i. Firstly, IWD would assess the gross area irrigated mouza wise, based on remote sensing data analysis, as stated above.
- ii. Secondly, documentation on geo-referenced locations of the functional MI Installations (government /handed over/private) and their individual command areas /areas irrigated are to be made by the IWD for each of the mouzas, with the help of the 6th MI Census data to be collected from WRIDD.
- iii. Thirdly, such command areas of /areas irrigated by the functional MI Installations are to be deducted from the gross irrigated area assessed from remote sensing (stated in Sl i. above), to calculate the **1st round data of the area irrigated** mouza wise, **by using canal water**.
- iv. Fourthly, IWD will select 10% sample mouzas for ground tooting (physical verification), out of the total area under the contract of the ISP, for each of the irrigation seasons, based on the following considerations.
 - a) More or less 1/3rd of such sample mouzas should be at head, middle and tail reach of the canal network.
 - b) More or less 50% of the total mouzas should preferably have MI Installations.
- v. Fifthly, IWD will undertake plot wise physical verification in those sample mouzas, and assess the area irrigated by canal water only (i.e., excluding the plots served by the functional MI Installations), again mouza wise, keeping in view the considerations on

¹ ** For any area to be considered as “Area Irrigated”, the number of watering received by the mouza needs to be equal to the number of watering planned as per the Irrigation Schedule.*

Deviated Plots stated at **Step-2**. Area of Plots in excess of 10% of the plots mentioned in the approved Irrigation schedule or plots not meeting the requirements stated in **Step-2**, are to be further excluded from the area irrigated by canal water.

- vi. Sixthly, these physically verified mouza areas, are to be compared with the corresponding areas provided by the ISP in the SPR, and the ratio of total of the areas of the former (physically verified area) and the latter (area provided in the SPR) is to be calculated. Let it be denoted by R_m .
- vii. Seventhly, this ratio R_m is to be multiplied with the total of **1st round data of the area irrigated** (Vide Sl. iii above), to get the **total final total area irrigated by the ISP as per assessment of the IWD in any particular season**.

Step 4: Admissibility of claim and final consideration of payment- In case of variation of the total area claimed to be irrigated by the ISP and total final total area irrigated by the ISP as per assessment of the IWD (stated in Sl. vii above), the area claimed by the ISP would be considered as admissible for incentive /penalty for variation within +5% to -5%. In cases of variation exceeding the range either in the plus or minus side, the total final total area irrigated by the ISP as per assessment of the IWD, would be considered as admissible for incentive /penalty.

C. Incentive for area irrigated additionally and Liquidated Damages applicable if Minimum Area to be Irrigated (A_{IS}) is not achieved

- (ii) Limits and admissibility of Performance Incentive for area irrigated additionally beyond the minimum area (A_{IS}) have been detailed at **Appendix-G**.
- (iii) However, the Service Provider shall irrigate target minimum area to be irrigated (A_{IS}) as approved in the Irrigation Schedule. Failure to achieve the indicated minimum area calculated in accordance with Step-4 of the Paragraph “*B. Detailed Methodology to Calculate, Report and Validate*” above (permissible deviation of 2%), will result in following penalties
 - Kharif: INR 250 per hectare deviation from A_{IS}
 - Rabi: INR 350 per hectare deviation from A_{IS}
 - Boro: INR 350 per hectare deviation from A_{IS}

D. Reporting and Monitoring Obligations of the Service Provider and the Employer to exhibit achievement of Minimum Area to be Irrigated (A_{IS})

Obligations of the Service Provider	Obligations of the Employer
<ul style="list-style-type: none"> ➤ Declare target minimum area to be irrigated in the Irrigation Schedule (Frequency – every season) ➤ Report actual area irrigated against the target to exhibit compliance to target minimum area to be irrigated (Frequency – end of every season) 	<ul style="list-style-type: none"> ➤ Validate the value using remote sensing technology to estimate deviation in values reported ➤ Perform Primary Survey to validate value reported at mouza level

Obligations of the Service Provider	Obligations of the Employer
➤ Report mouzas and plots level details as specified in the formats (Frequency – end of every season)	➤ Calculate corrected value for area irrigated to exhibit compliance to target minimum area to be irrigated

E. Illustration exhibiting achievement of Minimum Area to be Irrigated (A_{IS})

For instance, we will consider CWP 1

- Total command area = 12,459 Ha
- Season: Boro
- Number of Mouzas = 150
- Average number of plots per mouza = 90 to 100
- Total cultivated area = $90\% \times 12459 = 11,200$ Ha
- Guaranteed volume of water made to be made available at the head of the canal = V_i
- Target minimum area to be irrigated = $A_{IS} = 11,000$ Ha
- Area irrigated by the Service Provider (self-reported) = $I_{SP} = 11,500$ Ha
- Area irrigated by the the ISP (assessed by IWD, as per Step-3 &4 of Para-B) = $I_{SPA} = 10400$ Ha
- Variation of I_{SPA} w.r.t I_{SP} is $9.6\% > 5\%$, hence irrigated area for incentive/penalty is 10400 Ha
 - $A_{IS} = 11,000$ Ha (Target minimum area to be irrigated)
 - $I_{SPA} = 10,400$ Ha (Corrected area irrigated based on RS technology and Physical survey).
 - Variation w.r.t target minimum area to be irrigated is 2.7% , $> 2\%$. Hence penalty would apply.

Service Provider failed to irrigate 600 Ha under the minimum area to be irrigated

LD applicable:

LD per hectare of Boro season = INR 350 per Ha deviation

Total LD = $600 \times 350 = \text{INR } 2,10,000.00$.

KMI 1: Capacity Building and Training of Farmers and Farmer Groups

A. Definition

Four indicators shall be measured for determining the effectiveness of the capacity building and training programs conducted by the Service Provider for the farmers and farmer groups

- a) Number of capacity building and training sessions conducted by Service Provider for the farmers during a particular season (N_{CF})
- b) Number of capacity building and training sessions conducted by Service Provider for the farmer groups during a particular season (N_{CG})

- c) Number of beneficiary farmers of the trainings during a particular season (N_{BF})
- d) Number of beneficiary farmer groups of the trainings during a particular season (N_{BG})

B. Detailed Methodology to Calculate, Report and Validate

Step 1: Service Provider to self-report all four indicators - Service Provider will self-report the four capacity building indicators during each season.

Key considerations:

- The Service Provider shall include a Capacity Building and training plan in the SOP prepared for a particular season in consultation and agreement with the Employer and Irrigation and Waterways Department, Government of West Bengal. The plan shall essentially contain the below:
 - Targets set by the Service Provider for each of the above-mentioned indicators.
 - The type of trainings to be provided to the Farmers and the Farmer Committees during the season
 - The profile of trainers planned to be engaged during the season
 - Trainings to farmers and farmer groups shall be monitored separately
- Service Providers to provide necessary supporting documents such as attendance and feedback forms of beneficiaries, pictures and videos of the sessions conducted, etc. to enable the Employer and Irrigation and Waterways Department, Government of West Bengal to monitor progress.
- Service Providers shall also ensure that same trainings are not provided to the same set of farmers or farmer groups.

Season	No of Training Sessions to Farmers	No of farmers to be benefitted	No Training Sessions to Farmer Committees	No of farmer committees to be benefitted
	(WUE at farm level, Crop Planning etc.,)		(Water Budgeting, Water Distribution etc.,)	
Kharif	Targets to be set by Service Provider during SOP – Approved by IWD			
Rabi				
Boro				

Step 2: Validation of indicators by Employer and Irrigation and Waterways Department, Government of West Bengal - The data on each indicator will be validated by Employer and Irrigation and Waterways Department, Government of West Bengal appointed by Employer and Irrigation and Waterways Department, Government of West Bengal (at project level) from supporting documents made available by the Service Provider- such as attendance and feedback forms of beneficiaries, proof of landholding by beneficiary, pictures and videos of the sessions conducted, etc.

Key considerations:

During verification, the Employer and Irrigation and Waterways Department, Government of West Bengal can ask for additional supporting documents from the Service Provider to ascertain the figures provided by the Service Provider

In the absence of supporting document or necessary clarifications, correction of the indicators as reported by the Service Provider may be recommended by Employer and Irrigation and Waterways Department, Government of West Bengal

Final Result:

The final value of the indicators shall be reported at project level based on the verified figures of all four indicators vis-à-vis the targets set in the SOP prepared for a particular season

C. Illustration

Sample computation methodology of the KMI for a particular season is provided below

Source	Details
Self-reported by Service Provider	$N_{CF} = 10$ $N_{CG} = 3$ $N_{BF} = 150$ $N_{BG} = 12$
Indicators reported and validated by Employer and Irrigation and Waterways Department, Government of West Bengal	$N_{CF} = 10$ $N_{CG} = 3$ $N_{BF} = 145$ $N_{BG} = 11$
Final Indicators to be reported	$N_{CF} = 10$ $N_{CG} = 3$ $N_{BF} = 145$ $N_{BG} = 11$

Payment for Capacity Building and Training: The expenses made against training and capacity building activities will be reimbursed at the price of INR 200 per farmer per day.

Note:

1. ***The total payment for optional services during any particular season shall be capped to 5% of the total O&M payment made during the season (for Milestones 2 and 3 combined including Liquidated Damages/ Performance Incentive payments, if applicable)***
2. While the number of training sessions and target farmers will be presented in the SOP and shall be approved by the Employer, the payments will be made against details provided in Seasonal Performance Report submitted by the Service Provider at the end of every season and approved by the Employer.

KMI 2: Use of Farmer Mobile Application

A. Definition

The KMI shall be measured for determining the effectiveness of Service Provider in promoting the use of mobile application (developed and promoted by Employer and Irrigation and Waterways Department, Government of West Bengal specifically for the WBMIFM project) by the farmers. Target for the KMI will be set by the Service Provider in the SOP prepared for a particular season and approved by Employer and Irrigation and Waterways Department, Government of West Bengal.

B. Detailed Methodology to Calculate, Report and Validate

Step 1: Computation of KMI for use of Farmer Mobile Application (by Employer and Irrigation and Waterways Department, Government of West Bengal)– The use of farmer mobile application shall be determined by the Employer and Irrigation and Waterways Department, Government of West Bengal, based on the participation of the farmers in providing inputs required for determination/ validation of the other key KPIs as mentioned below:

- KPI 1 - Reliability of Supply
- KPI 2 - Prompt Action Delays

The KMI will be reported at the project level as per the formula below

$$\text{Use of Farmer Mobile Application (in \%)} = [\text{MAXIMUM}(U_{KPI1}, U_{KPI2}) / U_T] * 100$$

where,

- U_{KPI1} = Total number of unique users providing inputs to KPI 1 on the mobile application during the season
- U_{KPI2} = Total number of unique users providing inputs to KPI 2 on the mobile application during the season
- U_T = Total number of unique users who have downloaded the mobile application

Key considerations:

- Target for this KMI will be set by the Service Provider in the SOP prepared for a particular season and approved by Employer and Irrigation and Waterways Department, Government of West Bengal.
- The date of computation for determination of the KMI shall be decided mutually and all data shall be extracted on the same date
- The installation of mobile app shall not be the explicit responsibility of the Service Provider, however the same may be encouraged by the Service Provider in the various forums

Final Result:

The final value of the KMI shall be reported at project level based on the verified figures of the KMI vis-à-vis the targets set in the SOP prepared for a particular season

C. Illustration

Sample computation methodology of the KMI for a particular season is provided below

Source	Calculations
Computation of KMI by Employer and Irrigation and Waterways Department, Government of West Bengal	$U_{KPI1} = 600; U_{KPI2} = 425; U_T = 1,250$ <i>Use of Farmer Mobile Application (in %) =</i> $(600 / 1,250) * 100\% = 48\%$

Appendix K-Project Reporting Format of Deliverables

This appendix presents sub-annexures covering the reporting formats for the following –

1. Comprehensive Assessment Report- Reporting Milestone 1
2. Seasonal Operation Plan- Reporting Milestone 2
3. Irrigation Schedule- Reporting Milestone 3
4. Pre-Irrigation Season Report- Reporting Milestone 4
5. Seasonal Performance Report (including reporting formats for KPIs)- - Reporting Milestone 5

Format for Comprehensive Assessment Report:

1. <u>Overview of Command Area - Canal</u>							
Level of Canal	Chainage - From	Chainage - To	Length of network				
L2							
L3							
L4							
2. <u>Mapping of Head and Cross Regulator</u>							
Chainage	Head /Cross Regulator	No. of gates	Dimension of gates	Other details			
3. <u>Details of Stretches and outlets</u>							
Stretch	Chainage - From	Chainage - To	List of Outlets	Area	Mouzas served		
					Full	Partial	
4. <u>Mapping of Overall Command Area</u>							
Mouza	Mouza No & Name	Total Area	Plot numbers in Mouza	Maximum Area that could be irrigated <i>(based on</i>	Possibly Irrigated Area	Possibly Irrigated Plots (full & partial) – Plot numbers	Possibly Irrigated Plots (full & partial) – Plot area

				<i>previous year data)</i>			
					Kharif - Rabi - Boro -	Kharif - Rabi - Boro -	Kharif - Rabi - Boro -

5. Cropping Pattern

Mouza – No. & name	Crops Practices in Kharif	Water requirement - Kharif	Crops Practices in Kharif	Water requirement - Rabi	Crops Practices in Boro	Water requirement - Boro

6. Irrigation Practices

Mouza – No. & name	Irrigation Practices in Kharif (crop wise)	Irrigation Practices in Rabi (crop wise)	Irrigation Practices in Boro (crop wise)

7. Farming Practices

Mouza – No. & name	List of progressive farmers	List of operational Farmer Committees /Groups, SHGs, NGOs, FPOs, FPCs etc.,	Capacity Building Needs - farmers	Capacity Building Needs – farmer groups

8. Farmer Mobile Application

Mouza	No. of farmers who have installed mobile application

9. Allowable Time

Type of repair /maintenance work	Allowable Time for completion

10. Performance Improvement Plan**KPI 3 – Area Irrigated (to determine target Minimum Area to be Irrigated)**

Mouza No.	Mouza Name	Total Area	Baseline area	Target Area to	Baseline plots irrigated (based	Target Plots to be irrigated

			irrigated (based on previous years data)	be irrigated	on previous years data)	
		Kharif- Rabi- Boro-	Kharif- Rabi- Boro-	Kharif- Rabi- Boro-	Kharif- Rabi- Boro-	Kharif- Rabi- Boro-

Format for Seasonal Operational Plan (SOP):

Overview of the Project Area					
Brief Description of Project Area					
Brief Description of Command Area					
Total Length of Canal network in Project Area	L2:		L3:		L4:
Total Length of Canal network to be operationalized in the season	L2:		L3:		L4:
Operational Plan (till the Canal Outlet)					
Manpower plan					
Activity Type			Provisioned Manpower		
Operating canal gate					
Operating outlets					
Operating flap gates					
Canal Inspection Schedule					
Date of inspection			Activities identified for inspection		
Pre-season Asset Checklist					
Asset Type	Asset Details		Status		
Head Regulator					
Cross Regulator					
Weirs					
Outlets					
Outlet Gates					
Canal Embankment					
Canal Bed					
Etc.					
Pre-Operational Services Planning					
Name of the Activity	Canal	Chainages	Total length (km)	Planned Start date of the activity	Planned Completion Days of the activity
Structural repair					

Clearing of debris					
Jungle Cutting /Vegetation removal					
Etc.,					
Water Optimization Plan					
Activities to be undertaken			Mouzas for which activity will be undertaken		
Installation of temporary pumps for lifting water from canal					
Providing Pumps for distribution from canal					
Installing Micro irrigation pumps					
Progressive Farmers identified and their numbers					
Capacity Building and Training Plan					
Activities to be undertaken	Frequency / Nos.	Description / Remarks			
Training sessions for the farmers Total farmers to benefit from the sessions		Details on following to be mentioned here: - Type of Training to be provided - Profile of the trainers			
Training sessions for the farmer committees Total farmer committees to benefit from the sessions		Details on following to be mentioned here: - Type of Training to be provided - Profile of the trainers			
Progressive farmers identified		Location of progressive farmers identified to be provided here (location can be provided in terms of Mouza)			

Format for Irrigation Schedule:

Total water available at head of the canal													
Planned number of watering for the season													
Minimum Area to be Irrigated													
Date & Time of release of water at initial head of the canal (first head regulator from where the Service Provider is responsible for operations)													
Canal and Chainage wise irrigation schedule													
Canal Details – Length of Canal Network to be operationalized			1 st Watering		2 nd Watering		3 rd Watering		4 th Watering		5 th Watering		
			Start date/ Time	End date/ Time	Start date/ Time	End date/ Time	Start date/ Time	Start date/ Time	End date/ Time	Start date/ Time	End date/ Time	Start date/ Time	End date/ Time
L2													
L3													
L4													
Canal Details			1 st Watering		2 nd Watering		3 rd Watering		4 th Watering		5 th Watering		
			Start date/ Time	End date/ Time	Start date/ Time	End date/ Time	Start date/ Time	End date/ Time	Start date/ Time	End date/ Time	Start date/ Time	End date/ Time	
Canal ABC*													
Stretch	Stretch Target Area to be irrigated (in acres)	Chainage details		1 st Watering		2 nd Watering		3 rd Watering		4 th Watering		5 th Watering	
		From	To	Start date/ Time	End date/ Time	Start date/ Time	End date/ Time	Start date/ Time	End date/ Time	Start date/ Time	End date/ Time	Start date/ Time	End date/ Time
S1													
S2													
S3													
Similarly for other Canals (Canal CDE*, DEF*, etc.)													
--													
--													

**Please note: The Canal Names (Canal ABC, BCD, CDE, etc. referred here are for example purpose only*

Target Mouzas and Plots to be irrigated					
Mouza No.	Mouza Number	Total area	Target Area to be irrigated	Percentage area of Mouza to be irrigated	List of plots to be irrigated
1		100 Ha	80 Ha	80%	Full Plots – 1, 3, 8, 10, etc. Partial Plots – 2, 5, 9, 13, etc.
2					
.					
.					

Format for Pre-Irrigation Season Services Report

Pre-Operational Services							
List of activities	Canal Level	Chainage (From – To)	Total Length executed(km)	Planned Start Date	Planned Completion date	Actual Start Date	Actual Completion date
Jungle Cutting /Removal of Vegetation							
Clearing Debris							
Oiling, cleaning of canal structures							
Etc.,							

Format for Seasonal Performance Report (SPR):**Reporting of KPI performance**

Overview of the Project Area			
Brief Description of Project Area			
Brief Description of Command Area			
Total Length of Canal network to be operationalized in the season	L2:	L3:	L4:
List of Head and Cross Regulators Operationalized			

Reporting Formats for KPIs**1. KPI 1 – Reliability of Supply**

Data Format to be provided by the Service Provider – for initial head of the canal (first head regulator from where the Service Provider is responsible for operations)						
Date	Time	Head (ft)	Gate Opening		Discharge Q (Cusec)	Volume (Acre ft)
			Shutter 1 (ft)	Shutter 2 (ft)		
<For all dates within the watering periods>	<Time of 4 readings and every gate change>	<Recorded head during each reading>	<cross sectional area of the gate opening>	<cross sectional area of the gate opening>		
Watering Period 1						
Watering Period 2						

Data Format to be provided by the Service Provider – for initial head of the canal (first head regulator from where the Service Provider is responsible for operations)						
Date	Time	Head (ft)	Gate Opening		Discharge Q (Cusec)	Volume (Acre ft)
			Shutter 1 (ft)	Shutter 2 (ft)		
					Total	Vi

Data Format to be provided by the Service Provider – For all head regulators (HR) and cross regulators (CR) in the Project Area							
HR /CR	Date	Time	Head (ft)	Gate Opening		Discharge Q (Cusec)	Volume (Acre ft)
				Shutter 1 (ft)	Shutter 2 (ft)		
<For all HR & CR>	<For all dates within the watering periods >	<Time of 4 readings and every gate change >	<Recorded head during each reading >	<cross sectional area of the gate opened >	<cross sectional area of the gate opened >		
HR 1							
						Total	V₁
CR 1							
						Total	V₂
HR 2							
						Total	V₃
CR 2							

Data Format to be provided by the Service Provider – For all head regulators (HR) and cross regulators (CR) in the Project Area							
HR /CR	Date	Time	Head (ft)	Gate Opening		Discharge Q (Cusec)	Volume (Acre ft)
				Shutter 1 (ft)	Shutter 2 (ft)		
	Total						V₄
Etc.,							

<i>Date & Time of release of water at initial head of the canal as per Irrigation Schedule (first head regulator from where the Service Provider is responsible for operations)</i>										<i>Date: Time:</i>	
Stretch	Target Start Date & Time	Actual Start Date & Time	Stretch Target Area to be irrigated (in acres)	Target Time from release of water at Initial Head* (hours)	Actual Time from release of water at Initial Head* (hours)	Target End Date & Time	Actual End Date & Time	Target Duration (hours)	Actual Duration (hours)	Details of closed outlets during stretch watering	Remarks (reason for closed outlets) #
S1			A ₁	T _{IS1} =	T _{act1} =			D _{IS1} =	D _{act1} =	O1 (say) O3 (say)	
S2			A ₂	T _{IS2} =	T _{act2} =			D _{IS2} =	D _{act2} =		
etc.,											
Grand Total			Σ A								
Weighted Average Commencement time				T_{IS}= Σ T_{IS(i)*A(i)/ Σ A} (i= stretch number)	T_{act}= Σ T_{act(i)*A(i)/ Σ A} (i= stretch number)	Weighted Average Duration		D_{IS}= Σ D_{IS(i)*A(i)/ Σ A} (i= stretch number)	D_{act}= Σ D_{act(i)*A(i)/ Σ A} (i= stretch number)		
Average Delay in Water delivery at the outlets				T_{SP}= T_{act} - T_{IS}		Average Shortage in duration of Water delivery at the outlets*		T_D= D_{act} - D_{IS}			

***Note:**

- Considering the dependencies on variables in delivering canal water at the outlets, a delay of 6 hours for an outlet is allowed. The delay will be calculated for beyond 6 hours of delay from the target delivery time for any stretch.
- The duration (hours) for which water is provided below Full Supply Level (FSL) in any stretch would not be considered to assess / calculate the total effective period of irrigation

2. KPI 2 – Prompt Action Delays

Pre-Irrigation Season Services							
List of activities	Canal Level	Chainage (From – To)	Total Length (km)	Planned Start Date	Planned Completion date	Actual Start Date	Actual Completion date
Jungle Cutting /Removal of Vegetation							
Clearing Debris							
Oiling, cleaning of canal structures							
Etc.,							

Sr No	Chainage		Date of identification	Date of starting	Type of repair work identified	Identified by	Date of completion	Time taken for completion	Allowable time for completion (As per CAR)	Delay (In days)
	From	To								
1										D ₁
2										D ₂
3										
·										
·										
·										
25										D ₂₅
	Total									D₀

3. KPI 3 –Area Irrigated

Details on Actual Area Irrigated– to exhibit compliance to minimum area irrigated						
Mouza No	Name	Total area (Ha)	Area Irrigated (Ha)	% Area of Mouza irrigated	List of fully irrigated plots	List of partially irrigated plots
Total			ISP =			

Details on Additional Area Irrigated						
Mouza No	Mouza Name	Target Minimum area (Ha)	Actual minimum area irrigated (Ha)	Additional Area Irrigated beyond minimum area (Ha)	No. & List of additional plots irrigated	
					<i>Full</i>	<i>Partial</i>

4. KMI 1 – Capacity Building and Training of farmers and farmer Groups

Capacity Building and Training			
Number of Training Sessions to farmers	Number of farmers benefitted	Number of Training Sessions to farmer groups	Number of farmer groups benefitted
		-	
		-	
Brief Description of topics covered and content of the trainings:			

Post-season maintenance activities:

Name of the Activity	Canal	Chainages	Total length (km)	Start date of the activity	Completion Date of the activity
Permanent rectification of fault lines in canal embankment					
Permanent rectification of ghoghes					
Etc.					

Major maintenance activities required to be undertaken by the Employer:

Name of the Activity	Canal	Chainages	Total length (km)	Details of the activity to be undertaken	Remarks
Structural collapse of regulator gate					
Structural collapse of cross drainage (non-regulatory) structure					
Etc.					

Post-season Asset Checklist		
Asset Type	Asset Details	Status
Head Regulator		
Cross Regulator		
Weirs		
Outlets		
Outlet Gates		
Canal Embankment		
Canal Bed		
Etc.		

Activities undertaken in accordance with the scope of work along with actual quantity executed for each activity (as approved by the Employer/ IWD)

Note: For intermediate submission in the middle of the season during the Operation period, the last column may be omitted

List of activities	Quantity Executed (as approved by the Employer)	Unit	Rate quote (in Rs. Per unit)	Actual Amount-APA (in Rs.)	Amount quoted - AP _Q (in Financial Proposal in Rs.)	Adjusted Amount-AP _{ADJ} (in Rs.)
O&M Works						
Pre-Operational Services						
Structural repair works in cross regulators, outlets, weirs, etc						
Jungle Cutting /Removal of Vegetation						
Clearing Debris and vents						
Oiling, cleaning of canal structures						
Closure of canal breaches						
Desilting of canal beds, and other earthworks for better delivery to fields						
Etc.,						
Routine maintenance during irrigation						
Earthworks such as maintaining slopes						
Providing gunny bags, barriers,						
Removing siltation						

List of activities	Quantity Executed (as approved by the Employer)	Unit	Rate quote (in Rs. Per unit)	Actual Amount-APA (in Rs.)	Amount quoted - AP _Q (in Financial Proposal in Rs.)	Adjusted Amount- AP _{ADJ} (in Rs.)
Periodic vegetative growth clearance						
Repairing of ghoghes, gauges, leakages						
Minor repairs to structures						
Etc.,						
Emergencies maintenance during irrigation						
Temporary rectification of fault lines in canal embankment						
Etc.						
Post-season maintenance activities						
Permanent rectification of fault lines in canal embankment						
Permanent rectification of ghoghes						
Etc.						
Manpower						
Provision of manpower for gate operation, operating outlets, flap gates						
Provision of manpower Inspection and survey of canal stretches and project area						
Cost of Key Personnel						

List of activities	Quantity Executed (as approved by the Employer)	Unit	Rate quote (in Rs. Per unit)	Actual Amount- AP _A (in Rs.)	Amount quoted - AP _Q (in Financial Proposal in Rs.)	Adjusted Amount- AP _{ADJ} (in Rs.)
Etc.						
Total O&M price for the season (in Rs.)				$\sum AP_A$	$\sum AP_Q$	$\sum AP_{ADJ}$

Note:

For calculation of O&M price for the season, the amount payable against each activity conducted (O&M Works and Manpower) shall be arrived at by multiplying the actual quantity executed during the season (as measured and approved by the Employer/IWD) with the rate quoted by the Service Provider in the Financial Proposal and thereafter adjusting the final amount in accordance with the following Adjustment provisions at the end of the season.

Condition	Adjustment Provisions
Case-I The final quantity of the work done differs from the quantity in the Bill of Quantities of the O & M quote for the particular item varies by any extent but the resultant impact does not exceed 1 percent of the Initial Contract Price	$AP_{ADJ} = AP_A$
Case-II The final quantity of the work done differs from the quantity in the Bill of Quantities of the O & M quote for the particular item varies and the resultant impact exceeds 1 percent of the Initial Contract Price	<i>As per sub-cases stated below</i>
Sub-case IIA AP_A is between $0.8 AP_Q$ - $1.2 AP_Q$	$AP_{ADJ} = AP_A$
Sub-case IIB AP_A is less than $0.8 AP_Q$	$AP_{ADJ} = AP_A + 0.2 * AP_Q$ i.e., the rate of the item would be adjusted (increased) by 25%.
Sub-case IIC AP_A is greater than $1.2 AP_Q$	$AP_{ADJ} = AP_A - 0.2 * AP_Q$ i.e., the rate of the item would be adjusted (reduced) by 25%.

Where,

AP_{ADJ} = Adjusted Amount Payable for an activity (in Rs.)

AP_Q = Amount Payable (in Rs.) for a particular activity as quoted in the breakdown of the quotation provided for each season and submitted as part of Financial Bid

AP_A = Amount Payable (in Rs.) for a particular activity as executed during the season = Actual quantity executed (as approved by the Employer/ IWD) * Rate quoted for the activity as part of Financial Bid

The Payment of O&M Price for the particular season shall be arrived at by summing up the Adjusted Amount Payable ($\sum AP_{ADJ}$) for all the undertaken activities during the season based on the information provided in the above table at the end of the season.

Key Considerations / Issues / Challenges faced by the Service Provider

Key Consideration / Issues / Challenge faced in the Command Area

Appendix L-Project Area Technical Details

Canal network inputs for CWP 6

S No.	CWP	Name of Canal	Chainage off take	Level	Length (km)	Design discharge (cumecs)	Bed Width (m)	FSD (m)
1	2	3	4	5	6	7	8	9
1	CWP-6	Kana Damodar	Ch. 3110.00 of LBMC	L2	52.79	31.57	31.30	0.56
2	CWP-6	D/1 of KD	Ch. 228.00 of KD	L3	48.62	6.46	8.00	-
3	CWP-6	KD-22		L4	7.06	0.71	1.22	0.08
4	CWP-6	KD-22A		L4	2.44	0.57	0.92	-
5	CWP-6	KD-26	Ch. 1360.10 of KD	L4	4.27	0.57	0.92	-
6	CWP-6	KD-27	Ch. 1414.50 of KD	L4	1.52	0.57	0.92	-
7	CWP-6	KD-29	Ch. 1461.70 of KD	L4	5.03	0.71	1.20	-
8	CWP-6	D/2 of KD	Ch. 1462.00 of KD	L3	28.71	7.00	8.00	-
9	CWP-6	Kalna Channel offtake at ch.15 of Kana Damodar	Ch. 15.00 of KD	L4	3.04	2.10	2.50	-
10	CWP-6	WC-6 of D-1	Ch. 474.74 of KD	L4	3.56	0.31	0.60	-

CWP	Name of Canal	Chainage off take	Level	List of Structures								
				Cross Regulator	Fall cum Regulator	Head Regulator	Box Syphon	HP Syphon	Aqueduct	Inlet	Fall	Escape with Regulator or Gate
CWP-6	D/2/B of KD	Ch. 574.28 of KD	L4	3	-	1	2	-	-	-	-	-

Section X - Contract Forms

Table of Forms

- 1. Letter of Acceptance**
- 2. Form of Contract**
- 3. Issue of Notice to proceed with the Services**
- 4. Performance Security**
- 5. JV Agreement**
- 6. Sub-contractor Agreement**

Notification of Award - Letter of Acceptance

[letterhead paper of the Employer]

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clauses 47. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the World Bank required under the Loan Agreement.]

Identification No and Title of Contract: Engagement of Irrigation Service Providers (ISPs) under WBMIFMP in Damodar Valley Command area *[insert identification number and title of the Contract]* *[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 *[insert amount in numbers and words]*, as corrected and modified¹ 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 to the name proposed for Adjudicator. The second option if the Bidder has objected to 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 to 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]* be appointed as the Adjudicator,

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 49.1

We note that as per your bid, you do not intend to subcontract any component of services.

¹ Delete "corrected and" or "and modified" if not applicable.

[OR]

We note that as per your bid, you propose to employ M/s. as subcontractor for executing

[Delete whatever is inapplicable]

You are hereby requested to furnish Performance Security, in the form detailed in ITB Clause 48.1 for an amount of Rs. ____ within 21 days of the receipt of this letter of acceptance, valid up to 28 days from the date of issue of the Certificate of Completion i.e. up to and sign the contract, failing which action as stated in ITB Clause 48.3 will be taken.

Please return the attached Contract dully 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, *[Additional Project Director -III, DPMU-I, WBMIFMP]* (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: "Additional Project Director -III, DPMU-I, WBMIFMP 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 Rs.....;
- (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: [*Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments and Reporting Requirements

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency – not used

Appendix E: Breakdown of Contract Price in Indian Rupees

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

Appendix H: Salient Features of Labour & Environment Protection Laws

Appendix I: Appointment of Adjudicator

Appendix J: Project Indicators and their Monitoring

Appendix K: Project Reporting Format of Deliverables

Appendix L: Project Area Technical Details

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*]

Additional Project Director -III, DPMU-I, WBMIFMP
[*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]

Issue of Notice to proceed with the Services

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Service Provider)

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 48.1, insurance policy as per GCC 3.4, methodology as stated in letter of acceptance and signing of the contract agreement for providing the Services of _____ at a Bid Price of Rs., you are hereby instructed to proceed with the execution of the said Services in accordance with the contract documents.

Yours faithfully,

Additional Project Director -III,
DPMU-I, WBMIFMP
(Signature, name and title of
signatory authorized to sign on
behalf of Employer)

Performance Security - Bank Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

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

To: Additional Project Director -III, DPMU-I, WBMIFMP

Kanainatsal, P.O – Sripally, Dist- Purba Bardhaman, PIN Code:713103 West Bengal

WHEREAS _____ *[name and address of Service Provider²]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ *[insert reference number of the contract]* dated _____ *[insert date]* to execute _____ *[insert name of Contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee³]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you forthwith, upon your first written demand and without cavil or argument or demur, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

² In the case of a JV, insert the name of the Joint Venture

³ An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sums, if any, and denominated in Indian Rupees.

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

This guarantee shall be valid until (i.e.)⁴ 28 days after the expected completion date as described in the GCC, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

⁴ *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 this paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to your written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

Joint Venture Agreement

THIS JOINT VENTURE AGREEMENT ("**Agreement**") is entered into on this *[Insert Date]* Day of *[Insert Month]* 202*[Insert Year]*

AMONGST

1. *[Insert name]*, incorporated, registered under the, and with its registered office at *[Insert registered office address]* (referred to as the **First Part** which expression will, unless repugnant to the context include its successors and permitted assigns);

AND

2. *[Insert name]*, incorporated, registered under the, and with its registered office at *[Insert registered office address]* (referred to as the **Second Part** which expression will, unless repugnant to the context include its successors and permitted assigns);

[[AND

3. *[Insert name]*, incorporated, registered under the, and with its registered office at *[Insert registered office address]* (referred to as the **Third Part** which expression will, unless repugnant to the context include its successors and permitted assigns).]

The above mentioned parties of the FIRST [and] [,] SECOND, [and] [,] [THIRD] are collectively referred to as the **Parties** and each is individually referred to as a **Party**.

WHEREAS

- (A) Irrigation and Waterways Department (IWD), Government of West Bengal (referred to as the **Employer**, which expression will, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids by its Request for Bid No. *[Insert RFB bid reference number]* dated *[Insert date]* (the **RFB**) for the selection of a Bidder for the Engagement of Service Providers for irrigation services under West Bengal Major Irrigation and Flood Management Project (WBMIFMP) in Damodar Valley Command area for Package CWP – 6 (the **Project**).
- (B) The Parties are interested in jointly bidding for the Project as Members of a Consortium and in accordance with the terms and conditions of the RFB.

- (C) It is a necessary condition under the RFB that the Members will enter into a Joint Venture Agreement and furnish a copy of it with the Contract.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this Agreement, the capitalised terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFB.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the **Consortium**) for the purposes of jointly participating in the Bid Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and or through any other consortium constituted for the Project, either directly or indirectly or through any of their Associates.

3. Covenants

- 3.1 The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, it will be entering into the Concession Agreement with Irrigation and Waterways Department, Government of West Bengal /Employer for undertaking the Project.
- 3.2 The Members of the Consortium undertake that they shall be jointly and severally responsible and liable for all matters arising out of or in relation to this RFB.

4. Role of the Parties

- 4.1 The Parties hereby agree that Party of the First Part will be the Member in Charge of the Consortium and will have the power of attorney from all Parties and bind all Parties for and in conducting all business for and on behalf of the Consortium during the Bid Process and, if the Consortium is declared as the Selected Bidder, during the execution of the Project. *[The scope of work of the Party of the First part to be added in Schedule 1A]*
- 4.2 Party of the Second Part will be responsible for performing following tasks during the project period *[Tasks to be finalized by Party of First Part and needs to be mutually agreed by the Party of the Second Part – To be added as Schedule 1B for the Agreement].*

4.3 Party of the Third Part will be responsible for performing following tasks during the project period *[Tasks to be finalized by Party of First Part and needs to be mutually agreed by the Party of the Third Part – To be added as Schedule 1C for the Agreement]*.

5. Representations of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) the execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any applicable law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;

- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement; and
- (e) there is no suspension or termination of any contract of any Party and/or calling of any performance security by an employer for reasons related to the non-compliance by such Party with any ESHS requirements or safeguard in the past 5 years that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Termination

This Agreement will be effective from the date hereof and will continue in full force for the entire duration of the Project in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is not selected for award of the Project, the Agreement will stand terminated upon return of the Bid Securing Declaration as per the RFB.

8. Miscellaneous

- 8.1 This Agreement will be governed by the laws of India.
- 8.2 The Parties acknowledge and accept that this Agreement will not be amended by the Parties without the prior written consent of the Irrigation and Waterways Department (IWD), Government of West Bengal or Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE FIRST PART by:	SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE SECOND PART by:
Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)
SIGNED, SEALED AND DELIVERED For and on behalf of the PARTY OF THE THIRD	

PART by:	
Signature) (Name) (Designation) (Address)	

In the presence of:

1

2.

Instruction:

1. *The mode of the execution of the Joint Venture Agreement should be in accordance with the procedure, if any, laid down by applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

Schedule 1

A. Scope of work of the First Part – Member in Charge

Period	Scope of Work /tasks
Study period	
Operation Period	Pre-Seasonal: During the season: Post Seasonal:

B. Scope of Work of the Second Part

Period	Scope of Work /tasks
Study period	
Operation Period	Pre-Seasonal: During the season: Post Seasonal:

C. Scope of Work of the Third Part

Period	Scope of Work /tasks
Study period	
Operation Period	Pre-Seasonal: During the season: Post Seasonal:

Subcontractor Agreement

THIS SUB-CONTRACTOR AGREEMENT ("**Agreement**") is entered into on this *[Insert Date]* Day of *[Insert Month]* 202*[Insert Year]*

AMONGST

1. *[Insert name]*, incorporated, registered under the, and with its registered office at *[Insert registered office address]* (referred to as the **Member in Charge** which expression will, unless repugnant to the context include its successors and permitted assigns);

AND

2. *[Insert name]*, incorporated, registered under the, and with its registered office at *[Insert registered office address]* (referred to as the **Sub-Contractor** which expression will, unless repugnant to the context include its successors and permitted assigns);

WHEREAS

- (A) Irrigation and Waterways Department (IWD), Government of West Bengal (referred to as the **Employer**, which expression will, unless repugnant to the context or meaning thereof, include its successors and assigns) has invited Bids by its Request for Bid No. *[Insert RFB bid reference number]* dated *[Insert date]* (the **RFB**) for the selection of a Bidder for the Engagement of Service Providers for irrigation services under West Bengal Major Irrigation and Flood Management Project (WBMIFMP) in Damodar Valley Command area for Package CWP - 6 (the **Project**).
- (B) The **Member in Charge** is interested in associating with the **Sub-Contractor** in accordance with the terms and conditions of the RFB. It is a necessary condition under the RFB that the Member in Charge will enter into Sub-Contractor Agreement with the Sub-Contractor.
- (C) The Sub-Contractor is appointed for execution of *[Optional Services]* *[and / or]* *[Services other than Optional Services]* as specified in Schedule 1 of the Agreement.
- (D) The total value of the Sub-Contractor will not exceed x% of the total Contract Value.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations

In this Agreement, the capitalised terms will, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Covenants

- 2.1 The Consortium or the Member in Charge shall be completely and severally responsible and liable for execution of the Project and all matters arising during the execution of the Project.

3. Role of the Parties

- 3.1 The Consortium or the Member in Charge will be solely responsible and liable for execution of the Project including for the tasks /activities to be performed by the Sub-Contractor. However, the Member in Charge will review and approve the tasks undertaken by the Sub-Contractor and ensure the quality of deliverables submitted by the Sub-Contractor.
- 3.2 The Sub-Contractor will be responsible for
- a. Performing specific tasks as per the scope of work assigned by the Member in Charge, as defined in Schedule 1 of the Agreement
 - b. Submit deliverables
 - c. Ensure quality of deliverables and abide to the timelines for delivering the tasks /deliverables as defined in Schedule 1 of the Agreement

4. Representations of the Parties

Sub-Contractor represents to the member in Charge as of the date of this Agreement that:

- (a) Sub-Contractor is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) the execution, delivery and performance by Sub-Contractor has been duly authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Sub-Contractor is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any applicable law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents;
- (c) this Agreement is the legal and binding obligation of Sub-Contractor, enforceable in accordance with its terms against it;

- (d) there is no litigation pending or, to the best of such Sub-Contractor's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement; and

5. Termination

This Agreement will be effective from the date hereof and will continue in full force for the entire duration of the Project in accordance with the Agreement unless terminated in accordance with Agreement.

6. Miscellaneous

- 6.1 This Agreement will be governed by the laws of India.
- 6.2 The Parties acknowledge and accept that this Agreement will not be amended by the Parties without the prior written consent of the Irrigation and Waterways Department (IWD), Government of West Bengal /Employer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED For and on behalf of the Member in Charge by:	SIGNED, SEALED AND DELIVERED For and on behalf of the Sub-Contractor by:
Signature) (Name) (Designation) (Address)	Signature) (Name) (Designation) (Address)

In the presence of:

1.

2.

Schedule 1 – Terms of Reference for the Sub-Contractor

A. Scope of work for the Sub-Contractor

B. Deliverable Schedule

C. Payment Schedule