

# **PROCUREMENT OF WORKS**

**Up to Shopping Thresholds**

*[Single Envelope with e-Bidding]*

**July 2018**

**GOVERNMENT OF INDIA  
NATIONAL HYDROLOGY PROJECT  
WORLD BANK FUNDED  
INVITATION FOR BIDS (IFB)**

**SHOPPING FOR WORKS**

Memo No : 386 / NHP-02 / 02

Date: 18/07/2018

**Bid No: WBIW/NHP/IFB-04/2018-19**

1. The Implementing Agency, Borrower, "West Bengal (SW)", I&WD, Govt. of WB, recipient of 100% grant from Ministry of Water Resources, Govt. of India has received financing from the World Bank toward towards the cost of National Hydrology Project and intends to apply part of the proceeds toward payments under the contract for construction of works detailed in the Table below. Bidders should be registered with the Government of India or other State Governments/ Government of India, or State/Central Government Undertakings. **Bidders are advised to note the minimum qualification criteria specified in Clause 2 of the Instructions to Bidders to qualify for the award of the contract.** In addition, they may also refer to paragraphs 1.6 and 1.7 of the World Bank's Guidelines: *Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers - January 2011, revised July 2014* setting forth the World Bank's policy on conflict of interest.
2. The Irrigation & Waterways Department, Govt. of West Bengal invites bids electronically for construction of works detailed in the Table. The Bidders may submit Bids for any or all of the packages listed in the Table.
3. The Bidding Document is available online and can be downloaded free of cost by logging on to the website: <https://wbtenders.gov.in>. The bids are to be submitted online through the same e-procurement portal only. Bids submitted manually will not be accepted. The bidders would be required to register in the website which is free of cost.
4. For submission of the Bid, the Bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized 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: [www.wbtenders.gov.in](http://www.wbtenders.gov.in)
5. Bids must be accompanied by Bid Security of the amount specified for the work in the Table below, drawn in favour of **The Executive Engineer, Burdwan I & P Division** and payable at **Burdwan** . Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid. Bids should be valid for 60 days after the deadline date specified for submission. Procedure for submission of Bid Security is described in Para 7 below.
6. Bids must be submitted on e-Procurement portal of NIC <https://wbtenders.gov.in>. on or before **17:00** hours on **06.08.2018** and will be opened online on **09.08.2018** at **15:00**

hours. Record of bid opening will be electronically shared with bidders. If the office happens to be closed on the date of opening of the Bids as specified, the Bids will be opened on the next working day at the same time and venue. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. The electronic bidding system would not allow late submission of bids.

7. The bidders are required to submit specified original documents including original Bid Security in approved form with **The Executive Engineer, Burdwan Investigation & Planning Division, 3<sup>rd</sup> floor, Purta Bhawan, Purba Burdwan** at the address given below before the date and time specified for opening of the Bids, by registered post/speed post/courier or by hand, failing which the Bids will be declared non-responsive and will not be opened.
8. Other details can be seen in the bidding documents. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website for the latest information related to the Bid.

**TABLE**

Sl No.	Name of work	Bid Security (Rs.)	Cost of Bidding Document (Rs.)	Intended Completion Period
1	<b>Construction of SCADA office building at Tilpara barrage within block- Suri-I, P.S. Suri of district Birbhum under NHP.</b>	1.5 lakhs	Free of Cost	240 days

**Name and address of Employer**

**Executive Engineer, Burdwan Investigation & Planning Division, I&W Department**  
**Purta Bhawan, 3<sup>rd</sup> Floor, Purba Bardhaman, 713103, West Bengal**  
 Tel. No: 0342 2646799, 9432093915      Mail id: eebipd2012@gmail.com

**NATIONAL HYDROLOGY PROJECT  
WORLD BANK FUNDED  
Invitation for Bids for Works under National Competitive Bidding**

1. The Irrigation & Waterways Department, Govt. of West Bengal. invites Bids which shall be submitted in the e-Procurement Portal for the construction of following works:

**Construction of SCADA office building at Tilpara barrage within block- Suri-I, P.S. Suri of district Birbhum under NHP.**

**(Bid No: WBIW/NHP/IFB-04/2018-19)**

2. Detailed Invitation for Bid is available on e-Procurement portal of NIC <https://wbtenders.gov.in> The Bidding Document is also available online and can be downloaded free of cost by logging on to the website.. <https://wbtenders.gov.in>.
3. The deadline for submission of Bids is **06.08.2018** at 17.00 hours. Bids will be opened on **09.08.2018** at 15.00 hours.
4. Bidders are advised to note the minimum qualification criteria specified in the bidding documents. Interested Bidders may participate in the bidding process as per instructions given in the Bidding Docume

**Executive Engineer, Burdwan Investigation & Planning Division, I&W Department**  
**Purta Bhavan, 3<sup>rd</sup> Floor, Purba Bardhaman, 713103, West Bengal**  
Tel. No: 0342 2646799, 9432093915      Mail id: [eebipd2012@gmail.com](mailto:eebipd2012@gmail.com)

## SECTION – 1

### Instructions to Bidders

#### 1. Scope of Works

The **Executive Engineer Burdwan Investigation & Planning Division** (Employer) invites Bids electronically for the construction of works as detailed in the Table given below, which shall be submitted through the e e-Procurement Portal of NIC <https://wbtenders.gov.in>

Brief Description of the Works	Intended Completion Period
<b>Construction of SCADA office building at Tilpara barrage within block- Suri-I, P.S. Suri of district Birbhum under NHP.</b>	<b>240 days</b>

The successful Bidder will be expected to complete the works within the intended completion period specified above.

#### 2. Qualification Criteria

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

- The Bidder should have satisfactorily completed as a prime contractor at least one similar work of value not less than Rs. **51 lakhs** in the last three years i.e 2015-16, 2016-17 & 2017-18;
- The Bidder should have achieved annual financial turnover of value not less than Rs **150 lakhs** in at least one year during the last three years i.e. 2015-16,2016-17 & 2017-18 ;
- The Bidder should possess valid electrical license for executing building electrification works (in the event of the works being sub - contracted, the sub-contractor should have the necessary license);
- The Bidder should not have been debarred (or dealings suspended) on the date of bid opening by the Central/State Governments/undertakings or by the World Bank.
- The Bidder should provide evidence of availability of liquid assets and/or credit facilities of not less than Rs **20 lakhs**, by submitting its Banker's certificate on the format given in Section 2.

### **3. Qualification Information to be provided by the Bidder**

The bidder shall provide qualification information which shall include:

- (a) Total monetary value of construction works performed in each year of the last 3 years i.e. 2015-16, 2016-17 & 2017-18;
- (b) List of works (similar to the works described in Para 1) completed satisfactorily as a prime contractor during the last 3 years(2015-16, 2016-17 & 2017-18), enclosing certificates from the respective Employers in support of experience claimed along with the Employers' contact numbers for contacting them for verification, if required;
- (c) CV of the proposed Site Engineer;
  - 1. Construction Manager (1 No.) : The person should possess Degree in Civil Engg with minimum 3 years experience or Diploma in Civil Engg with minimum 5 years experience.
- (d) Report on its financial standing, along with last 3 years' financial statements/Profit and Loss Statements; and
- (e) Details of any litigation, current or during the last 3 years in which the Bidder is involved, the parties concerned and disputed amount or award in each case.

### **4. Eligibility - Conflict of Interest\***

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

- i. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- ii. receives or has received any direct or indirect subsidy from another Bidder; or
- iii. has the same legal representative as another Bidder; or
- iv. 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
- v. any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
- vi. has a close business or family relationship with the concerned professional staff of the project implementing agency.

\* For further details, the Bidder may refer to Clauses 1.6 and 1.7 of the World Bank's *Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, January 2011, revised July 2014.*

## **5. Bid Price**

- a) The Contract shall be for the whole of the Works as described in drawings and technical specifications. Corrections in the Bid, if any, shall be carried out by editing the information before electronic submission on e-Procurement Portal.
- b) All duties, taxes and other levies payable by the Contractor under the Contract shall be included in the total price.
- c) Prices shall be quoted in Indian Rupees only. Prices quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.
- d) The Bidder shall enter on the e-Procurement Portal rates and prices and line item total for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the Bidder shall be deemed covered by other rates and prices in the Bill of Quantities.

## **6. Preparation of Bids**

- 6.1** The Bidder is advised to visit the site of Works at his own expense and obtain all information that may be necessary for preparing the Bid.
- 6.2** Each Bidder shall submit only one Bid. Bidders should not contact other competing Bidders in matters relating to this Bid.
- 6.3** The Bidding Document is available online on the website, e-Procurement Portal of NIC <https://wbtenders.gov.in> and can be downloaded free of cost.

The Bidding Document comprises the following:

- (i) Instructions to Bidders;
- (ii) Detailed Bill of Quantities;
- (iii) Technical Specifications and Drawings; and
- (iv) Draft Contract Agreement format which will be used for finalizing the Agreement for this Contract.
- (v) Bank Policy - Corrupt and Fraudulent Practices

### **6.4 Bid Security**

The Bidder shall submit Bid Security for the amount of Rs. **1.50 lakhs** in one of the following forms:

- A bank guarantee issued by a nationalized / scheduled bank located in India in the form given in Section 2; or

Certified cheque or Bank draft payable to **The Executive Engineer, Burdwan I & P Division**, and payable at Burdwan .

- Fixed Deposit/Time Deposit certificates issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values are acceptable provided these are pledged in favour of **The Executive Engineer, Burdwan Investigation & Planning Division**, and such pledging has been noted and suitably endorsed by the bank issuing the deposit certificates.
- The Bid Security shall be valid for **forty-five (45) days** beyond the original validity period of the Bid

6.5 The Bidder shall furnish with its Bid as per Format in Section 2, an Affidavit confirming correctness of information and documents submitted with the Bid.

#### 6.6 **Electronic Submission of Bids**

Bids shall be submitted online on the e-Procurement Portal specified in ITB Clause 1. Detailed guidelines for viewing Bids and submission of online Bids are given in the website. Any Bidder can log on to this website and view the IFB and details of Works for which Bids are invited. However, every Bidder has to enrol/ register in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any Authorised Certifying Agency. 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 onto the website. The Bidder can then log in the website through the secure login by entering the password of the e-token & the user id/ password chosen during registration.

The Bidder should go through the Bidding Document carefully and submit the specified documents, along with the Bid otherwise the Bid may get rejected.

6.7 Bid submitted online by the Bidder shall comprise the following.

- (a) Priced Bill of Quantities to be filled online (using the BOQ Schedule uploaded with the bidding documents):  
Entry of rates for items of work in the BOQ Schedule shall be made by the Bidder online. Upon entry of unit rates for all the items of work, total Bid Price would be calculated automatically by the System and displayed.
- (b) The Bidder shall upload scanned copies of the following documents with the Bid on the e-Procurement Portal.
  - (i) **Letter of Bid** as per format given in Section 2;
  - (ii) **Bid Security** in accordance with ITB 6.4;
  - (iii) **Credit facilities:** Banker's certificate evidencing access to credit facilities in the format given in section 2 [ITB Clause 2 (f)];
  - (iv) **Annual Turnover:** Chartered Accountant's Certificate showing Annual Turnover during the last three financial years. [ITB Clause 2 (b)] with supporting documents ( Profit & Loss A/C , Balance

sheet, Form – 3CA, 3CB, 3CD etc.)

- (v) **Authorization:** Power of Attorney of signatory of Bid (Paragraph 1.1 of Qualification Information)
- (vi) **Affidavit**, as per format given in Section 2, confirming correctness of information and documents submitted with the Bid [ITB Clause 6.5]; and
- (vii) **Qualifications:**
  - (a) Qualification information and supporting documents relating to similar nature of works executed and payments received; (ITB Clause 2 (a) and paragraph 1.3 of Qualification Information)
  - (b) Details of proposed sub-contractors; (Paragraph 1.4 of Qualification Information) and
  - (c) Other details listed in Paragraphs 1.6 and 1.7 of the Qualification Information Form.
- (viii) **Authorized address and contact details** of the Bidder having the following information:
  - Name of Firm
  - Address for communication
  - Telephone No.(s): Office
  - Mobile No.
  - Facsimile (FAX) No.
  - Electronic Mail Identification (E-mail ID)

6.8 All documents are required to be signed digitally by the Bidder. The System generates a Unique Bid Identification Number, time stamped as per server time, as an acknowledgement for Bid submission.

6.9 Any Bid or modifications to Bid (including discount) received outside the e-Procurement System shall not be considered.

#### 6.10 **Deadline for submission of Bids**

Bids must be uploaded online no later than the deadline for submission of bids viz. time **17:00 (hours)** and date **06.08.2018**, as per server time. A Bidder may modify its Bid any number of times by using the appropriate option for Bid modification on the e-Procurement Portal, before the deadline for submission of Bids. For bid modification and consequential re-submission, the bidder is not required to withdraw its Bid submitted earlier. The last modified Bid submitted by the Bidder within the deadline for bid submission shall be considered as the Bid. The modification and consequential re-submission of Bids is allowed any number of times.

A Bidder may withdraw its bid by using the appropriate option for Bid withdrawal, before the deadline for submission of Bids. **If a bid is withdrawn, re-submission of the bid is not allowed.**

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

**6.12 Submission of Original Documents**

Bidders are required to submit the following documents **in original** to the Employer's office at. **Executive Engineer, Burdwan Investigation & Planning Division, 3<sup>rd</sup> floor, Purta Bhawan, Purba Burdwan, 713103, West Bengal**

- (i) Original Bid Security in approved form;
- (ii) Affidavit confirming correctness of information and documents submitted with the Bid, using the Format given in Section 2; and
- (iii) Original Power of Attorney.

These original documents should be received by the Employer **before the date and time fixed for opening of Bids**, either by registered/speed post/courier or by hand, failing which the Bid will be declared non-responsive, and will not be opened. Hard copies of Bids or any other documents are not required to be submitted.

**7. Validity of Bid**

Bid shall remain valid for a period not less than **60 days** after the deadline specified for submission. If a Bidder withdraws/modifies/substitutes its Bid after the deadline for submission, during the period of bid validity specified by the Bidder in the Letter of Bid, the Bid Security shall be forfeited.

**8. Public Opening of Bids**

- 8.1 All Bids received online by the deadline specified in ITB 6.10 will be opened online by the Employer, in the office of **Executive Engineer, Burdwan Investigation & Planning Division, 3<sup>rd</sup> floor, Purta Bhawan, Purba Burdwan** on **09.08.2018 at 15:00 hrs** in the presence of Bidder's designated representatives and anyone who chooses to attend, and this can also be viewed by the Bidders online.

- 8.2 In all cases, original documents submitted as specified in ITB 6.12 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 6.12 will be declared non-responsive and will not be opened.

Thereafter, the Bidders' names, Bid prices, the total amount of each Bid, any discounts, Bid modifications and withdrawals, the presence or absence of Bid security, and such other details as the Employer may consider appropriate, will be recorded as Bid opening summary. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record.

- 8.3 The Bid opening summary will be uploaded on the e-Procurement Portal and a copy of the same will be handed over to the Bidders' representatives present at the time of Bid opening.
- 8.4 Any Bid price, which is not declared and recorded, will not be taken into account in Bid Evaluation.

- 8.5 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.
9. Information relating to evaluation of bids and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with the process until the award to the successful Bidder is announced.

## **10. Evaluation of Bids**

### **10.1 Correction of Arithmetical Errors**

The e-Procurement System automatically calculates and inserts the total Bid Price in the BOQ Schedule on the basis of (i) unit rates entered by the Bidder in the BOQ Schedule online and (ii) quantities provided in the BOQ Schedule. The System also automatically populates the amount in words from the amount in figures. Therefore, there is no scope of discrepancy and need for arithmetic correction.

### **10.2 The Employer will evaluate and compare the Bids determined to be substantially responsive i.e. which**

- (a) are properly signed;
- (b) are accompanied by the Bid Security of requisite amount and validity in the approved form;
- (c) conform to the terms and conditions of the Bidding Documents, and specifications & drawings without any material deviations.
- (d) meet the eligibility criteria defined in ITB Clause 4; and
- (e) meet the qualification criteria specified in clause 2 above.

## **11. Award of contract**

- 11.1 The Employer will award the contract to the Bidder whose Bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price and who meets the specified qualification criteria.
- 11.2 Notwithstanding the above, the Employer reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract.
- 11.3 The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the bid validity period.
- 11.4 The Bid security of unsuccessful bidders will be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 12.
- 11.5 Within 2 weeks of the issuance of notification of award, the Employer will publish on the e-Procurement Portal, following details of the Contract:

- (i) Name of each Bidder who submitted the Bid;
- (ii) Bid prices;
- (iii) Name and evaluated price of each Bid that was evaluated;
- (iv) Names of Bidders whose Bids were rejected and the reasons for their rejection; and
- (v) Name of the selected Bidder, the price it offered, and the duration & summary scope of the contract awarded.

## **12. Performance Security**

Within 15 days of receiving Notification of Award/Letter of Acceptance, the successful bidder shall deliver to the Employer, Performance Security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of **5% of the contract price**. The Performance Security shall be **valid until 30 days** beyond the expiry of the Defects Liability Period specified in clause 13. In case of a bank guarantee, Performance Security should be based on the Form included in Section, or the Form acceptable to the Employer.

Failure of the successful Bidder to furnish Performance Security and sign the Contract Agreement within the stipulated period shall constitute sufficient grounds for annulment of award and debarring the Bidder from participation in bidding for works by the Employer for a period of two years. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily or call for fresh bids.

## **13. Defects Liability**

The “Defects Liability Period” for the works is **six months** from the date of taking over possession of the site and the completed Works by the Employer. During this period, the Contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

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

## **15. Corrupt and Fraudulent Practices**

The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 4. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

## **SECTION - 2**

### **Bidding Forms**

1. Qualification Information Form
2. Format of Bank certificate for Credit facility
3. Letter of Bid
4. Bill of Quantities Schedule
5. Form of Bid Security (Bank Guarantee)
6. Form of Affidavit for Correctness of Information and Documents
7. Format of Letter of Acceptance

## **QUALIFICATION INFORMATION FORM**

The Bidder is required to submit the qualification information on the following format.

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

Power of attorney of signatory of Bid  
*[Attach copy]*

**1.2** Total value of Civil Engineering 20\_\_\_\_\_  
Construction works performed in the last 20\_\_\_\_\_  
3 years (in INR Lakhs) 20\_\_\_\_\_

**1.3** Work performed as prime contractor (under the same name of the Bidder) on works of a similar nature over the last three years.

Project Name	Name of Employer	Description of work	Contract No. and date	Value of contract (Rs. Lakhs)	Stipulated Date of completion	Actual date of completion	Remarks explaining reasons for delay in completing the work

Existing commitments and on-going works:

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

\* Enclose a certificate from the Engineer concerned.

**1.4** Proposed subcontractors

<b>Sections of the works</b>	<b>Value of Sub-contract</b>	<b>Sub-contractor (name &amp; address)</b>	<b>Experience in similar work</b>

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

**1.6** Name, address, and telephone, mailid, and fax numbers of the Bidder's bankers who may provide references if contacted by the Employer.

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

<b>Other party(ies)</b>	<b>Employer</b>	<b>Cause of dispute</b>	<b>Amount involved</b>	<b>Remarks showing present status</b>

**SAMPLE FORMAT FOR EVIDENCE OF  
ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES**

**BANK CERTIFICATE**

This is to certify that M/s ----- is a reputed company with a good financial standing. If the contract for the work, namely, \_\_\_\_\_ is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. \_\_\_\_\_ to meet their working capital requirements for executing the above contract.

(Signature of Senior Bank Manager)

Name of the Senior Bank Manager

Address of the Bank

Stamp of the Bank

**Note:** Certificate should be on the letter head of the bank.

## LETTER OF BID

**INSTRUCTIONS TO BIDDER: 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 intended to help the Bidder in completing this letter and such text should be deleted before submitting this letter.*

Description of the Works\* \_\_\_\_\_ *[Insert brief description of the Works]*

Our Reference: No..... Dated.....

To:

*[Employer's name and address]*

Subject: Construction of..... *[Insert brief description of the Works]*

Sir,

1. We have examined and have no reservations to the Bidding Documents. We offer to execute the Works described in the Bidding Document in accordance with the Contract Agreement/Conditions of Contract enclosed therewith at a total Fixed Contract Price of:

Rs. \*\* \_\_\_\_\_ *[in figures]*

Rs. \*\* \_\_\_\_\_ *[in words]*

2. In submitting our Bid, we make the following declarations:

- (a) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (b) **Conformity:** We offer to execute in conformity with the bidding document the following Works: \_\_\_\_\_ *[insert brief description of the Works]*
- (c) **Bid Validity Period:** Our Bid shall be valid for 60 days as specified in ITB 7 from the date fixed for the Bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (e) **One Bid Per Bidder:** We are not submitting any other Bid in compliance with ITB 6.2.
- (f) **Suspension and Debarment:** We have not been debarred/removed from approved list (dealings suspended) by the Central or any State Government or by the World Bank.

- (g) **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;
- (h) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive;
- (i) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive arrangements with competitors or any type of Fraud and Corruption; and
- (j) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely 'Prevention of Corruption Act 1988'.
- (k) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount 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."]*

Yours faithfully,

Authorized Signature

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

In the capacity of [insert legal capacity of person signing the Letter of Bid]

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

Address \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

\* To be filled in by the Employer before issuance of the Bidding Document.

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

## Bill of Quantities Schedule

*[IA should insert BOQ details using the Sample format given below.]*

## Bill of Quantities

Item no.	Description	Unit	Quantity	Unit Rate (INR)		Amount (INR)	
				In figures	In words	In figures	In words
Total Bid Price							

## Form of Bid Security

### (Bank Guarantee)

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:**

*[Insert name and address of the Employer]*

**Invitation for Bids No:** *\_[Insert reference number for the Invitation for Bids]*

**Date:** *[Insert date of issue]*

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

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

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

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

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

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to

the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) forty five days after the Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto, accompanied by the bidding document; or (c) three years after the date of issue of this guarantee.

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

---

*[signature(s)]*

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

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

***[Reference ITB 6.5]***

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

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

1. I hereby certify that all the information and documents furnished with the Bid submitted online in response to IFB number ..... date ..... issued by ..... (authority inviting bids) for ..... (name and identification of work) are true and correct.
2. \*I hereby certify that I have been authorised by ..... (the bidder) to sign on their behalf, the Bid mentioned in paragraph 1 above.

Deponent

Place: .....

Date: .....

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

**LETTER OF ACCEPTANCE CUM NOTICE TO PROCEED WITH THE WORK**  
**(ON LETTER HEAD OF THE EMPLOYER)**

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

To  
*[Name and address of the Contractor]*

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

Dear Sirs,

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

You are hereby requested to furnish Performance Security for an amount of Rs.  
\_\_\_\_\_ (equivalent to 5% of the contract price) within 15 days of the receipt of  
the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of  
.....(Employer) shall be valid until 30 days beyond the expiry of the Defects  
Liability Period i.e. upto \_\_\_\_\_. Failure to furnish the Performance Security  
will lead to cancellation of the award of contract.

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

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

Yours faithfully,

**Authorized Signature**  
**Name and title of Signatory**

**Check List for submission of Bid**

Sl. No.	Documents	Whether submitted or not ? (Yes/No)
1.	Priced Bill of Quantities to be filled online (using the BOQ Schedule uploaded with the bidding documents)	
2.	Letter of Bid as per format given in Section 2	
3.	Bid Security in accordance with ITB 6.4	
4.	Credit facilities: Banker's certificate evidencing access to credit facilities in the format given in section 2 [ITB Clause 2(f)]	
5.	Annual Turnover : Chartered Accountant's Certificate showing Annual Turnover in the last three financial years. [ITB Clause 2(b)]	
6.	Authorization : Power of Attorney of signatory of Bid (Paragraph 1.1 of Qualification Information)	
7.	Affidavit, as per format given in Section 2, confirming correctness of information and documents submitted with the Bid [ITB Clause 6.5]	
8.	Qualification:	
	(a) Qualification information and supporting documents relating to similar nature of works executed and payments received; (ITB Clause 2(a) and paragraph 1.3 of Qualification Information)	
	(b) Details of proposed sub-contractors; (Paragraph 1.4 of Qualification Information ) and	
	(c) Other details listed in Paragraphs 1.6 and 1.7 of the Qualification Information Form.	
	(d) Qualification information form as per bid document.	

## **SECTION - 3**

1. Contract Agreement form
2. Selected Bidder's Priced BOQ (as Annexure 1 to Contract Agreement)
3. Specifications and Drawings (as Annexure 2 to Contract Agreement)
4. Format for certification of Contractor's work by the Employer's Engineer (as Annexure 3 to Contract Agreement)
5. Form of Performance Bank Guarantee

# CONTRACT AGREEMENT FORM

## ARTICLES OF AGREEMENT

1. This deed of agreement is made in the form of Agreement on \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ 20\_\_\_\_, between the \_\_\_\_\_ (Employer) or his authorized representative (hereinafter referred to as the first party) and \_\_\_\_\_ (Name of the Contractor), resident of \_\_\_\_\_ (hereinafter referred to as the second party), to execute the work of construction of \_\_\_\_\_ (hereinafter referred to as works) on the following terms and conditions.

### 1.1 Definitions

Following terms wherever used in the contract, have the following meanings:

**Arbitrator** is the person appointed by the First Party to resolve disputes as provided for in Clause 14.

**Bill of Quantities** means the priced and completed **Bill of Quantities** forming part of the Bid.

The **Completion Date** is the date of completion of the Works as certified by the Engineer in accordance with Clause 5.

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works during the Defects Liability Period.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by the Employer.

The **Contractor's Bid** is the completed Bidding document submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days; **months** are calendar months.

The **Defects Liability Period** is the period named in the Contract and calculated from the Completion Date as defined above.

The **Employer** is the party who will employ the Contractor on behalf of Govt. to carry out the work.

The **Executive Engineer, Mayurakshi Head Quarter Division I&WD at Suri** will be the Engineer-in-charge on behalf of the employer i.e. concerned Executive Engineer will be responsible for supervising the execution of the works and administering the Contract.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the Letter of Acceptance.

The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in Clause 5 of this Agreement. The Intended Completion Date may be revised only by the Employer by issuing an amendment to the Contract for extension of time.

**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Engineer.

The **Start Date** is the date when the Contractor shall commence execution of the works as stipulated in the Letter of Acceptance. It does not necessarily coincide with any of the Site Possession Dates.

**Temporary Works** are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Engineer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and hand over to the Employer, as defined in the Contract

## **2. Contract Price**

The total Contract Price for the works is Rs.\_ as reflected in Annexure 1.

## **3 Payments under the contract**

**3.1** Payments to the second party for the construction work will be released by the first party as mentioned below:

- (a) On the second party submitting an Invoice supported by the monthly statement of estimated value of the work completed less the cumulative amount certified previously along with the details of quantity of works executed – given in the tabulated form approved by the Engineer; and  
on certification of the Invoice by the Engineer nominated by the first party with respect to quality and quantity of works in the format in Annexure 3.

The Engineer will complete the certification of payments within 15 days of the submission of the Invoice by the Second Party.

**3.2** Payments shall be adjusted for deductions for retention, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the amounts certified by the Engineer within 28 days of the date of submission of the invoice by the Contractor.

- 3.3** If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall not be paid any interest upon the delayed payment.
- 3.5** Items of the Works for which no rate or price has been entered in the Bill of Quantities will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract
- 3.6** The Employer shall retain (Retention Money) 6% of the amount from each payment due to the Contractor subject to the maximum of 5% of final contract price. Half of the amount retained shall be repaid upon completion of the works, and other half shall be repaid when the Defects Liability Period has passed and the Engineer has certified that all defects notified to the Contractor before the end of this period have been corrected. On completion of the whole works the Contractor may substitute the balance retention money with an “on demand” Bank guarantee.

#### **4. Notice by Contractor to Engineer**

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

#### **5. Completion time**

The works should be completed in 240 days from the date of this Agreement, i.e. by ..... [ddmmYYYY], referred to as the Intended Completion Date. In exceptional circumstances, the time period/Intended Completion Date stated in this clause may be extended in writing by mutual consent of both the parties.

After completion of the works, the Contractor shall request the Engineer to issue a Certificate of Completion of the Works and the Engineer will do so upon deciding that the Work is completed.

The Employer shall take possession of the site and the Works within seven (7) days of the Engineer issuing a Certificate of Completion.

- 6.** If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:
- a) The first party does not give access to the site or a part thereof by the agreed period.
  - b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.

- c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
  - d) Payments due to the second party are delayed without reason.
  - e) Certification for stage completion of the work is delayed unreasonably.
7. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay **liquidated damages @ Rs. 3000/-per day** which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages reaches 5 % of the contract value.

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

- 8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- 8.2 The first party shall supply 3 sets of drawings, specifications and guidelines to the second party for the proposed works.
- 8.3 Possession of the site will be handed over to the second party within 10 days of signing of the Agreement.
- 8.4 The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5 The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

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

- 9.1 The second party shall:
- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
  - b) employ suitable skilled persons to carry out the works;

- c) regularly supervise and monitor the progress of work;
- d) abide by the technical suggestions / direction of supervisory personnel including Engineer etc. regarding construction;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification;
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
- g) keep the first party informed about the progress of work;
- h) correct the notified defects within the length of time specified by the Engineer;
- i) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party;
- j) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims from the start date to the end of Defect Liability Period;
- k) pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law);
- l) abide by all labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority;
- m) abide by all enactments on environmental protection and rules made there under, regulations, notifications and by-laws of the State or Central Government, or local authorities;
- n) be responsible for the safety of all activities on the Site.

#### **10. Variations / Extra Items**

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

- (a) The second party shall provide the Engineer with a bid for carrying out the extra items when requested to do so by the Engineer. The Engineer shall assess the bid, which shall be given within seven days of the request before the extra items are ordered.

- (b) If the bid given by the second party is unreasonable, the Engineer may order the extra items and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the extra items on the Contractor's costs.
- (c) The second party shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

## **11. Delays ordered by the Engineer**

The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delay or suspension of work which increases the Contractor's costs shall be subject to equitable adjustment by the Employer.

## **12. Defects Liability**

- 12.1 The "Defects Liability Period" for the work is six months from the date of taking over of possession of the site and the completed Works by the Employer in accordance with Clause 5. During this period, the Contractor will be responsible for rectifying any defects in construction free of cost to the Employer.
- 12.2 The Engineer shall give notice to the Contractor of any Defects [specifying a time limit by which it should be corrected] before the end of the Defects Liability Period. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 12.3 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the time period specified by the Engineer.
- 12.4 If the Contractor has not corrected a Defect within the time period specified in the Engineer's notice, the Engineer shall assess the cost of having the Defect corrected and the Contractor shall pay this amount.

## **13. Securities**

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or Demand draft. The Performance Security shall be valid until 30 days beyond the expiry of the Defects Liability Period.

## **14. Taxes**

The Contractor is responsible for all taxes in accordance with the laws of the country.

## **15. Final Account**

- 15.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Engineer shall issue a Defects Liability Certificate after the Contractor has fulfilled its obligations under the Contract to this end and certify any final payment that is due to the Contractor within fifteen (15) days of receiving the Contractor's account if it is correct and complete. If it is not, the Engineer shall issue within fifteen (15) days a schedule that states the scope of the corrections or changes that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the

Engineer shall decide on the amount payable to the Contractor and issue a payment certificate.

## **16. Termination**

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

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

- (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
- (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a security which is required;
- (e) the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract; and
- (f) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the clause 7 of this Agreement.

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

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

## **17. Payment upon Termination**

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

17.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less payments received up to the date of the certificate, less other recoveries due in

terms of the contract and less taxes due to be deducted at source as per applicable law.

**18. Property**

All materials and construction equipment on the Site, temporary works, and Works shall be deemed to be the property of the Employer if the Contract is terminated because of the Contractor’s default.

**19. Dispute settlement**

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

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

**20. Corrupt and Fraudulent Practices**

The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 4. In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

**The Priced Bill of Quantities (Annexure 1) and Specification and Drawings (Annexure 2) are attached.**

In Witness whereof the parties thereto have caused this Agreement to be executed the day, month and year written hereunder:

Signed, sealed and delivered by the said Parties:

(Signature of the Employer)  
Name.....  
Date.....  
Designation.....  
Organization.....

(Signature of the Contractor)  
Name.....  
Date.....  
Designation.....  
Name of the Firm.....

**Attachments**

Priced Bill of Quantities - Annexure 1

Specifications and Drawings - Annexure 2

## **Annexure 1**

*[Selected Bidder's Priced Bill of Quantities submitted with its Bid shall be incorporated here as an Annexure to the Contract Agreement.]*

***BOQ provided in Excel format separately***

## **Annexure 2**

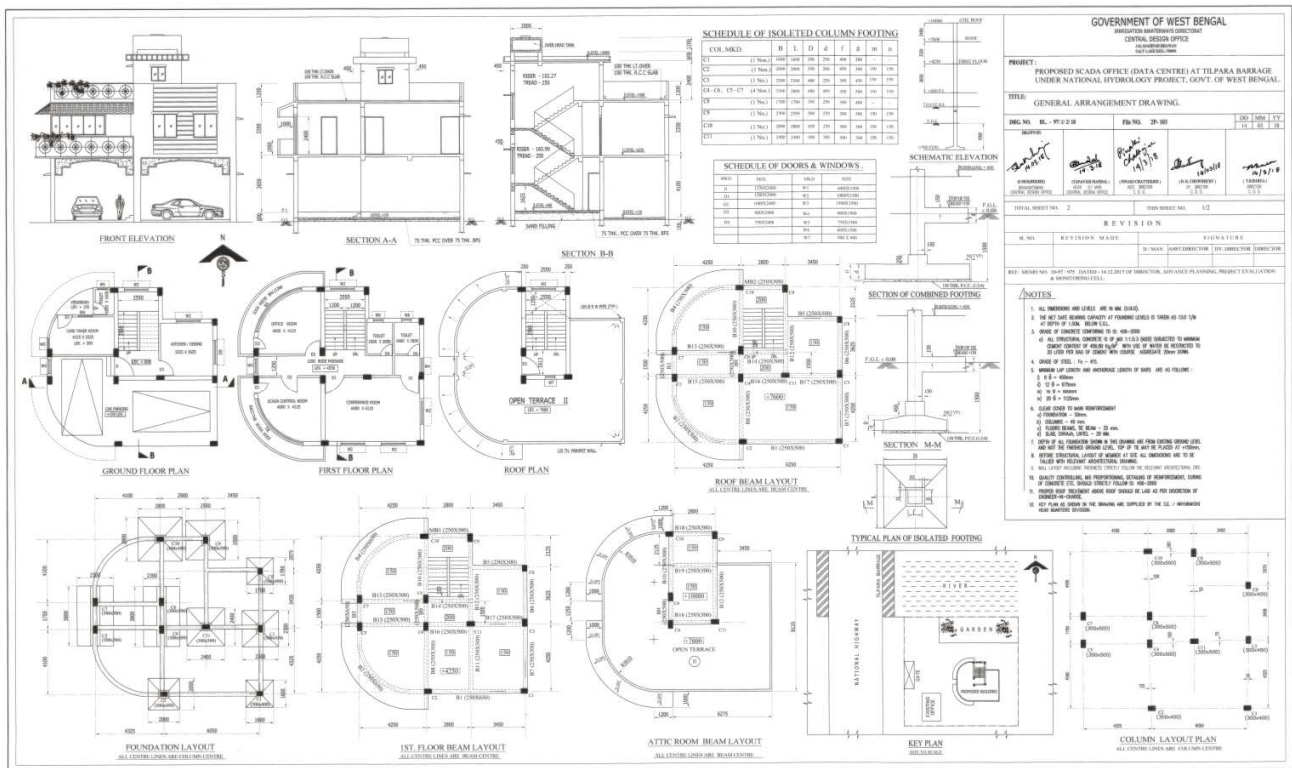
### **Specification and Drawings**

#### **Specifications**

All specifications of works shall be as per latest approved schedule of Public Works Department (PWD) Government of West Bengal.

The method of measurement of completed work for payment shall be in accordance with latest approved schedule of Public Works Department (PWD) Government of West Bengal

## Drawing





### **Annexure 3**

#### **Format for certification of work by the Employer's Engineer**

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

Signature  
Name & Designation  
(Official address)

Place:  
Date:

Office seal

## FORM OF PERFORMANCE BANK GUARANTEE

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

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ *[amount of guarantee]*  
1 \_\_\_\_\_ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of guarantee]*<sup>1</sup> as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 30 days beyond the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor \_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_

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1 An amount shall be inserted by the Guarantor, representing five percent of the Contract Price specified in the Contract and denominated in Indian Rupees.

## **Section 4**

### **Bank Policy - Corrupt and Fraudulent Practices**

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011, revised July 2014.

#### **“Fraud and Corruption:**

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.<sup>1</sup> In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;<sup>2</sup>;
  - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>3</sup>
  - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;<sup>4</sup>
  - (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;<sup>5</sup>
  - (v) "obstructive practice" is
    - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening,

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<sup>1</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> For the purpose of this sub-paragraph, “*another party*” refers to a public official acting in relation to the procurement process or contract execution. In this context, “*public official*” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>4</sup> For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

<sup>5</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,<sup>6</sup> including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated<sup>7</sup>;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

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<sup>6</sup> A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

<sup>7</sup> A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either 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.