

GOVERNMENT OF WEST BENGAL

PROJECT: *West Bengal Major Irrigation and Flood Management Project (WBMIFMP)*REQUEST FOR BID NO: WBMIFMP/APD-III/NCB/24-25/DWLR-CIVIL PART/L4 (3rd Call)

NATIONAL OPEN COMPETITIVE PROCUREMENT

(Two-Envelope Bidding Process with e-Procurement)

(FOR ITEM RATE/ADMEASUREMENT CONTRACTS IN CIVIL WORKS)

NAME OF WORK

Contract Title: - “Civil work in connection with installation of DWLRs including washing & cleaning of existing P - Tube, construction of protection works for DWLRs over existing P-Tube and new sinking of 100 mm dia P-Tubes and ancillary protection works in the DVCA districts under SWID”

Lot 4: Washing & cleaning of Existing 100 Nos. P-Tube and construction of 166 Nos. protection work for DWLR over existing P-Tube in Howrah, Hooghly, Bankura, Purba & Paschim Burdwan.

PERIOD OF DOWNLOADING OF BIDDING DOCUMENT ONLINE	FROM 04/10/2024 (10: 00Hours IST) TO 18/11/2024 (12:00 Hours IST)
LAST DATE AND TIME FOR RECEIPT OF CLARIFICATION BY BIDDERS	24/10/2024 UPTO 12:00 Hours (IST)
TIME AND DATE OF PRE-BID MEETING	30/10/2024 AT 12:00 Hours (IST)
START DATE AND TIME FOR SUBMISSION OF BID	06/11/2024 AT 17.00 Hours (IST)
LAST DATE AND TIME FOR RECEIPT OF BIDS	18/11/2024 UPTO 12:00 Hours (IST)
*TIME AND DATE OF OPENING OF BIDS – TECHNICAL PART	18/11/2024 AT 15:00 Hours (IST)
VALIDITY REQUIRED FOR BANK GURANTEE FOR BID SECURITY	AT LEAST UPTO 02/05/2025
TIME AND DATE OF OPENING OF BIDS-FINANCIAL PART	<i>The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.</i>
PLACE OF OPENING OF BIDS	Office of the Additional Project Director-III, DPMU-I, WBMIFMP, Address: Kanainatsal, P.O Sripally, Dist. Purba Bardhaman, PIN Code:713103 Country: India, Electronic mail address: apd3.dpmu1@gmail.com
OFFICER INVITING BIDS	<i>Additional Project Director-III, DPMU-I, WBMIFMP</i>

**Should be the same as the deadline for submission of bids or promptly thereafter. The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.*

REQUEST FOR BIDS
(RFB)

GOVERNMENT OF WEST BENGAL
West Bengal Major Irrigation and Flood Management Project
(WBMIFMP)

REQUEST FOR BIDS (RFB) E-Procurement Notice
(Two-Envelope Bidding Process with e-Procurement)

NATIONAL OPEN COMPETITIVE PROCUREMENT

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

Contract Title: - “Civil work in connection with installation of DWLRs including washing & cleaning of existing P - Tube, construction of protection works for DWLRs over existing P-Tube and new sinking of 100 mm dia P-Tubes and ancillary protection works in the DVCA districts under SWID”

Lot 4: Washing & cleaning of Existing 100 Nos. P-Tube and construction of 166 Nos. protection work for DWLR over existing P-Tube in Howrah, Hooghly, Bankura, Purba & Paschim Burdwan.

Loan No/Credit No./ Grant No.: IBRD-90250

RFB Reference No.:

1) WBMIFMP/APD-III /NCB/24-25/ DWLR-CIVIL PART/L4 (3rd Call)

Date: 04/10/2024

1. The Government of India **has received** for financing from the World Bank toward the cost of the **West Bengal Major Irrigation and Flood Management Project (WBMIFMP)** Project and intends to apply part of the proceeds toward eligible payments under the contract¹ for construction of works as detailed below.
2. 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 2020**” (“Procurement Regulations”) and is open to all Bidders as defined in the Procurement Regulations.
3. The **DPMU-I - WBMIFMP** (*implementing agency*) now invites online Bids from eligible Bidders for the construction of works detailed below in the table. The bidders may submit bids for any or all of the lots indicated therein. Interested bidders may obtain further information and inspect the bidding document at the address given below during

office hours. 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.

4. Bidders wishing to offer discounts in case they are awarded more than one lot will be allowed to do so, provided those discounts are included in the Letter of Bid.”
5. 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>.

Any bidder not having the DSC may obtain the same from NIC on payment of requisite fees before the bid submission deadline.

6. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on <https://wbtenders.gov.in> on or before **18/11/2024** up to **12:00** hours IST and the ‘Technical Part’ of the bids will be opened publicly 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.
7. All Bids must be accompanied by a Bid Security of the amount specified for the work in the table below, in the approved form, drawn in favour of **Additional Project Director -III, DPMU-I, WBMIFMP** 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 8.
8. 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.
9. A pre-bid meeting will be held on **30/10/2024** at **12:00** 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.

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. The bidding document / information is available online on **<https://wbtenders.gov.in>** OR **www.wbiwd.gov.in** from **04/10/2024 (from 10:00 Hours IST) to 18/11/2024 (upto 12:00 Hours IST)** free of cost. Bidders will be required to register on the website, which is free of cost. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
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.O – Sripally, Dist- Purba Bardhaman, PIN Code:713103 West Bengal*
 - (c) *Email: apd3.dpmu1@gmail.com*

TABLE

Package No	Name of Work	Bid Security (Rs.)	Cost of Document (Rs.)	Period of Completion
1	2	3	4	5
WBMIFMP/APD-III/N CB/24-25/DWLR-CIVIL PART/L4	Washing & cleaning of Existing 100 Nos. P-Tube and construction of 166 Nos. protection work for DWLR over existing P-Tube in Howrah, Hooghly, Bankura, Purba & Paschim Burdwan.	1.15 LAKH	Nil	180 Days including rainy and all other seasons

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

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PART 1 – Bidding Procedures

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 provision of Works as specified in Section VII, Works' Requirements. The name, identification and number of lots (contracts) of this RFB 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, and 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.
- (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; and
- (d) The term "ES" means environmental and social (including sexual exploitation and abuse (SEA) and sexual harassment (SH).
- (e) "**Sexual Exploitation and Abuse**" "**(SEA)**" means the following:
 - (i) "**Sexual Exploitation**" is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
 - (i) "**Sexual Abuse**" is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
 - (f) "**Sexual Harassment**" "**(SH)**" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Contractor's Personnel with other Contractor's or Employer's Personnel;
 - (g) "Contractor's Personnel" is as defined in Sub-Clause 1 (i) of the General Conditions of Contract; and

(h) “**Employer’s personnel**” is as defined in GCC Sub-Clause 1 (nn) of the General Conditions of Contract.

A non-exhaustive list of (i) behaviors which constitute SEA and (i) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.

2. Source of Funds

- 2.1 The Borrower or Recipient (hereinafter called “Borrower”) **specified in the BDS** has received or has applied for 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, and will be subject, in all respects, to 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, plant, 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, or a state-owned enterprise or institution subject to ITB 4.6, or any combination of them 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. 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. All Bidders 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 design or technical specifications of the works 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 as Project Manager (Engineer) for the Contract implementation;
- (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;

- (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 (i) 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 in other Bids. 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 subcontractor 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, 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 (i) operate under commercial law, and (i i) are not under supervision of the Employer.
- 4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing or Proposal-Securing Declaration.

4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.

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

**5. Eligible Materials,
Equipment and
Services**

5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will not contravene such restrictions. At the Employer's request, Bidders may be required to provide evidence of the origin of materials, equipment and services.

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 specified below, and which should be read in conjunction with any Addenda issued in accordance with ITB 8.
- 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 Works' Requirements**
- Section VII - Works' Requirements
- PART 3 Conditions of Contract and Contract Forms**
- Section VIII - General Conditions of Contract (GCC)
 - Section IX - Particular Conditions of Contract (PCC)
 - 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 or downloaded from the official website specified in the 'E-Procurement Notice', the Employer is not responsible for the completeness of the bidding 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 8. In case of any contradiction, documents obtained directly from the Employer or downloaded from the official website specified in the 'E-Procurement Notice' 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 and documentation as is required by the bidding document.
7. **Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 The electronic bidding system **specified in the BDS** provides for online clarifications. A Bidder requiring any clarification on the bidding document may notify the *Employer* online or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. 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 8 and ITB 22.2. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.

- 7.2 The Bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the *Employer* to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the *Employer* and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If **sospecified in the BDS**, the Bidder's designated representative is invited to attend a pre-Bid meeting and/or a Site of Works visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, to submit any questions only through the e-procurement portal, not later than one week before the meeting. Clarifications requested through any other mode shall not be considered by the Employer.
- 7.6 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 8 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.

8. Amendment of Bidding Document 8.1

At any time prior to the deadline for submission of bids, the *Employer* may amend the bidding document by issuing addenda.

- 8.2 Any addendum issued shall be part of the bidding document and shall be deemed to have been communicated to all the bidders. 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**. 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.

- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the *Employer* may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

C. Preparation of Bids

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the *Employer* shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
- 10. Language of Bid** 10.1 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 in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.
- 11.2 The Technical Part shall contain the following:
- (a) **Letter of Bid– Technical Part** prepared in accordance with ITB 12 and ITB 14;
 - (b) **Bid Security** in accordance with ITB 19.1;
 - (c) **Alternative Bid – Technical Part**, if permissible, in accordance with ITB 13;
 - (d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3, and in accordance with ITB 20.4 in case of a JV;
 - (e) **Bidder’s Eligibility:** documentary evidence in accordance with ITB 17 establishing the Bidder’s eligibility to Bid;

- (f) **Qualifications:** documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications to perform the contract if its Bid is accepted;
- (g) **Conformity:** a technical proposal in accordance with ITB 16;
- (h) **Construction methodology** as detailed in Para 1.1 of Section III Evaluation Criteria;
- (i) Contractor Registration certificate (as per RFB);
- (j) Any other document **required in the BDS.**

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

- (a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 12 and ITB 14;
- (b) **Completed Schedules** including priced Bil of Quantities in accordance with ITB 12 and ITB 14, as **specified in BDS;**
- (c) **Alternative Bid - Financial Part:** if permissible in accordance with ITB 13; and
- (d) Any other document required **in the BDS.**

11.4 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.

11.5 In addition to the requirements under ITB 11.2, Bids submitted by a JV (where permitted) 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.

11.6 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.

12. Process of Bid Submission

12.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, Schedules including Bil of Quantities, and all documents listed under Clause 11, 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 20.3. All blank spaces shall be filled in with the information requested.

12.2 Entire Bid including the Letter of Bid and filled-up Bil of Quantity shall be submitted online on e-procurement system specified in ITB 7.1. 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 11 and 12.3 should also be uploaded on this website.

12.3 **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 (i) original bid security in approved form; and (i i) 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 wil not be opened. Hard copy of rest of the bid or any other document are not to be submitted.

13. Alternative Bids

13.1 Unless otherwise specified **in the BDS**, alternative Bids shall not be considered.

13.2 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 alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the *Employer's* design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the *Employer*, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the *Employer*.

13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Works. Such parts will be identified **in the BDS** and described in Section VII, *Works' Requirements*. The method for their evaluation will be stipulated in Section III, Evaluation and Qualification Criteria.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid –Financial Part and in the Schedules including Bil of Quantities shall conform to the requirements specified below.

14.2 The Bidder shall submit a Bid for the whole of the Works described in ITB 1.1 by filing in prices for all items of the Works, as identified in Section IV - Bidding Forms alongwith the total bid price (both in figures and words). The Bidder shall file in rates and prices for all items of the Works described in the Bil of Quantities. Items against 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 rates for other items and prices in the Bil of Quantities. Corrections if

any, in the bid can be carried out by editing the information before electronic submission on e-procurement portal.

- 14.3 The price to be quoted in the Letter of Bid – Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 12.1.
- 14.5 Unless otherwise **specified in the BDS** and the Conditions of Contract, the prices quoted by the Bidder shall be fixed.
- 14.6 If so specified in ITB 1.1, Bids are invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer discounts for the award of more than one Contract shall specify in their Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the deadline for submission of Bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder.
- 14.8 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 (Contractor). The bidder shall furnish along with his 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 goods/construction equipment for which certificate is required is Nil.

To the extent the Employer determines the quantities indicated therein are reasonable keeping in view the quantities in bill of quantities, construction program and methodology, the certificates will be issued within 60 days of signing of the 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 Contractor when in need and duly certified by the Project Manager.

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 for materials/construction equipment 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.

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| 15. Currencies of Bid and Payment | 15.1 The unit rates and prices shall be quoted by the Bidder and shall be paid for, entirely in Indian Rupees. |
| 16. Documents Comprising the Technical Proposal | 16.1 The Bidder shall furnish a technical proposal in the Technical Part of the Bid, including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work's requirements and the completion time. |
| 17. Documents Establishing the Eligibility and Qualifications of the Bidder | <p>17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.</p> <p>17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.</p> |
| 18. Period of Validity of Bids | <p>18.1 Bids shall remain valid for 120 days or for the Bid Validity period specified in the BDS. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22.1). A Bid valid for a shorter period shall be rejected by the <i>Employer</i> as nonresponsive.</p> <p>18.2 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 19, it shall also be extended for forty five (45) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the</p> |

request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

- 18.3 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; or
 - (c) In any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

19. Bid Security

- 19.1 The Bidder shall furnish as part of the Technical Part of its Bid, a Bid Security as **specified in the BDS**, in original form, and for the amount **specified in the BDS**.
- 19.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 *If a Bid Security is specified pursuant to ITB 19.1*, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:
- (a) an unconditional bank guarantee issued by a Nationalized or Scheduled bank located in India;
 - (b) an irrevocable letter of credit issued by a Nationalized or Scheduled bank located in India;
 - (c) a cashier's or certified check or demand draft issued by a Nationalized or Scheduled bank located in India;
 - (d) another security **specified in the BDS**,

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 18.2.

- 19.4 If a Bid Security is specified pursuant to ITB 19.1, any Bid not accompanied by a substantial y *responsive* Bid Security in accordance with ITB 19.3 shall be rejected by the Employer as non-responsive.
- 19.5 If a Bid Security is specified pursuant to ITB 19.1, 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 and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 50.

19.6 If a Bid Security is specified pursuant to ITB 19.1, 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 and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 50.

19.7 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 on the Letter of Bid - Technical Part and repeated in Letter of Bid - Financial Part, or any extension thereto provided by the Bidder; or
- (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB 36; or
- (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 49; or
 - (i) furnish a Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB 50.

19.8 The Bid Security of a JV shall be in the name of the JV that submits the Bid. If the JV has not been constituted into a legal y 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 mentioned in ITB 4.1 and ITB 11.2.

19.9 If a Bid Security is not required in the BDS, pursuant to ITB 19.1, and:

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letters of Bid or any extended date provided by the Bidder; or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 49; or furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 50;

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as **stated in the BDS**.

20. Format and Signing of Bid

20.1 The Bidder shall prepare the Bid as per details given in ITB 21.

- 20.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business.
- 20.3 The Bid shall be signed by a person 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. The name and position held by each person signing the authorization must be typed or printed below the signature.
- 20.4 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.
- 20.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

D. Online Submission and Opening of Bids

21. Preparation of Bids

- 21.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 7.1. 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 log on to this website and view the Request for Bids and can view the details of works 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, along with the bid, otherwise the bid will be rejected.
- 21.2 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.
- 21.3 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.

- 21.4 Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.
- 22. Deadline for Submission of Bids**
- 22.1 Bids, both Technical and Financial Parts, must be uploaded online no later than the date and time **specified in the BDS**.
- 22.2 The *Employer* may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, 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.
- 23. Late Bids**
- 23.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.
- 24. Withdrawal, Substitution, and Modification of Bids**
- 24.1 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**).
- 24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall not be opened.
- 24.3 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 or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 19.7.

E. Public Opening of Technical Parts of Bids

- 25. Public Opening of Technical Parts of Bids**
- 25.1 The Employer shall publicly open Technical Parts of all Bids received by the deadline, at the date, time and place **specified in the BDS**, in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following

the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 12.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 12.3 will be declared non-responsive and will not be opened. Thereafter, bidders' names, the presence or absence of a Bid Security, if one was required, alternative bids – technical parts, if any, and such other details as the Employer may consider appropriate will be notified, online by the Employer at the time of bid opening.

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

- 25.2 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 technical parts of alternative Bids if any, that are opened at technical Bid opening shall be considered further for evaluation.

F. Evaluation of Bids – General Provisions

26. Confidentiality

- 26.1 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 Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 45. In cases where ITB 45 is not applicable, such information shall not be disclosed until Notification of Award is transmitted in accordance with ITB 47.
- 26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding ITB 26.2, from the time of Bid opening to the time of Contract award, if a Bidder wishes to contact the *Employer* on any matter related to the Bidding process, it shall do so in writing.

27. Clarification of Bids

- 27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the *Employer* may, at its discretion, ask any Bidder for a clarification of its Bid giving a reasonable time for a response. Any clarification submitted by a Bidder 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.

27.2 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.

**28. Deviations,
Reservations, and
Omissions**

28.1 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.⁴

**29. Nonmaterial
Nonconformities**

29.1 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.

29.2 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 in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

29.3 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 nonconforming item or component in the manner **specified in the BDS**.

G. Evaluation of Technical Parts of Bids

**30. Evaluation of
Technical Parts**

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

**31. Determination of
Responsiveness**

31.1 The *Employer's* determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

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

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

31.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 16, in particular, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

31.4 If a Bid is not substantially responsive to the requirements of the 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.

32. Qualification of the Bidder

32.1 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.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 17.1 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 different from the Bidder.

32.3 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.

32.4 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.

33. Subcontractors

- 33.1 Unless otherwise stated **in the BDS**, the Employer does not intend to execute any specific elements of the Works by subcontractors selected in advance by the Employer.
- 33.2 The subcontractor's qualifications shall not be used by the Bidder to qualify for the Works unless their specialized parts of the Works were previously designated by the Employer **in the BDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Bidder may be added to the qualifications.
- 33.3 Bidders may propose subcontracting up to the percentage of total value of contracts or the volume of works as **specified in the BDS**. Subcontractors proposed by the Bidder shall be fully qualified for their parts of the Works.

H. Public Opening of Financial Parts of Bids**34. Public Opening of Financial Parts**

- 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 shall not be opened; and
 - (c) notify them of the date, time, and location for public opening of Financial Parts of the Bids.
- 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 for 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, per lot (contract) if applicable, including any discounts and

Alternative Bid - Financial Part if any, and such other details as the Employer may consider appropriate, will be notified online by the Employer at the time of bid opening.

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

- 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, 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 To evaluate the Financial Part, the Employer shall consider the following:

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Materials for measurement contracts;
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 36.1;
- (c) price adjustment due to discounts offered in accordance with ITB 14.4;
- (d) Not used;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 29.3; 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 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 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) only for admeasurement contracts, if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above..

36.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 36.1, shall result in the rejection of the Bid and the Bid Security may be forfeited in accordance with ITB Sub-Clause 19.6.

37. Conversion to Single Currency

37.1 Not used.

38. Margin of Preference

38.1 Not applicable.

39. Comparison of Financial Parts

39.1 The *Employer* shall compare the evaluated costs of all substantial y 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 Abnormal y 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 potential y Abnormal y 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. Unbalanced or Front-Loaded Bids

41.1 If the Bid for an admeasurement contract, which results in the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or, front loaded, the *Employer* may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses (with

breakdown of unit rates) to demonstrate the consistency of the Bid prices *with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.*

41.2 After the evaluation of the information and detailed price analysis presented by the Bidder, the Employer may as appropriate:

- (a) accept the Bid without any additional Performance Security; or
- (b) require that the amount of the Performance Security be increased at the expense of the Bidder to *a level not exceeding twenty percent (20%) of the Contract Price to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract; or*
- (c) reject the Bid if the risk cannot be mitigated through additional performance security.

42. Most Advantageous Bid

42.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

43. Employer's Right to Accept Any Bid, and to Reject Any or All Bids

43.1 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.

44. Standstill Period

44.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified in the BDS. *Standstill period shall not apply where only one bid is submitted.*

45. Notice of Intention to Award

45.1 When a Standstill Period applies, it shall commence when the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;

(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the letter is addressed) was unsuccessful, unless the price information in (c) above already reveals the reason;

(e) the expiry date of the Standstil Period;

(f) instructions on how to request a debriefing and/or submit a complaint during the standstil period.

J. Award of Contract

46. Award Criteria

46.1 Subject to ITB 43, 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 as specified in ITB 42.

47. Notification of Award

47.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstil Period, specified in BDS ITB 44.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstil Period, the Employer shall transmit the Letter of Acceptance to the successful Bidder. The Letter of Acceptance shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

47.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, 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) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.

47.3 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 the official gazette.

47.4 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

48. Debriefing by the Employer

- 48.1 On receipt of the Employer's Notification of Intention to Award referred to in ITB 45.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 48.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. In any case, irrespective of the circumstances, all debriefings shall be completed within 10 business days. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.
- 48.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 48.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The debriefing will cover only the bid of particular bidder requesting the debriefing, and not the bids of the competitors. The Bidder shall bear its own costs of attending such a debriefing meeting.

49. Signing of Contract

- 49.1 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.
- 49.2 Within twenty-one (21) days of receipt of the Letter of Acceptance, the successful Bidder shall (a) furnish the performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with ITB Clause 50 and revised construction methodology; (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.

50. Performance Security

- 50.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the *Employer*, the successful Bidder shall furnish the Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the General Conditions of Contract, subject to ITB 41.2 (b), using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X, Contract Forms. The performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security of a Joint Venture shall be in the name of the Joint Venture specifying the names of all members.
- 50.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security or to sign the Contract Agreement 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.
- 50.3 Upon the successful Bidder's signing the Agreement and furnishing of the Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB Clause 50.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the bidders pursuant to ITB Clause 19.5 and 19.6.

51 Adjudicator

- 51.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the daily fee **specified in the BDS**, plus reimbursable expenses (actual boarding, lodging, travel and other incidental expenses). If the Bidder disagrees with this proposal, the Bidder should so state in his Bid. 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 Particular Conditions of Contract (PCC) pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator.

52 Procurement Related Complaint

- 52.1 The procedures for making a Procurement-related Complaint are **as specified in the BDS**.

Section II - Bid Data Sheet (BDS)

(Whenever there is a conflict, the provisions herein shall prevail over those in the **Section I- Instructions to bidders**)

ITB Reference	A. General
ITB 1.1	<p>The number of the Request for Bids is: WBMIFMP/APD-III/NCB/24-25/DWLR-CIVIL PART/L4 (3rd Call) The Employer is: Additional Project Director -III, DPMU-I, WBMIFMP The reference number of the Request for Bids (RFB) is:</p> <p>a) WBMIFMP/APD-III/NCB/24-25/DWLR-CIVIL PART/L4 (3rd Call) <i>The name of the RFB is: - “Civil work in connection with installation of DWLRs including washing & cleaning of existing P - Tube, construction of protection works for DWLRs over existing P-Tube and new sinking of 100 mm dia P-Tubes and ancillary protection works in the DVCA districts under SWID – comprising 4 (four) Lots”</i></p> <p>Lot 4: Washing & cleaning of Existing 100 Nos. P-Tube and construction of 166 Nos. protection work for DWLR over existing P-Tube in Howrah, Hooghly, Bankura, Purba & Paschim Burdwan.</p>
ITB 1.2	The Employer shall use the e-procurement system specified in BDS 7.1.
ITB 1.2 (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 Sub-Borrower’s official public holidays.
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 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 acceptable.</p> <p>(a) Maximum number of members in the Joint Venture (JV) shall be: Two (2)</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>

	(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.
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
ITB 4.7	Deleted
B. Contents of Bidding Document	
ITB 7.1	<p>Electronic – Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process: 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: 24/10/2024 UPTO 12:00 Hours (IST).</p> <p>The Request for clarification should be submitted by email through an attachment of pdf as well as editable soft copy.</p>
ITB 7.4	<p>A Pre-Bid meeting “shall” take place.</p> <p>If a Pre-Bid meeting will take place, it will be at the following date, time and place: Date: 30/10/2024, at 12:00 Hours IST</p> <p>Place: Office of The Additional Project Director -III, DPMU-I, WBMIFMP</p> <p>A site visit conducted by the Employer “shall not be” organized.</p> <p>However, the bidder is expected to make themselves thoroughly acquainted with the local conditions prevailing at site of implementation by undertaking field inspection and take into consideration all probable likely factors and difficulties involved during execution of the work as per specification, in all respects (e.g. - transportation of materials, communication facilities, Climate conditions, nature of soil, availability of local labour, market rate prevailing in the locality etc) and no claims whatsoever will be entertained on any such grounds in future. Executive Engineer, (A-I), Planning Division, SWID, Bikash Bhavan, 4th Floor, Kolkata - 700091 may be contacted, for any assistance related to “Site Visit” only. The “Site” will mean the entire geographical spread where the proposed work/s is/are expected to be executed.</p>
ITB 8.1	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 7.1 above.
C. Preparation of Bids	
ITB 11.2 (i)	Contractor Registration Certificate: Not Required

ITB 11.2 (j)	The Bidder shall submit the following additional documents in its Bid: (i) Scanned copy of valid PAN card in the name of bidder/organization (ii) Scanned copy of income Tax Return of latest Assessment year or IT Return of immediately preceding Assessment year whichever latest available of Sole Bidder OR all JV partners, as applicable (iii) Scanned copy of GST registration certificate.
ITB 11.3 (b)	The following schedules shall be submitted with the bid: Completed Schedules as annexed with the Appendix to Financial Part of the Bid Document including priced Bill of Quantities for each Lot.
ITB 11.3 (d)	The Bidder shall submit the following additional documents in its Financial Bid: - NA
ITB 12	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 filing on the e-portal. The rest of the forms shall be downloaded by the bidders and filled up. The filled-up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.
ITB 12.3	For submission of all original documents, the Employer's address is: Attention: Additional Project Director -III, DPMU-I, WBMIFMP Street Address: Kanainatsal, P.O – Sripally, Dist- Purba Bardhaman, West Bengal PIN/Postal Code: 713103 Country: INDIA
ITB 13.1	Alternative Bids <i>shall not be</i> permitted.
ITB 13.2	Alternative times for completion <i>shall not be</i> permitted.
ITB 13.3	NA
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: NA
ITB 14.5	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
ITB 18.1	The Bid validity period shall be 120 days.
ITB 18.3 (a)	NA
ITB 19.1	The Bidder shall furnish a Bid Security in the amount for; (a) Lot - 1: INR 1.15 Lakh Note: Bid Security is required for each lot as per amounts indicated against each lot.

ITB 19.3(a)	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 18.2. To be specific the Bid Security shall be valid for a minimum period of one hundred and sixty-five (165) days beyond the last date of submission of the bid.
ITB 19.3(b) & (c)	Not Allowed
ITB 19.3 (d)	Other types of acceptable securities: None
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: (a) Legally valid Power of Attorney 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 legal y authorized signatories of al the members.”
D. Online Submission and Opening of Bids	
ITB 21.1	Class of DSC required is: Class 3
ITB 21.2	The Bids will be submitted separately for each Lot complete in al aspects. Even for information and details, if any, common for more than one Lots must be independently provided for each individual Lot failing which bids wil be treated as incomplete and hence rejected. However, the discounts, if any, for multi-Lot bids can be part of Financial bid of any of the Lots
ITB 22.1	The deadline for uploading the Bids is: Date: 18/11/2024 Time: 12:00 Hours IST
ITB 24.1	Re-submission of the bid is “allowed” , if withdrawn, within Bid submission date.
E. Public Opening of Technical Parts of Bids	

ITB 25.1	<p>The online Bid opening of Technical Parts of Bids shall take place on: Office of the Additional Project Director -III, DPMU-I, WBMIFMP Street Address: Kanainatsal, P.0 – Sripally, Dist- Purba Bardhaman, West Bengal PIN/Postal Code: 713103 Country: INDIA</p> <p>Date: 18/11/2024 Time: 15:00 Hours IST</p>
F. Evaluation of Bids – General Provisions	
ITB 29.3	<p>The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.</p>
G. Evaluation of Bids – Technical Parts	
ITB 33.1	<p>At this time the Employer “does not intend” to execute certain specific parts of the Works by subcontractors selected in advance.</p>
ITB 33.2	NA
ITB 33.3	Subcontracting NOT Allowed.
H. Public Opening of Financial Parts	
ITB 34.2 c)	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the date, time, and location of the public opening of Financial Parts.</p> <p>The online bid opening of Financial Parts of Bids shall take place at: Office of the Additional Project Director -III, DPMU-I, WBMIFMP Street Address: Kanainatsal, P.0 – Sripally, Dist- Purba Bardhaman, West Bengal PIN/Postal Code: 713103 Country: INDIA</p> <p>Date: XX/XX/2024</p>

	<p>Time: xx:00 PM (xx:00 Hours)</p> <p><i>[Note: The Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders]</i></p> <p>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</p>
	I. Evaluation of Bids - Financial Parts
ITB 40.2	Provisions related to Abnormal Low Bids do not apply.
ITB 44.1	<p>The Standstill Period is 10 Business Days after the date the Employer has transmitted to all Bidders that submitted a Bid, the Notification of its Intention to Award the Contract to the successful Bidder.</p> <p>Note: Where a Bidder has previously received notification, in accordance with ITB 34.1, that its Technical Part of Bid failed to meet the requirements of the bidding document, the Bidder will not receive a Notification of Intention to Award the Contract.</p>
	F. Award of Contract
ITB 47.3	The Contract Award Notice shall be published on the Employer's website https://wbtenders.gov.in and www.wbiwd.gov.in
ITB 50.1 and 50.2	<p>The successful Bidder shall be required to submit a Performance Security @ eight percent (8%) of the Contract Price and an Environmental, Social, Health and Safety (ESHS) Performance Security @ two percent (2%) of the Contract price plus Additional Security @ ten percent (10%) of the accepted Contract Amount for unbalanced bids in terms of ITB Clause 41.2.</p> <p>Throughout this bidding document the term 'performance security', unless the context clearly indicates otherwise, means and includes both 'the performance security and the ESHS performance security' to be submitted by the successful bidder in the amounts stated here above and also specified in GCC/ PCC 54.</p>
ITB 51	<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</p>

	<p>Nationality: Indian Present Position: Former Chief Engineer, I&WD, GoWB.</p>
ITB 52.1	<p>a) The procedures for making a Procurement related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: <i>CE and Project Director, SPMU, WBMIFMP</i> Title/position: <i>CE and Project Director, SPMU, WBMIFMP</i> Employer: <i>CE and Project Director, SPMU, WBMIFMP</i> Email address: <i>ce.pd.wbmifmp@gmail.com</i></p>

Section III - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders through post-qualification. No other factors, 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.

1. Technical Part

1.1 Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include

- (i) 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, material sourcing, and quality control/ assurance in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Works' Requirements.

For this purpose, the Bidder should also submit:

A detailed note outlining its proposed methodology and program of construction including implementation of the Environmental, Social, Health and Safety (ESHS) obligations under this contract, backed with equipment planning and deployment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

- (i) an assessment of the details of subcontracting elements of works amounting to more than 10% of the bid price; for each element proposed to be subcontracted furnish details whether the identified Sub-contractor possesses the required qualifications and experiences to execute that element satisfactorily. [Work should not be split into small parts and sub-contracted
- (iii) Bidders shall submit an undertaking from each proposed subcontractor to confirm that they have read, understand and will comply with the ES obligations and code of conduct for Contractor's Personnel.

1.2 Alternative Technical Solutions for specified parts of Works (ITB 13.4) – Not Applicable

1.3 Specialized Subcontractors: Not Applicable.

2.1 Qualification Criteria

Pursuant to ITB 32.1, the Employer shall assess each Bid against the following Qualification Criteria. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

No. (1)	Subject (2)	Requirement (3)	Single Entity (4)	Joint Venture (existing or intended) where permitted			Submission Requirements (8)
				All members Combined (5)	Each Member (6)	At least one Member (7)	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.4	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	State-owned enterprise or institution of the Borrower country	Meets conditions of ITB 4.6	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
1.5	United Nations resolution or Borrower’s country law	Not having been excluded as a result of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in accordance with ITB 4.8 and Section V.	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Forms ELI – 1.1 and 1.2, with attachments
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1 st April 2017.	Must meet requirement	Must meet requirements	Must meet requirement ²	N/A	Form CON-2

1

Nonperformance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Nonperformance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Nonperformance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

²This requirement also applies to contracts executed by the Bidder as JV member.

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission
2.2 (1)	Suspension Based on Execution of Bid/ Proposal Securing Declaration by the Employer or withdrawal of the Bid within Bid validity period	Not under suspension based on execution of a Bid/ Proposal Securing Declaration pursuant to ITB 4.7 or (3) withdrawal of the Bid pursuant ITB 19.9	Must meet requirement (4)	Must meet requirement	Must meet requirement	N/A	Letter of Bid Requirements (8)
2.3	Pending Litigation	Bidder's financial position and prospective long term profitability sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award decisions against the Bidder ³ since 1st April, 2017	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2
2.5	Declaration: Environmental, Social, Health, and Safety (ESHS) past performance	Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), or health or safety requirements or regulations in the past seven years ⁴ .	Must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Each must make the declaration. Where there are Specialized Subcontractor/s, the Specialized Subcontractor/s must also make the declaration.	N/A	Form CON-3 ESHS Performance Declaration

3. Financial Situation and Performance

³ The Bidder shall provide accurate information on the Letter of Bid about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last seven years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

⁴The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
3.1 (1)	Financial Capabilities (2)	(i) The Bidder shall demonstrate that it has access to, or (b) has available, liquid assets, unencumbered real assets, lines of credit ⁵ and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as follows: d) Lot - 4: INR 18.59 Lakhs	Must meet requirement (4)	Must meet Requirement	Must meet at least 25% of the requirement as a minimum	Must meet at least 50% of the requirement as a minimum	Form FIN – 3.1, with attachments (8)
		(ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments	Must meet requirement	Must meet requirement	N/A	N/A	
		(iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last seven years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	Average Annual Construction Turnover	Minimum average annual construction turnover calculated as total certified payments received for contracts in progress and/or completed for the best Five financial years within the last Seven financial years (FY 2017-18, 2018-19, 2019- 20, 2020-21,	Must meet requirement	Must meet requirement	Must meet 25%, (twenty five percent) of the requirement	Must meet 50%, (fifty percent) of the requirement	Form FIN – 3.2

⁵ 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

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
(1)	(2)	2021-22, 2022-23 & 2023-24) divided by five years as follows: (3) a) Lot - 4: INR 83.66 Lakhs	(4)				(8)
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts as mentioned in para 4.2(a) & (b) below in the role of prime contractor, JV member, subcontractor, or management contractor for at least the last five years, starting 1 st April 2017.	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1 with supporting documents

4.2 (a)	Specific Construction & Contract Management Experience	I. A minimum number of [One] ⁶ similar contracts specified below that have been satisfactorily and substantially ⁷ completed as a prime contractor, joint venture member ⁸ , management contractor or	Must meet requirement	Must meet requirement ¹⁰	Must meet the requirement for one contract of 25% value	Must meet the requirement for one contract of 50% value	Form EXP 4.2(a) with supporting documents
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⁶Bidders should have completed at least one contract for similar work of value not less than 80% of the estimated contract value of the work for which bids are invited, during the last seven years. Cost of completed works of previous years shall be given weightage@5% per year based on rupees value to bring them to the price level of the financial year in which bids are received, as follows;

Financial Year

Weightage

2023-24

1.0

2022-23

1.00

2021-22

1.05

2020-21

1.10

2019-20

1.15

2018-19

1.20

2017-18

1.25

¹⁰ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission Requirements
(1)	(2)	<p>subcontractor⁹ between 1st April 2017 and bid submission deadline and fulfilling the criteria stated below Lot wise:</p> <p>(i) Lot – 4: One contract of minimum value (INR 44.62 Lakhs);</p> <p>The similarity of the contracts stated at I above, shall be based on the physical size as stated below in the Subclause 4.2 (b).</p>	(4)				(8)
4.2 (b)		<p>For the contract stated at 4.2(a) above and any other contract(s) (substantially completed and under implementation), as prime contractor, joint venture member, or sub-contractor between 1st April 2017 and Application submission deadline, a minimum construction experience required in the following key activity successfully completed¹¹:</p>	<p>Must meet the following requirements for key activities listed below/ as given in Column 3</p>	<p>Must meet the following requirements for key activities listed below as given in Column 3</p>	N/A	<p>Must meet the following requirements for key activities listed below Column 3</p>	<p>Form EXP – 4.2 (b) with supporting documents</p>

⁷Substantial completion shall be based on 80% or more works completed under the contract.

⁸ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement

⁹ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement

¹¹ Volume of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted			Submission
(1)	(2)	<p>(i) Lot-4: Ordinary /Standard concrete (M15 or equivalent and above) minimum⁽³⁾9.00 cum, in the contract cited at 4.2 (a) above and also other similar contract(s) executed during the same period, subject to the following provisions:</p> <p>(a) There may be a maximum of 2 Nos. of contracts for demonstrating the quantities of major items.</p> <p>(b) Each of such contracts should have the minimum executed quantities of major items, at least 50 % of the threshold specified for the Lot in the particular contract at 4.2(a) above.</p> <p>Note: I. For case (iv), stated above.</p> <p>(i) Standard /Ordinary concrete as specified in IS 456:2000</p> <p>(ii) Nominal mix ordinary concrete executed with mix proportion of cement, sand and coarse aggregate by volume not leaner than 1:2:4, should be considered as equivalent to M15, if the grade is not explicitly mentioned in the specific construction experience.</p>	(4)				<p>Requirements</p> <p>(8)</p>

No.	Subject	Requirement	Single Entity	Joint Venture (existing or intended) where permitted		Submission Requirements
(1)	(2)	II. Under 4.2(a), specified requirements define similarity of contracts, whereas the key activities (3) be specified under 4.2 (b) define the required capability of the Applicant to execute the Works. There shall not be any inconsistency or repetition of requirement between 4.2(a) and 4.2(b).	(4)			(8)
4.2 (c)	Specific Experience in managing ES aspects	For the contracts in 4.2 (a) above and/or any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or Subcontractor between 1st April 2015 and Application submission deadline, experience in managing ESHS risks and impacts as delineated in Table E.I (C-ESMP) under Section – VII particularly on Silt management plan, Construction camp management plan, traffic management plan, C&D waste management plan, labour management plan, HIV/AIDS, gender target etc.	Must meet the following requirements for key activities listed below as given in Column 3	Must meet the following requirements for key activities listed below as given in Column 3	N/A	Must meet the following requirements for key activities listed below as given in Column 3 Form EXP – 4.2 (c)-ESHS with supporting documents (in particular the final ESHS implementation monitoring reports shall be provided) Refer the CoC for the project

NOTE: List the monthly or annual production rate for the key construction activity (or activities) in the proposed contract or works, e.g., “one million M³ of rock placed in rock fill dams in one year; X tons of asphalt concrete per month placed in road paving; Y M³ of concrete placed in. etc.” The rates should be a percentage (say about 80 percent) of the estimated production rate of the key activity (or activities) in the contract or Works as needed to meet the expected construction schedule with due allowance for adverse climatic conditions.

Borrower should fill this after careful review of the requirements for the work. Where the elements of work are specialized, and it is proposed to accept employment of specialist sub-contractors, this could be so specified for that activity and bidders may be requested to name the sub-contractors and furnish their qualification and experience.

4.2 (d)	<p>Bid Capacity:</p> <p>Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity for construction work is equal to or more than the total bid value of the work. The available bid capacity will be calculated as under:</p> <p>Assessed Available bid capacity = $(A*N*1.5-B)$</p> <p>Where,</p> <p>A = Maximum value of civil engineering works executed in any one year during the last seven years (updated to the price level of the financial year at the rate of 5% per year), taking into account the completed as well as works in progress).</p> <p>N = Number of years prescribed for completion of the works for which bids are invited (period upto 6 months to be taken as half-year and more than 6 months as one year).</p> <p>B = Value, at the current price level, of existing commitments of on-going works to be completed during the period of completion of the works for which bids are invited.</p> <p>Note: the statements in Section IV showing the value of existing commitments of on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Engineer in charge, not below the rank of an Executive Engineer or equivalent.</p>
------------	--

Note: [For Multiple lots (contracts) specify financial and experience criteria for each lot under 3.1, 3.2, 4.2(a) and 4.2(b)]

Note: In case bids are being invited simultaneously for multiple packages (under separate IFB and Bid Documents), the Employer would assess the cumulative qualification of the bidders participating in multiple packages and the minimum experience requirement for multiple contracts will be the sum of the minimum requirements for respective individual contracts, unless specified otherwise. To be more specific, aggregation of AACT would be done and bid capacity will be re-evaluated at the stage of preparation of final Bid Evaluation Report (BER) of any particular contract, to consider the effect of any other contracts invited almost concurrently (one lot or more lots), which the bidder might have bagged, before finalization of the BER of this particular contract. L1 bidders failing to meet the cumulative requirement, will not be awarded more than one contract, and L2 bidders would be considered for awarding the contracts.

It is to be noted that the sequence of final evaluation of AACT, Cash flow and bid capacity in the BER would be coterminous with the opening of financial bid.

3. Key Personnel

The Bidder must demonstrate that it will have suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the Table below, that are required to perform the Contract.

The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms. The Contractor shall require the Employer's consent to substitute or replace the Key Personnel (reference the Particular Conditions of Contract 9.1).

Key Personnel

Item No.	Position/ specialization	Relevant academic qualifications	Lot-1	Lot-2	Lot-3	Lot-4	Minimum years of relevant work experience
1	<i>Project Engineer</i>	<i>BE Civil</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>10 years</i>
2	<i>Site Engineer</i>	<i>BE Civil</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>05 Years</i>
3	<i>Site Supervisor</i>	<i>Diploma Civil</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>05 Years</i>
4	<i>Surveyor</i>	<i>Diploma / ITI or equivalent</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>05 Years</i>
5	<i>Environment, Health and Safety Engineer</i>	<i>Graduate in Civil Engineering or Graduate in Environmental Engineering or Post Graduate in Environmental Sciences; preferably having additional qualification in Occupational Health and Safety for all the three categories stated above</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>1</i>	<i>03 Years</i>

The Bidder must not have in his employment:

- [i] the near relations (defined as first blood relations, and their spouses, of the bidder or the bidder's spouse) of persons of the Irrigation & Waterways Departments, Govt. of West Bengal.
- [i] without Government permission, any person who retired as gazetted officer within the last two years.

The Bidder must have in his employment:

Personnel having valid electrical contractor's license. The license of such personnel should remain valid till completion of contract period. In case the validity is to expire during the tenure of the contract, steps must be taken adequately in advance for renewal of the same.

4. Equipment

The Bidder must demonstrate that it will have access to the key Contractor's minimum equipment listed hereafter:

No.	Equipment Type & Characteristics	Lot – 4 (Nos.)
1	Excavators / JCB	01
2	Tippers, /Dumpers and Water Browsers (Tankers)	02
3	Compressor Machine	01
4	Arc Welding Apparatus	01
5	Gas Cutter	01
6	Concrete Mixer Machine with Digital Weigh Batcher (capacity 450 L)	01
7	Survey Instruments	01 Set
8	DG Set 10 KVA	01 Set

Note : Based on the studies, carried out by the Project Manager the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule is shown in the above list. The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology supported with layout and necessary drawings and calculations (detailed) as stated in Section IV to allow the employee to review their proposals. The numbers, types and capacities of each plant/equipment shall be shown in the proposals along with the cycle time for each operation for the given production capacity to match the requirements

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section IV.

5. Multiple Contracts -

This Section describes criteria for qualification for each lot (contract) for multiple lots (contracts). The criteria for qualification is aggregate minimum requirement for respective lots as specified under items 3.1, 3.2, 4.2(a) and 4.2(b). However, with respect to the specific experience under item 4.2 (a) of Section III, the Employer will select as per below:

Minimum requirements for combined contract(s) shall be the aggregate requirements for each contract for which the Bidder has submitted Bids as follows, and N1, N2, N3, etc. shall be different contracts: Not Applicable

2. Financial Part

2.1 Margin of Preference - Not Applicable

2.2 Multiple Contracts –

Pursuant to ITB 35.3 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

Award Criteria for Multiple Contracts [ITB 35.3]:

Packages –

2.3 Sustainable procurement(Section VII - Specifications) – Not Applicable

2.4 Alternative Completion Times (ITB 13.2) - Not Applicable

2.5 Alternative Technical Solutions for specified parts of the Works (ITB 13.4) - Not Applicable

2.6 Other criteria(if permitted under ITB 35.1(f)):Nil

Section IV - Bidding Forms

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: XX/YY/2024

RFB No.:

1) WBMIFMP/APD-III/NCB/24-25/DWLR-CIVIL PART/L4

[Retain only the Lot(s) for which bid(s) is(are) submitted]

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 8;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]*
- (d) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS ITB 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (f) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder or as a subcontractor, and we are not participating in any other Bid(s) as a Joint Venture member, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

- (g) **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;
- (h) **State-owned enterprise or institution:** We are not a state-owned enterprise or institution/ We are a state-owned enterprise or institution but meet the requirements of ITB 4.6¹²;
- (i) **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;
- (j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (k) **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; and
- (l) **Adjudicator:** We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator.

[or]

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator, and propose instead that *[insert name]* be appointed¹³ as Adjudicator, whose daily fees and biographical data are attached.

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

Technical Proposal

Technical Proposal Forms

- **Key Personnel Schedule**

¹² Use one of the two options as appropriate

¹³ In case appointment of Adjudicator was proposed from the list provided by an Institution in ITB 51, the replacement should also be proposed from the list of same institution.

- **Equipment**
- **Site Organization**
- **Method Statement**
- **Mobilization Schedule**
- **Construction Schedule**
- **Sub-contracting elements or works which in aggregate adds to more than 10% of Bid price (for each the qualifications and experiences on the identified subcontractor in the relevant field should be given.**

Note: Work should not be split into small parts and sub-contracted;but sub-contracting specialized elements of works is acceptable.

- **Others**
- **Bidder's Qualification**
- **Form of Bid Security - Bank Guarantee**

Appendix to Technical Part: Personnel
Forms for Personnel

Form PER – 1: Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Key Personnel

1.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position:	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position:	

	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
6.	Title of position:	
	Name of candidate	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

Appendix to Technical Part

Form PER-2:

Resume and Declaration Key Personnel

Name of Bidder

Position [#1]: <i>[title of position from Form PER-1]</i>											
Personnel information	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Name:</td> <td style="width: 50%; padding: 2px;">Date of birth:</td> </tr> <tr> <td style="padding: 2px;">Address:</td> <td style="padding: 2px;">E-mail:</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Professional qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Academic qualifications:</td> </tr> <tr> <td colspan="2" style="padding: 2px;">Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i></td> </tr> </table>	Name:	Date of birth:	Address:	E-mail:	Professional qualifications:		Academic qualifications:		Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Name:	Date of birth:										
Address:	E-mail:										
Professional qualifications:											
Academic qualifications:											
Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>											
Details	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 2px;">Address of employer:</td> </tr> <tr> <td style="width: 50%; padding: 2px;">Telephone:</td> <td style="width: 50%; padding: 2px;">Contact (manager / personnel officer):</td> </tr> <tr> <td style="padding: 2px;">Fax:</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Job title:</td> <td style="padding: 2px;">Years with present employer:</td> </tr> </table>	Address of employer:		Telephone:	Contact (manager / personnel officer):	Fax:		Job title:	Years with present employer:		
Address of employer:											
Telephone:	Contact (manager / personnel officer):										
Fax:											
Job title:	Years with present employer:										

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement [From - To]	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) my disqualification from participating in the Bid; (c) my dismissal from the contract.

Name of Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

Appendix to Technical Part: Equipment Forms for Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). A separate Form shall be prepared for each

item of equipment listed, or for alternative equipment proposed by the Bidder. The Bidder shall provide all the information requested below, to the extent possible. Fields with asterisk (*) shall be used for evaluation.

Type of Equipment*		
Equipment Information	Name of manufacturer,	Model and power rating
	Capacity*	Year of manufacture*
Current Status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

The following information shall be provided only for equipment not owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

Appendix to Technical Part

Site Organization

[insert Site Organization information]

Appendix to Technical Part

Method Statement

[insert method Statement – A detailed note should be submitted outlining bidders proposed methodology and program of construction, backed with equipment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per mile stones]

Appendix to Technical Part

Mobilization Schedule

[insert Mobilization Schedule]

Appendix to Technical Part
Construction Schedule
[insert Construction Schedule]

Appendix to Technical Part

Form U-I: Confirmation towards adherence to Code of Conduct

I/ we hereby undertake to abide by the provisions of the model Code of Conduct (CoC) that wil apply to my/our employees and subcontractors to ensure compliance with the Environmental, Social, Health and Safety(ESHS) obligations including compliance with the applicable Laws/ Rules/Regulations for protection of environment, public health and safety, as detailed in Annexure-I under section VII of bid document, failing which provisions of GCC 44/PCC of this contract document wil apply

I/we further undertake to submit Code of Conduct for Contractor’s Personnel on SEA and SH and also supplementary Code of Conduct (ESHS) to the Engineer for approval within 14 days of delivery of Letter of acceptance, if required in addition the Model Code of Conduct, either to comply with the provisions of the extant Laws/Rules/Regulations to the extent not covered in the Model Code of Conduct or to fulfil the ESHS obligations more effectively, and wil abide by the provisions of such supplementary Code of Conduct as approved by the Engineer.

In addition, I/We, within 14 days of delivery of Letter of acceptance, shal submit an outline of how this Code of Conduct (CoC) wil be implemented. This outline wil include: how it wil be introduced into conditions of employment / engagement, what training wil be provided, how it wil be monitored and how any breaches to the CoC wil be dealt with.

Bidder’s Name: _____

Date: _____

Joint Venture Member’s Name _____

Subcontractor's Name¹⁴ (as per ITB 33.2 and 33.3): _____

RFB No. and title: _____

Page _____ of _____ pages

¹⁴ If applicable.

Appendix to Technical Part

Form U-II: Confirmation towards submission of ESHS-MSIP

I/ we hereby undertake to submit and comply with Management Strategies and Implementation Plans (MSIP) to manage/ fulfil the Environmental, Social, Health and Safety (ESHS) obligations, termed as ESHS-MSIP within 14 days of delivery of Letter of Acceptance, in the format prescribed in **AppendixII/15** of Annexure II on the basis of guidelines and other contents of the Package-Specific Environmental and social Management Plan (ESMP) provided in the said Annexure-II (including other Appendices under that Annexure), failing which the bid security will be forfeited. Compliance of ESHS-MSIP wil apply to my/our employees and subcontractors to ensure Environmental, Social, Health and Safety (ESHS) obligations are duly met including compliance with the applicable Laws/ Rules/Regulations for protection of environment, public health and safety.

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Subcontractor's Name¹⁵ (as per ITB 33.2 and 33.3): _____

RFB No. and title: _____

Page _____ of _____ pages

¹⁵ If applicable.

Appendix to Technical Part
Environmental and Social, Health Management Strategies and
Implementation Plans

(ESHS-MSIP)

The Bidder shall submit a concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 11.2 (j) of the Bid Data Sheet. These strategies and plans shall describe the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

It is stated for the purpose of guidance to the bidder, a brief narrative should be provided by the bidder in this proposal on the implementation modalities of the following management plans as described and applicable in Appendices II/1, II/2, II/6, II/7/1, II/7/2, II/8, II/9, II/10 II/11, II/13 and II/14 to Annexure-II in Section VII of the Bid Document .

Appendix to Technical Part

Sub-Contracting

SCHEDULE OF SUBCONTRACTORS

Item	Element of work	Approximate value of subcontract	% of bid price	Name and address of subcontractor	Qualification and experience of subcontractor on similar works of the elements executed

The Bidder shall enter in this schedule a list of the major sections and appropriate value of the work for which he proposed to use subcontractors [*for those costing more than 10% of the bid price for each element*], together with the names, addresses and experiences of the proposed subcontractors.

The capability of the sub-contractor will also be assessed (on the same lines as for the main Contractor) before according approval to him.

Appendix to Technical Part
Others

Appendix to Technical Part

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder

Appendix to Technical Part

Form ELI -1.1: Bidder Information Form

Date: _____
 RFB No. and title: _____
 Page _____ of _____ pages

Bidder's name
In case of Joint Venture (JV), name of each member:
Bidder's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Bidder's actual or intended year of incorporation:
Bidder's legal address [in country of registration]:
Bidder's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <ul style="list-style-type: none"> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4 <input type="checkbox"/> Authorization to represent the firm or JV named in above, in accordance with ITB 20 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the Employer
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Appendix to Technical Part Form
ELI -1.2: Information Form for JV Bidders

(Where permitted as per BDS ITB 4.1)
 (to be completed for each member of Joint Venture)

Date: _____
 RFB No. and title: _____
 Page _____ of _____ pages

JV/Specialist Subcontractor Information
Bidder's Joint Venture or Subcontractor's name:
JV member's or Subcontractor's name:
JV member's or Subcontractor's country of registration:
JV member's or Subcontractor's year of constitution:
JV member's or Subcontractor's legal address in country of constitution:
JV member's or Subcontractor's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <ul style="list-style-type: none"> <input type="checkbox"/> 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. <ul style="list-style-type: none"> <input type="checkbox"/> Authorization to represent the firm or JV named in above, in accordance with ITB 20. <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 a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and is not under the supervision of the Employer, in accordance with ITB 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Appendix to Technical Part

DETAILS OF PARTICIPATION IN THE JOINT VENTURE

PARTICIPATION DETAILS	FIRM 'A' (Lead Member)	FIRM 'B'	FIRM 'C'
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			
Execution of Work (Give details on proposed contribution of each)			

The Joint Venture should indicate the details of participation (in %) as above.

Appendix to Technical Part Form

CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1st January 2017 specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1st January 2017 specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (Rs)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, SubFactor 2.3 as indicated below.			

Year of dispute	Amount in dispute (Rs)	Contract Identification	Total Contract Amount (Rs)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (Rs)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Appendix to Technical Part

Form CON – 3: Environmental, Social, Health, and Safety Performance Declaration

[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

Environmental, Social, Health, and Safety Performance Declaration in accordance with Section III, Qualification Criteria, and Requirements			
<input type="checkbox"/> No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.			
<input type="checkbox"/> Declaration of suspension or termination of contract: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (Rs)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year	Contract Identification		Total Contract Amount (Rs)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for gender-based violence; sexual exploitation or sexual abuse breaches]</i>		<i>[insert amount]</i>

Appendix to Technical Part

Form CCC: Current Contract Commitments / Works in Progress

Bidders and each member of a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

(A) Existing commitments and on-going works:

Description of Work	Place and State	Contract number and date	Name of Address of Employer	Vale of Contract (in INR)	Stipulated period of completion	Value of works ¹⁶ remaining to be completed (in INR)	Anticipated date of completion ¹⁷
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which bids already submitted and likely to be awarded – expected additional commitment.

Description of Work	Place and State	Name, Address of Employer	Estimated Value of Works (in INR)	Stipulated period of Completion (Date)	Date when decision is expected	Remarks, if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

¹⁶ Attach certificate(s) from the Engineer(s)-in-Charge.

Appendix to Technical Part

Form FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (Rs)	Historic information for previous _____ years, (amount in Rs)						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Statement of Financial Position (Information from Balance Sheet)							
Total Assets (TA)							
Total Liabilities (TL)							
Total Equity/Net Worth (NW)							
Current Assets (CA)							
Current Liabilities (CL)							
Working Capital (WC)							
Information from Income Statement							
Total Revenue (TR)							
Profits Before Taxes (PBT)							
Cash Flow Information							
Cash Flow from Operating Activities							

This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.

This should be certified by a Chartered Accountant.

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Rs)
1		
2		
3		

3. Financial documents

The Bidder and its parties shall provide copies of financial statements for Seven (7) years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.2. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements¹⁷ for the _____ years required above; and complying with the requirements.

¹⁷ If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

Appendix to Technical Part Form

FIN - 3.2: Average Annual Construction Turnover

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Annual turnover data (construction only)	
Year	Amount in Rs
<i>[indicate year]</i>	<i>[insert amount]</i>
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	
Year 6	
Year 7	
Average Annual Construction Turnover for best 5 years *	

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2. Annual construction turnover calculated as total certified payments received for work in progress or completed, for best 5 years, out of last 7 years. This should be certified by a Chartered Accountant.

Appendix to Technical Part

JOINT VENTURE

Names of all partners of a joint venture
1. Member in charge
2. Member
3. Member

Total value of annual construction turnover, in terms of work billed to clients, in Rupees

Annual Turnover Data (Construction only; in Rs *)							
(Best 5 Years)							
Member	Form 2page no.	Year 1	Year 2	Year 3	Year 4	Year 5	Average
1. Member in charge							
2. Member							
3. Member							
TOTALS							

*** To be certified by a chartered accountant**

Name and address of Bankers to the Joint Venture

Appendix to Technical Part

Form FIN - 3.3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria.

Source of financing	Amount (Rs)
1.	
2.	
3.	
4.	

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CASH FLOW

[To be given from a Nationalized or Scheduled Bank in India-No substitute other than this will be acceptable]

Clause 3.1(ii) of Section III – Qualification Criteria

(1) AVAILABILITY OF CASH FLOW (WORKING CAPITAL)

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

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

-- Sd. --

Name of Bank Manager

Senior Bank Manager

Address of the Bank

*** Change the text as follows for Joint venture:**

This is to certify that M/s. who has formed a JV with M/s. and M/s. for participating in this bid, is a reputed company with a good financial standing.

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

[This should be given by the JV members in proportion to their financial participation.]

Form EXP - 4.1: General Construction Experience

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

[Identify contracts that demonstrate continuous construction work over the past [7] years pursuant to Section III, Qualification Criteria and Requirements, Sub-Factor 4.1. List contracts chronologically, according to their commencement (starting) dates.]

Starting Month/Year	Ending Month/Year	Contract Identification	Role of Bidder ["Contractor" or "Subcontractor" or "Contract Manager"]
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Appendix to Technical Part

Form EXP - 4.2(a): Specific Construction and Contract Management Experience

[The following table shall be filled in for contracts performed by the Applicant, each member of a Joint Venture, and specialist sub-contractors]

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Work performed as prime Contractor or Sub-Contractor or Management Contractor (in the same name and style) on construction works of a similar nature and volume, during the current financial year and also over the last seven financial years¹⁵. [Attach certificate mentioning date of Completion (For fully completed work) OR Date of Substantial Completion (for at least 80% completed work), as the case may be including quantity actually executed and amount thereof, in regard to the similar items as specified in 4.2 (b), of Section III, from the Engineer-in-charge.]

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount ¹⁶			Rs *	
If member in a JV or subcontractor, specify participation in total Contract amount			*	
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

¹⁵ Immediately preceding the financial year and current financial year in which bids are received.

¹⁶ Contract price for fully completed works and 80% of Contract Price for substantially completed works.

**Form EXP - 4.2(a) (cont.) Specific Construction and Contract
Management Experience (cont.)**

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount ¹⁸	
2. Physical size of required works items ¹⁹	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

¹⁸Amount means executed amount, which may not be paid.

¹⁹Physical size means quantity executed.

Appendix to Technical Part

Form EXP - 4.2(b): Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Joint Venture Member's Name _____

Subcontractor's Name²⁰ (as per ITB 33.2 and 33.3): _____

RFB No. and title: _____

Page _____ of _____ pages

Subcontractor's Name (as per ITB 33.2 and 33.3): _____

All subcontractors for key activities must complete the information in this form as per ITB 33.2 and 33.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

Key Activity: Cement Concrete works, Masonry works, Earthwork & Washing & Cleaning of existing P-Tube, Protection works and New Sinking of P-Tubes in connection with installation of DWLRs as explained in the Note in Col.3 against Sl.4.2(b) in the Table of Eligibility & Qualification Criteria, Compliance Requirement and Documentation in Section III.

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount				Rs
Quantity (Volume in each of the contracts including that cited in EXP 4.2(a)), performed under the contract per year or part of the year in the last 7 years, including the current financial year <i>Use this format separately for each of the contracts</i>	Total quantity in the contract (i)	Percentage participation (i)	Actual Quantity Performed (i) x (i)	
Current Year				
Year 1				
Year 2				
Year 3				
Year 4				

²⁰ If applicable.

Year 5			
Year 6			
Year 7			
Employer's Name ²¹ :			
Address:			
Telephone/fax number			
E-mail:			

²¹ Attach certificate from the Engineer-in-charge

Appendix to Technical Part

Form EXP - 4.2(c)

Specific Experience in Managing ES aspects

[The following table shall be filled in for contracts performed by the Bidder, and each member of a Joint Venture]

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

RFB No. and title: _____

Page _____ of _____ pages

1. Key Requirement no 1 in accordance with 4.2 (c):

Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Subcontractor <input type="checkbox"/>
Total Contract Amount			Rs.	
Details of relevant experience				

2. Key Requirement no 2 in accordance with 4.2 (c): _____

3. Key Requirement no 3 in accordance with 4.2 (c): _____

...

Appendix to Technical Part

Form....

(Name of the Project)

(Declaration regarding tax/duty exemption for materials/construction equipment bought for the work)-

(Bidder's Name and Address)

To:

*(Name of the Employer &**address) Dear Sir:*Re: *[Name of Work]*

Certificate for Import/Procurement of Goods/Construction 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 work)*</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 works.
Construction Equipment						

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 work, based on the Bill of Quantities and the construction program and methodology as furnished by us along with the bid.
6. We confirm that the above goods and construction equipment will be exclusively used for the construction of the above work and the construction equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: _____

(Signature) _____

Place: _____

(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.***

Appendix to Technical Part: Bid Security

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]²² (hereinafter called "the Applicant") has submitted his Bid dated _____ [date] or will submit his Bid for the construction of _____ [name of Contract] (hereinafter called "the Bid") under Request for Bids No [insert number] (hereinafter called "the RFB")

KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____²³ 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
 - (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

²²Insert name of the Bidder, which in the case of a joint venture shall be (a) the name of the joint venture that submits the bid if the JV has been constituted into a legally enforceable JV, or (b) the names of all future members of the JV as named in the letter of intent to execute the JV Agreement submitted by the bidder along with its bid.

²³The 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 19.1 of the Instructions to Bidders.

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 _____ (_____ ²⁶days) 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.

²⁶45 days after the end of the validity period of the Bid.

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 in black font 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.:

1) WBMIFMP/APD-III/NCB/24-25/DWLR-CIVIL PART/L4

[Retain only the Lot(s) for which bid(s) is(are) submitted]

Alternative No.²⁴: NOT APPLICABLE

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Bil of Quantities. This accompanies the Letter of Technical Part.

In submitting our Bid, we make the following additional declarations:

(a) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:

[Insert one of the options below as appropriate]

[Option 1, in case of one lot:] Total price is: [insert the total price of the Bid in Rs in words and figures];

Or

[Option 2, in case of multiple lots:] (a) Total price of each lot [insert the total price of each lot in Rs in words and figures]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in Rs. words and figures];

(c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered]*

²⁴ Delete if not applicable

(i)) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

(d) **Commissions, gratuities and fees:** We have paid, or wil 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 and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

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

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 a 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. The power of attorney shall be attached with the Bid Schedules

Appendix to Financial Part: Schedules Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- (a) *to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and*
- (b) *when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic measurement and valuation of Works executed.*

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and contents of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Employer of the realism of rates quoted by the bidders, the Daywork Schedule should normally comprise the following:

- (a) *A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor shall be paid for work executed on a daywork basis.*
- (b) *Nominal quantities for each item of daywork, to be priced by each Bidder at daywork rates as Bid. The rate to be entered by the Bidder against each basic daywork item should include the Contractor's profit, overheads, supervision, and other charges.*

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary priced Bill of Quantities. Additional provisional sums for environmental or social (including Sexual Exploitation, sexual abuse and sexual harassment) requirements may also be added, if required. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Particular Conditions of Contract should state the manner in which they shall be used, and under whose authority (usually the Project Manager's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

These Notes for Preparing a Bill of Quantities are intended only as information for the Employer or the person drafting the bidding document. They should not be included in the final bidding document.

Bill of Quantities

Note:

1. Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 14.2 and GCC Clause 45.4).
2. Unit rates and prices shall be quoted by the bidder in Indian Rupees (refer: ITB Clause 14.1 and ITB Clause 15.1).
3. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern (refer: ITB)

Name of Work: **“Civil work in connection with installation of DWLRs including washing & cleaning of existing P - Tube, construction of protection works for DWLRs over existing P-Tube and new sinking of 100 mm dia P-Tubes and ancillary protection works in the DVCA districts under SWID – comprising 4 (four) Lots”**

Bill of Quantities

Lot 4: Washing & cleaning of Existing 100 Nos. P-Tube and construction of 166 Nos. protection work for DWLR over existing P-Tube in Howrah, Hooghly, Bankura, Purba & Paschim Burdwan.

Sl. No.	Description of Items	Unit	Qty	Rate (Rs.)		Amount ¹¹ (Rs)
				In figures	In words ¹²	
1.00	Bucket washing with the help of suitable bucket after applying Chemical treatment including supply of chemical re-agents & necessary labour for this work complete.	Each Site	100			
2.00	Washing and development by Air Compressor of adequate capacity for a period of at least 2 hours till sand free water comes out inclusive of hire and transportation charges of all tools & plants as necessary all complete as per direction of EIC. (Applicable for 80 mm or above dia P.Tube).	Each Site	100			
3.00	Charges for Mobilisation of drilling equipments, tools & plants etc. and transportation of departmental materials from sub-divisional store to work site and returning excess departmental materials if any, to sub-divisional store after Tubewell completion of work	Each Site	100			

4.00	Earth work in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sandstone) including removing, a lead of 75 m. as directed. The item includes spreading or stacking the spoils within necessary trimming the sides of trenches, levelling, dressing and ramming the bottom, bailing out water as required complete. (a) Depth of excavation not exceeding 1,500 mm	Cum	74.70			
5.00	Single Brick Flat Soling of picked jhama bricks including ramming and dressing bed to proper level and filling joints with local sand.	Sqm	664.00			
6.00	Hire and labour charges for shuttering with centering and necessary staging upto 4 m using approved stout props and thick hard wood planks of approved thickness with required bracing for concrete slabs, beams and columns, lintels curved or straight including fitting, fixing and striking out after completion of works (upto roof of ground floor) (a) 25 mm to 30 mm thick wooden shuttering as per decision & direction of Engineer-In-Charge.	Sqm	718.12			
7.00	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 codes. a) Pakur Variety	Cum	123.17			
8.00	Brick work with 1st class bricks in cement mortar (1:4) (a) In foundation and plinth	Cum	62.25			
9.00	Pre-Construction Anti-termite measures: (a) Anti termite treatment to bottom surface (in case of masonry foundation and basements) and the sides (upto a height of 300 mm. from bottom) of the excavation	Sqm	1162.00			

	trenches with chemical emulsion by admixing chloropyrofos emulsifiable concentrates (1% concentration) with water by weight at the rate of 5 Litres per sq. m. area. The work shall be carried out as per specification described in 6.2.1. of code IS-6313 (part -II) 1981. (Mode of measurement will be the plan area of foundation treated.)					
10.00	Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders etc initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16 gauge black annealed wire at every intersection, complete as per drawing and direction. (a) For works in foundation, basement and upto roof of ground floor/upto 4 m (i) Tor steel/Mild Steel I. SAIL/TATA/RINL	MT	9.628			
11.00	M.S.or W.I. Ornamental grill of approved design joints continuously welded with M.S,W.I. Flats and bars of windows, railing etc.fitted and fixed with lugs in ground floor.necessary screws (i) Grill weighing above 10 Kg./sq.mtr and up to 16 Kg./sq. mtr.	Qntl	74.368			
12.00	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including course, scaffolding/staging where necessarythroating, nosing and drip (Ground floor).[Excluding cost of chipping over concrete surface] With 1:4 cement mortar 15mm thick plaster	Sqm	1612.36			
13.00	Neat cement punning about 1.5mm thick in wall, dado, window	Sqm	1612.36			

	sill, floor etc. NOTE: Cement 0.152 cu.m per 100 sq.m.					
14.00	Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc.	Sqm	498.00			
15.00	Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface, if necessary On steel or other metal surface With super gloss (hi-gloss) Two coats (with any shade except white)	Sqm	498.00			
16.00	Supplying and fitting, fixing complete of MS clamp for fixing the angle frame with the concrete and mortice locking and holding arrangement of Box Type eco-logger machine all complete.	Each	166.00			
17.00	Writing of name of the station and RL by synthetic paint of Red colour on base paint of yellow colour as per direction of EIC and drawing all complete.	Each	166.00			
18.00	Carrying charges of materials to the remote site from the head quarter to the nearest pucca road then by head load by labour (upto 50 km @ Rs. 20 per Km or hault @ Rs. 140/hour) by Carriage vehicle for 2(two) days all complete.	Each	166.00			
19.00	Ventilation arrangement by 50mm dia hole by PVC pipe surrounding the brick work for better signalling as per instruction of EIC and mending the holes properly by cement including supply of all materials complete.	Each	166.00			
20.00	Surface Dressing of the ground in any kind of soil including removing vegetation inequalities not exceeding 15 cm depth and	Sqm	8300.00			

	disposal of the rubbish within a lead upto 75 m as directed.					
21.00	Testing of environmental parameters, once in every two months of following components as per Annexure- III, Section VII (Environmental Test) (a) Air Quality in Two locations of construction site.	Each set	6.00			
21.01	b) Noise quality from two locations of construction site during operation of noise generating plant/ equipment/ machineries (as per West Bengal Pollution Control Board (WBPCB) Norms)	Each set	6.00			
21.02	c) Ground water quality from one drinking water sources located adjacent to construction site.	Each set	3.00			
21.03	d) Soil quality from one location where construction work is in progress and construction material, or C & D waste is stored temporarily.	Each set	3.00			
22.00	Arranging and conducting camp for awareness and sensitization against Sexual Exploitation and Abuse (SEA) / Gender Based Violence (GBV) in consultation with the Project Manager. (a) Workers & Labour Force (twice during a year)	Each	2.00			
22.01	(b) Vilages/ Community	Each	1.00			

¹¹ The total amount is automatically calculated by the e-procurement system, from unit rates and quantities, where the e-procurement system supports such functionality

¹² The amount in words is automatically populated by the e-procurement system, where the e-procurement system supports such functionality

Section V - Eligible Countries

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

In reference to ITB 4.8, and 5.1, 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) and 5.1 : *None*
Under ITB 4.8 (b) and 5.1 : *None*

[Note: as and when some country/ countries become ineligible insert the list of such countries following approval by the Bank to apply the restriction]

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, subconsultants, 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;
 - i. "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;
 - ii. "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, subcontractors, 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 mis procurement, 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, financial y or in any other manner;²⁵ (i) to be a nominated²⁶ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (i i) 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 inspect²⁷ al 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.

²⁵For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for prequalification, 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.

²⁶A 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.

²⁷Inspections 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.