



Government of West Bengal
Irrigation & Waterways Directorate
Office of the Executive Engineer, Mayurakshi South Canals Division.
Shyambati; Bolpur ; Birbhum [W.B.] - 731235, Phone No.- 03463-262256,, E-Mail ID: eemscdivision@gmail.com

Dam Rehabilitation & Improvement Project (DRIP)-II

NATIONAL OPEN COMPETITIVE BIDDING

(Two-Envelope Bidding Process with e-Procurement)

(FOR ITEM RATE/ADMEASUREMENT CONTRACTS IN CIVIL/ SURVEY WORKS)

Memo No.- 768

Date:- 03.06.2026

REQUEST FOR BIDS NO. **WBIW/EE/MSCD/RFB-02(e)/2026-27**

NAME OF WORK: Preparation of detailed survey at existing pond area and surrounding area, as per requirement, of Hinglow Dam near village Babuijore, Block-Khoyrasole for assessing of storage capacity of the dam, including detailed survey of the downstream channel (Hinglow River) up to its confluence point with River Ajoy under Mayurakshi South Canals Division.

PERIOD OF DOWNLOADING OF BIDDING DOCUMENT ONLINE	:	FROM	04.06.2026 15.00 Hrs.	TO	19.06.2026 14.00 Hrs.
TIME AND DATE OF PRE-BID MEETING	:	N.A.			
LAST DATE AND TIME FOR RECEIPT OF CLARIFICATION BY BIDDERS	:	N.A.			
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	ON	19.06.2026	;	14.00 Hrs.
*TIME AND DATE OF OPENING OF BIDS TECHNICAL PART	:	ON	19.06.2026	;	16.00 Hrs.
TIME AND DATE OF OPENING OF BIDS FINANCIAL PART	:	ON	24.06.2026	;	12.00 Hrs.
VALIDITY REQUIRED FOR BANK GURANTEEE FOR BID SECURITY	:	AT LEAST UPTO completion of work			
TIME AND DATE OF OPENING OF BIDS- FINANCIAL PART	:	The firms that qualify technically shall be notified subsequently for opening of the financial part of their bids.			
PLACE OF OPENING OF BIDS	:	Office of the Executive Engineer, Mayurakshi South Canals Division, Irrigation & Waterways Directorate, Government of West Bengal, Shyambati, Birbhum [W.B.] - 731235.			
OFFICER INVITING BIDS	:	Office of the Executive Engineer, Mayurakshi South Canals Division, Irrigation & Waterways Directorate, Government of West Bengal, Shyambati, Birbhum [W.B.] - 731235.			

REQUEST FOR BIDS

(RFB)



Government of West Bengal
Irrigation & Waterways Directorate
Office of the Executive Engineer, Mayurakshi South Canals Division
Shyambati, Santiniketan, Birbhum [W.B.] - 731235, Phone No.-03463-262256,
E-Mail ID: eemscdivision@gmail.com

Dam Rehabilitation & Improvement Project (DRIP)

REQUEST FOR BIDS (RFB)

E-Procurement Notice

(Two-Envelope Bidding Process with e-Procurement)

NATIONAL OPEN COMPETITIVE PROCUREMENT

Name of Project: Dam Rehabilitation & Improvement Project (DRIP)

Contract Title: Preparation of detailed survey at existing pond area and surrounding area, as per requirement, of Hinglow Dam near village Babuijore, Block-Khoyrasole for assessing of storage capacity of the dam, including detailed survey of the downstream channel (Hinglow River) up to its confluence point with River Ajoy under Mayurakshi South Canals Division.

Loan No./Credit No./ Grant No.: 9181-IN

RFB Reference No.: **WBIW/EE/MSCD/RFB-02(e)/2026-27**

Date: 04.06.2026

1. The Government of India has received/has applied for/intends to apply for financing from the World Bank toward the cost of the **Dam Rehabilitation & Improvement Project (DRIP)** 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**" ("Procurement Regulations"), and is open to all Bidders as defined in the Procurement Regulations.
3. Bidders from India having suitable experience of completing similar works under the **Government of West Bengal** or other State Governments/ Government of India, or State/ Central Government Undertakings may apply and they should have registration for participation in NIC operated e-tender portal of Government of West Bengal. Bidders from India, who are not registered as above, on the date of bidding, can also participate provided they get themselves registered by the time of contract signing, if they become successful bidders². **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**

¹ Substitute "contracts" where Bids are invited concurrently for multiple contracts. Add a new para. 5 as follows: "Bidders may bid for one or several contracts, as further defined in the bidding document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid." and renumber paras 5 – 12.

² Modify or delete, based on registration requirement, if any for bidders from India.

addition, please refer to paragraphs 1.6 and 1.7 of the World Bank's Guidelines setting forth the World Bank's policy on conflict of interest.

4. The **Executive Engineer, Mayurakshi South Canals Division, Irrigation & Waterways Directorate** (*on behalf of implementing agency*) now invites online Bids from eligible Bidders for the **Bathymetric Survey** works detailed below in the table. The bidders may submit bids for any or all of the works 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.**
5. The bidding document is available online on <https://wbtenders.gov.in> and <https://wbiwd.gov.in> (website) from **04.06.2026; 15.30 Hrs. to 19.06.2026; 14.00 Hrs** for free of cost. Bidders will be required to register for participation in the e-tender portal of Government of West Bengal maintained by National Informatics Centre (NIC). The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
6. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://wbtenders.gov.in>. There is no tender fee applicable for this bid.
7. 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>. (Website) on or before **14.00 hours on 19.06.2026** (date) and the ‘Technical Part’ of the bids will be publicly opened online on the **same day** at **16.00 hours**, in the presence of the bidders designated representatives who wish to attend. The “Financial Part” shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.
8. All Bids must be accompanied by a Bid Security of the amount specified for the work in the table below, drawn in favour of **the Executive Engineer, Mayurakshi South Canals Division, Shyambati, Santiniketan, Birbhum**. 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 **120 days. beyond** the validity of the bid. Procedure for **submission of bid security** is described in **Para 9**.
9. The bidders are required to submit (a) original bid security (b) original affidavit regarding correctness of information furnished with bid document with **the Executive Engineer, Mayurakshi South Canals Division, Shyambati, Santiniketan, Birbhum**. before the opening of technical part of the bid deadline i.e. **16.00 hours on 19.06.2026**, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

10. Other details can be seen in the bidding document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.

11. The address for communication is as under:

Name & Designation of Officer Sri Parish Nandi
Executive Engineer, Mayurakshi South Canals Division, Shyambati, Santiniketan, Birbhum.
 , Irrigation & Waterways Department,
 Government of West Bengal.

Official Address **Mayurakshi South Canals Division, Shyambati, Santiniketan, Birbhum.**

Email : eemsdivision@gmail.com
Telephone : 03463-262256,
Mobile No : +91-9609569173

TABLE

Package No	Name of Work	Bid Security* (Rs.)	Cost of Document (Rs.)	Period of Completion
1	2	3	4	5
1.	Preparation of detailed survey at existing pond area and surrounding area, as per requirement, of Hinglow Dam near village Babuijore, Block-Khoyrasole for assessing of storage capacity of the dam, including detailed survey of the downstream channel (Hinglow River) up to its confluence point with River Ajoy under Mayurakshi South Canals Division.	INR. ₹ 25,178.00	NIL	60 days including Monsoon Period from the date of effectiveness of the contract

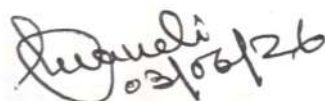

 Executive Engineer
 Mayurakshi South Canals Division,
 Shyambati, Santiniketan, Birbhum

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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; (d) the term "ES" means environmental and social (including Sexual Exploitation, and Assault (SEA)); "Sexual Exploitation and Assault" "(SEA)" stands for 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. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain. (ii) Sexual assault is defined as sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of "rape", especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration; and (e) "Contractor's Personnel" is as defined in Sub-Clause 9.1 of the General Conditions of Contract.
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 (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.
	4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a Subcontractor 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 (ii) operate under commercial law, and (iii) are not under supervision of the Employer.
	4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing 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. Bidder should have valid electrical supervisor license with required part issued by electrical licensing board from Govt. Electrical work should be done by any person having electrical workmanship license.

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 inquiries 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 so specified 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 addenda 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, unless otherwise specified in the 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 or Bid-Securing Declaration in accordance with ITB 19.1; (c) Alternative Bid – Technical Part, if permissible, in accordance with ITB 13, the Technical Part of any Alternative Bid;

	(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); and (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 Bill 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 Bill 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 Letters of Bid and filled-up Bill 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 payment documents towards the cost of bid document; and registration on e-procurement website (if applicable); (ii) original bid security or Bid-Securing Declaration in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the Bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted.
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 Bill 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 filling in prices for all items of the Works, as identified in Section IV - Bidding Forms along with the total bid price (both in figures and words). The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. <u>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 Bill of Quantities. Corrections if any, in the bid can be carried out by editing the information before electronic submission on e-procurement portal.</u>
	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. 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.
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	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. 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.
18. Period of Validity of Bids	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 Employer as nonresponsive.
	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 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, either a Bid-Securing Declaration or a Bid Security as specified in the BDS , in original form; and, in the case of a Bid security, 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 or Bid Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration 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 and Social (ES) 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 and Social (ES) Performance Security pursuant to ITB 50.
	19.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed: (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 (ii) furnish a Performance Security and if required in the BDS, the Environmental and Social (ES) Performance Security in accordance with ITB 50.
	19.8 The Bid Security or the Bid-Securing Declaration of a JV shall

	be in the name of the JV that submits the Bid. If the JV has not been constituted into a legally enforceable JV, at the time of Bidding, the Bid Security or the Bid-Securing Declaration 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 (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 logon 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 or Bid Securing Declaration, 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.

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. 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 Quantities for admeasurements 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 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis: (a) only for admeasurements 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 responsive and qualified Bids to determine the Bid that has the lowest evaluated cost.
40. Abnormally Low	40.1 An Abnormally Low Bid is one where the Bid price, in

Bids	combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price. 40.2 In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise specified in the BDS, shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document. 40.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
41. Unbalanced or Front-Loaded Bids	41.1 If the Bid for an admeasurements 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 Standstill Period shall not apply. <i>[Note 1: where it is proposed to permit Standstill Period, incorporate all changes as indicated in Attachment 1 at the end of this document.</i> <i>Note 2: Standstill period shall not apply where only one bid is submitted or where the bidding process is in response to an emergency situation recognized by the Bank].</i>
45. Notice of Intention to Award	45.1 Not used.

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, 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 there for; 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, and on the e-procurement system.
	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	Not used.
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 and Social (ES) 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 and Social (ES) Performance Security in accordance with the General Conditions of Contract, subject to ITB 41.2 (b), using for that purpose the Performance Security and ES Performance Security Forms included in Section X, Contract Forms. The performance security and if required in the BDS, the Environmental and Social (ES) 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 and Social (ES) 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 and Social (ES) 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 Not Applicable

Section II - Bid Data Sheet (BDS)

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

ITB Reference	Description
A. General	
ITB 1.1	The number of the Request for Bids is : 1 (One) The Employer is: Executive Engineer, Mayurakshi South Canals Division, Shyambati, Santiniketan, Dist: Birbhum (W.B), PIN: 731235, Phone no: (03463)-262256, email- eemscdivision@gmail.com on behalf of Irrigation & Waterways Department, Government of West Bengal. The reference number of the request for Bids (RFB) is : WBIW/EE/MSCD/RFB-02(e)/2026-27 The name of the RFB IS : Preparation of detailed survey at existing pond area and surrounding area, as per requirement, of Hinglow Dam near village Babuijore, Block-Khoyrasole for assessing of storage capacity of the dam, including detailed survey of the downstream channel (Hinglow River) up to its confluence point with River Ajoy under Mayurakshi South Canals Division. The number and identification of lots (contracts) comprising this RFB is: Number of Lot-One (1) Identification : WBIW/EE/MSCD/01(e)/2026-27
ITB 1.2	The Employer shall use the e-procurement system specified in BDS 7.1.
ITB 2.1	The Borrower is: Government of India. The sub-Borrower is Irrigation & Waterways Department, Government of West Bengal. Loan or Financing Agreement amount: US \$ 2.00 million The name of the Project is: Dam Rehabilitation & Improvement Project, Phase-II (DRIP-II)
ITB 4.1	Bids from Joint ventures are acceptable. Where Joint Ventures are permitted: (a) Maximum number of members in the Joint Venture (JV) shall be: 2 (Two) (b) Place where the agreement to form JV to be registered is Anywhere in India (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>]. (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

ITB Reference	Description								
	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	Electronic – Procurement System The Employer shall use the following electronic-procurement system to manage this Bidding process: West Bengal Government e-procurement system, the e-tender portal of Government of West Bengal operated by NIC viz National Informatics Centre. URL :https://www.wbtenders.gov.in/ Requests for clarification should be received by the Employer not later than: 14 days prior to the deadline for submission of bids								
ITB 7.4	A Pre-Bid meeting <i>will not</i> take place. Pre-Bid meeting will take place, at the following date, time and place: Not Applicable								
ITB 8.2	The Corrigendum / addendum will appear on the e-procurement system under https://www.wbtenders.gov.in/ under “ Latest Corrigendum ” and email notification is also automatically sent to those bidders who have started working on this tender. The same may also be seen in the Departmental website wbiwd.gov.in .								
C. Preparation of Bids									
ITB 11.2 (j)	The Bidder shall submit the following additional documents in its Bid:<i>/list any additional documents not already listed in ITB 11.2 that must be submitted with the Bid – Technical Part. The list of additional documents should include the following:</i> <table><tr><th>Sl. No.</th><th>Folder name</th><th>File Description</th><th>Details</th></tr><tr><td>I.</td><td>Certificates</td><td>1. certificates.pdf 2. GST_registration_certificates.pdf</td><td>1. Latest Professional Tax Payment Certificate (PTPC) or, PT deposits challan for current financial year or Government Order for exemption in other States where ever applicable. 2. Valid PAN Card in the name of bidder/organization. 3. Income Tax Return of current Assessment year or, IT Return of immediate preceding Assessment year whichever latest</td></tr></table>	Sl. No.	Folder name	File Description	Details	I.	Certificates	1. certificates.pdf 2. GST_registration_certificates.pdf	1. Latest Professional Tax Payment Certificate (PTPC) or, PT deposits challan for current financial year or Government Order for exemption in other States where ever applicable. 2. Valid PAN Card in the name of bidder/organization. 3. Income Tax Return of current Assessment year or, IT Return of immediate preceding Assessment year whichever latest
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ITB Reference	Description			
				available. 4. Valid GSTIN under GST Act & Rules
	II.	Company Details	companydetails.pdf 1 companydetails.pdf 2	1. For Proprietorship Firms, Partnership Firms, Registered Companies, Registered Co-operative Societies, valid Joint Venture or Consortiums Valid Trade License/ acknowledgement or Receipt of application for Trade License/ Revalidation
				2. <u>OTHER REQUIREMENTS:-</u> <u>For Partnership Firms:</u> Legally valid Partnership Deed, Form-VIII/ Memorandum of Registration of Registrar of Firms
				3. <u>For Companies:</u> Incorporation Certificate, Memorandum of Articles of ROC, List of current owners/ Directors / Board Members
				4. <u>For State Registered Co-operative Societies:</u> Society Registration certificate from ARCS of the State, Society by-Laws, latest available Auditor's Report of Directorate of Co-operative Audit within proceeding five years as per Societies Act & Rules.
				5. <u>For legally constituted Consortiums/ Joint Venture of Firms/ Companies:</u> Registered MoU or Agreement for Consortium /JV, Registration under ACRS/ROC in addition to satisfying requirements stated earlier for individual constituent Firms/Companies forming the Consortium/JV
	III.	Credential of work	Credential pdf 1 Credential pdf 2	1. BOQ/SoR and Work Order/ Award of Contract of LOA/LOI duly authenticated by issuing authority. 2. Pre-Qualification (PQ) Work credential of one 100% completed work as desired in the RFB as the Credential Certificate (CC) duly authenticated by competent authority.

ITB Reference	Description			
	IV.	Financial Information	1. P/L and audited Balance sheet for year-1.pdf 2. P/L and audited Balance sheet for year-2.pdf 3. P/L and audited Balance sheet for year-3.pdf	1-3. Profit & Loss accounts and audited balance sheets along with relevant annexure containing the designated Forms 3CA/3CB/3CD, as applicable under IT Act, in the name of the bidder for any three financial years within the zone of preceding five financial years from date of publication of RFB
	(i) Contractor Registration certificate: Not Required, However, the bidder is required to submit the scanned copy of Contractor GST Registration Certificate, PF, ESIC and other relevant registration required for running the business. (ii) Code of Conduct for Contractor's Personnel (ES) The Bidder shall submit its Code of Conduct that will apply to Contractor's Personnel (as defined in Sub-Clause 9.1 of the General Conditions of Contract), to ensure compliance with the Contractor's Environmental and Social (ES) obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks. The Bidder shall submit the following additional documents in its Bid: (i) Provide undertaking attached as U-I for abiding by the Model Code of Conduct (wherein provisions of SBD have been incorporated) and submitting Code of Conduct for Contractor's Personnel on SEA and SH and also supplementary CoC within 14 days of LOA, in case the bidder succeeds to become a contractor. (ii) Provide undertaking attached as U-II for submitting ESHS-MSIP in the prescribed format with all details, within 14 days of LOA, in case the bidder succeeds to become a contractor. (iii) Provide a brief narrative on the implementation of ES-MSIP attached as Appendix to Technical Part, immediately after U-II to demonstrate the understanding and earnestness of the bidder at the bidding stage. (iv) Scanned copy of valid PAN card in the name of bidder/organization (v) 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.			

ITB Reference	Description
ITB 11.3 (b)	The following schedules shall be submitted with the bid: (i) Letter of Bid for Technical Part (ii) Technical Proposal forms (iii) Letter of Bid for Financial Part (iv) The Priced Bill of Quantities (v) Scanned copy of Registration on e-procurement website (vi) Scanned copy of affidavit regarding the correctness of information furnished with the bid document (vii) Scanned copy of bid security in approved form Other relevant document required as per Bid
ITB 11.3 (d)	The Bidder shall submit the following additional documents in its Bid: No alternative bid is required. No additional document is required.
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 filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.
ITB 12.3	For submission of original documents, the Employer's address is: Attention:[Office of The Executive Engineer, Mayurakshi South Canals Division,Irrigation & waterways Directorate under Irrigation & Waterways Department of Government of West Bengal.] Street Address: Shyambati, Santiniketan, Bolpur Birbhum-731235 Floor/ Room number:[Ground Floor] City:[Bolpur] PIN/Postal Code:[West Bengal -731235] 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	Not Applicable
ITB 13.4	Alternative technical solutions shall be permitted for the following parts of the Works: Not Applicable
ITB 14.5	The prices quoted by the Bidder “shall be allowed” subject to adjustment during the performance of the Contract. The adjustment of contract price, if provided, will be done in accordance with GCC Clause 49 and corresponding provisions under PCC and Appendix 2 to PCC.

ITB Reference	Description
ITB 18.1	The Bid validity period shall be 120 days .
ITB 18.3 (a)	The Bid price shall be adjusted by the following factor: 3.00 % per annum.
ITB 19.1	<i>[If a Bid Security shall be required, a Bid-Securing Declaration shall not be required, and vice versa.]</i> A Bid Security “<i>shall be</i>” required. A Bid-Securing Declaration “<i>shall not be</i>” required If a Bid Security shall be required, the Bidder shall furnish a Bid Security in the amount of INR 25,178.00
ITB 19.3	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) Deleted; (c) Deleted; (d) Other types of acceptable securities are: NA <i>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 Sixty (60) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.</i>
ITB 19.9	Deleted
ITB 20.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>(a) Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and</i> <i>(b) In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members.</i>
D. Online Submission and Opening of Bids	
ITB 21.1	Class of DSC required is: Class 3 Bidders willing to take part in the e-Tender are required to obtain a valid Digital Signature- Certificate (DSC) from any of the authorized ‘Certifying Authorities’ (CA) under Controller of Certifying Authorities (CCA), Department of Electronics & Information Technology (DEIT), Govt. of India. (viz. NIC, n-Code Solution, Safescrypt, e-Mudhra Consumer Services Ltd, TCS, MTNL, IDRBT) or as notified by the CA /Finance Department, GoWB

ITB Reference	Description
	from time to time. DSC is given as a USB e-Token. After obtaining the Class 2 or Class 3 Digital Signature Certificate (DSC) from any of the above CA, they are required to register the fact of possessing the DSC through the registration system available in the above mentioned websites. A list of such licensed CAs' is also available in the CCA website cca.gov.in. The prospective contractors / bidders may contact the Departmental e-Tendering Help desk located at the 7th Floor of Jalasampad Bhavan at Bidhannagar, Sector-II, Kolkata, through e-mails irrigationhelpdesk@gmail.com and dvcsc6816@gmail.com or Telephone No. 033-23346098 and the State Level e-Procurement Help Desk located at the Ground Floor of Jalasampad Bhavan through e-mail wbehelpdesk@gmail.com or Ph:(033)-2334 5161 on any working day between 10.30AM-5.30PM for any query on e-Tendering procedure, obtaining DSC and free of cost training on e-Procurement procedure.
ITB 22.1	The deadline for uploading the Bids is: Date: 19/06/2026 Time: 14:00 Hours IST <i>[The date and time should be the same as those provided in the Specific Procurement Notice - Request for Bids, unless subsequently amended pursuant to ITB 22.2]</i> <i>[The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement.]</i>
ITB 24.1	Re-submission of the bid is "Not allowed" if withdrawn
E. Public Opening of Technical Parts of Bids	
ITB 25.1	The online Bid opening of Technical Parts of Bids shall take place at: Office of The Executive Engineer, Mayurakshi South Canals Division, Irrigation & waterways Directorate under Irrigation & Waterways Department of Government of West Bengal Street Address: Shyambati, Santiniketan, Birbhum City: Bolpur, West Bengal., Country: INDIA Date:19.06.2026 Time: 16.00 Hrs. <i>[Note: this date should be the same as the deadline for submission of bids; and the time should also be the same as the deadline for submission of bids or promptly thereafter]</i>
F. Evaluation of Bids – General Provisions	
ITB 29.3	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be

ITB Reference	Description
	derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
G. Evaluation of Bids - Technical Parts	
ITB 33.1	The Employer <i>“does not intend”</i> to execute any specific elements of the Works by subcontractors selected in advance <u>by the employer</u> .
ITB 33.2	[N/A]
ITB 33.3	(a) Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: Not Applicable .
H. Public Opening of Financial Parts	
ITB 34.2 (c)	Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the date, time, and location of the public opening of Financial Parts. The online bid opening of Financial Parts of Bids shall take place at: Office of The Executive Engineer, Mayurakshi South Canals Division,, Irrigation & Waterways Directorate, Government of West Bengal. Shyambati, Santiniketan, Birbhum City: Bolpur, West Bengal., Country: INDIA Date: 24/06/2026 Time: 12:00 Hours <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> 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://www.wbtenders.gov.in/
I. Evaluation of Bids - Financial Parts	
ITB 40.2	Provisions related to Abnormally Low Bids <i>shall apply</i> .
ITB 41.2(b)	Require that the amount of the Performance Security be fixed at the expense of the Bidder @ 5% of the Contract Price plus Environmental Social, Health and Safety (ESHS) performance Security @ 1% of the Contract price <i>plus @ 10% of Contract price as additional security for unbalanced bids, if the accepted bid value is below 20% of the Estimated amount</i> to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.
ITB 44.1	Standstill Period shall not apply as stated in ITB
J. Award of Contract	
ITB 47.3	The Contract Award Notice shall be published on the Employer’s website https://www.wbtenders.gov.in/

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 Contractor's Environmental and Social Management Strategies and Implementation Plans (C-ESMP), 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 milestones.

(ii) 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 sub-contracted 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:

.....

 ...

4. Equipment

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

1. DGPS:
2. Echo sounder:
3. ADCP
4. Total station:
5. Digital level:

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

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

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

Alternative No¹: **[NOT APPLICABLE]**

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) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7
- (d) **Conformity:** We offer to execute in conformity with the bidding document the following Works: *[insert a brief description of the Works]*
- (e) **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;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security *[and an Environmental and Social (ES) Performance Security, **Delete if not applicable**]* in accordance with the bidding document;
- (g) **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,

¹ Delete if not applicable

and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **State-owned enterprise or institution:** We are not a state-owned enterprise or institution/ We are a state-owned enterprise or institution but meet the requirements of ITB 4.6²;
- (j) **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;
- (k) **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
- (l) **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
- (m) **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 appointed³ 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

² Use one of the two options as appropriate

³ 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.

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]⁴ (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 _____ ⁵for 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 and if required, the Environmental and Social (ES) Performance Security, in accordance with the Instruction to Bidders.

⁴Insert 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.

⁵The 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.

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

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

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

Appendix to Technical Part

Form of Bid-Securing Declaration

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

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

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

To: *[insert complete name of Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have not accepted the correction of the Bid Price pursuant to ITB 36; or
- (b) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental and Social (ES) Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) forty-five days after the expiration of our Bid.

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 *[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits 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 is to help Bidders in preparing this form.

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

Request for Bid No.: *[insert identification]*

Alternative No.⁷: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Bill of Quantities. This accompanies the Letter of Bid - 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]*

⁷ Delete if not applicable

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

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

1. Preamble to the BOQ

1.1 INTRODUCTION

The Bill of Quantities (BOQ) shall be read in conjunction with the Instructions to Bidders, General Conditions of Contract, Particular Conditions of Contract, Technical Specifications, Bid Data Sheets and Drawings. The rates quoted shall be inclusive of cost of all materials, transportation and carriage of material upto works site, labour, plant and equipment, tools and tackles, safety gadgets, incidentals etc. as may be required for that particular item in the BOQ which is to be read in conjunction in the specification.

The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be on the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices tendered in the priced Bill of Quantities. If such rates are not available in the Bill of Quantities, this will be treated as extra work and such rates and prices will be fixed by the Engineer / Project Manager as per the terms of the Contract.

Mode of measurement, if not specified elsewhere shall be followed as per available codes of practice published by the Bureau of Indian Standards (BIS).

The rates and prices tendered in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the contract, include all temporary facilities, access, notices to maintain traffic prevailing in an accessible manner, as far as possible for similar flow existing and also including all construction of plant, labour, supervision, materials, erection, maintenance, insurance, overhead, profit, taxes and duties together with all general risk, liabilities and obligation set out or implied in the contract.

General directions and descriptions of work and materials are not necessarily repeated or summarized in the Bill of Quantities. The Bidder must refer to the relevant sections of the bid documents including specifications, data sheets and drawings before quoting rates or prices against each item in the Bill of Quantities.

Provisional Sum as included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Project Manager/ Engineer in accordance with the General Conditions of Contract. Payment for work under provisional item shall be payable for statutory requirement by other agencies (if required) and for any unforeseen items of work. Payment for statutory requirement by the external agencies as above will be made as per bill raised by the other agency + 7.5% as Contractor's service charges. However, approval of the agency and their rates shall be done by the Project Manager. Provisional Sum for other works, not covered under statutory requirements of

other agencies stated above, will either be paid as per current Schedule of Rates of IWD/ PWD/ any other State /Central Government Department as may be applicable, without any additional service charge in case of scheduled items of works, or as per rates prescribed by other State Government Entities and accepted by the Project Manager + 7.5% as Contractor's service charges, in case of non-scheduled items. One such pertinent item would be payment of crop compensation for temporary occupation of land for temporary storage of de-silted bed materials.

The amount kept under this head is as decided by the Project Manager. The Contractor shall not change this figure or quote of his own. The amount is subject to variation as per requirement of project with approval of the Project Manager.

2. General Basis for Pricing,

- 2.1.** The Bidder shall be deemed to have read and examined the Bid Documents as well as inspected the project site thoroughly to conceive the work in totality to quote against each item of work as given in the BOQ.
- 2.2.** The Bidder shall be deemed to be fully conversant with the site conditions and the nature and complexity of the work to be undertaken and taking into account all eventualities which can arise before, during and after project execution.
- 2.3.** It is to be expressly understood that the measured work is to be taken net (notwithstanding any system or practice to the contrary) according to the actual quantities finished according to the drawings or as may be ordered from time to time by the Engineer and the cost calculated for the respective prices. Necessary manpower will have to be provided by the Contractor during measurement of works and setting out alignment of the works, for which no extra payment will be made.
- 2.4.** Unless otherwise stated, all items shall be measured as executed as per drawing and specification and no allowance will be made for wastage, working space, bulking or shrinkage, and the like.
- 2.5.** The Contractor shall have to establish as per requirement office at site with adequate space for their personnel, inclusive of necessary furniture & furnishing, computers with printers, consumables etc., storage space for equipment, materials etc. Contractor's quoted rates and price shall be inclusive of this and no separate payment will be made on this account.
- 2.6.** The quoted rates and prices shall also be inclusive of communication system as per requirement to be established at site (tele, fax, internet facilities etc.), vehicles for movement at site etc. No extra cost against such items will be paid.

3. Miscellaneous

- 3.1 Temporary power connections, telephones, construction and drinking water shall be arranged by the Contractor at his own cost and shall be deemed to be included in their quoted rates. Alternative power arrangement shall be made by Contractor without any extra charge.
- 3.2 All underground and over ground utility items shall have to be suitably supported during the construction phase by the Contractor so that the existing utility services are not damaged. No extra payment will be made on this account.
- 3.3 The Contractor shall keep plumbers, technicians and electricians ready for repair/ shifting of existing underground/ over ground utilities and for crisis management.
- 3.4 During progress of work, convenient access to adjacent premises shall be made by the Contractor. No extra payment will be made on this account.
- 3.5 For speedy progress of work in case of exigency, while working along busy road etc., Contractor may have to do work round the clock at the instance of the Engineer/Project Manager. Arrangement for lighting and other safety requirements shall have to be done for night working. No extra payment shall be made to the Contractor except the items provided in the BOQ.
- 3.6 The construction and maintenance of temporary access road for haulage of construction materials and machineries at different locations will be the sole responsibility of the contractor for which the bidder should acquaint themselves with through survey of the proposed site and include the cost of the same in their rates. No extra payment/ claims for so ever on this ground will be entertainment.

The contractor will be required to make good all damages at his own cost, that would occur in the local village roads for plying of trucks carrying construction materials, plant and machinery, during the entire construction period or till such roads are restored permanently by the local authorities.

- 3.7 The item rates quoted by the Contractor shall, unless otherwise specified, also include compliance of/ supply of the following:
 - i. General works such as setting out, clearance of site before setting out and clearance of works after completion.
 - ii. A detailed programme for the construction and completion of the work.
 - iii. Samples of various materials proposed to be used on the work for conducting tests thereon as required as per the provisions of the Contract and approved Quality Assurance Plan (QAP).
 - iv. Any other item of work which is not specially provided in the Bill of Quantities (BOQ) but which is necessary for complying with the provisions of the Contract.
 - v. All temporary works, formwork and false work.

- vi. Arrangement of a laboratory with facilities for testing and testing of various items of works as specified in relevant clauses. Necessary test certificate should be produced after completion of all works in the BOQ.
 - vii. Cost of in-built provisions for Quality Assurance.
 - viii. Cost of labour hutment, site office.
 - ix. Cost for implementation of the Contractor's ESHS-MSIP in particular, as detailed at Annexure-II of Section VII, in relation to those items that are neither covered as specific items of works nor included in the list of activities under the "Provisional Sum", in the BOQ.
- 3.8 Extra items of work – If during the progress of work any extra items need to be carried out, which in the opinion of the Engineer/ Project Manager is essentially required to be executed, then the extra item shall be analyzed as follows:
- i) Derived from rates of similar items of works stated in the tendered offer
 - ii) In the event an extra item of work that cannot be derived from (i) above, then the following shall be applicable.
 - iii) The actual cost of materials based on documentation including labour, transportation, overhead and profit as per State USOR of I&WD, PWD SOR Volume-I (For Building Works), PWD SOR Volume-II (For Sanitary & Plumbing Works, PWD SOR Volume-III (For Road & Bridge Works), approved S.W M& E Circle, I&WD, PWD (electrical) 2018 norms including latest Addenda & Corrigenda.

Appendix to Financial Part: Schedules

Bill of Quantities

SL. No.	Item Description	Quantity	Unit	Rate		Amount
				In Figures	In Words	
SURVEY WORK						
1	Detailed topographical & hydrographical survey of various Rivers/Khals/Drainage Channels/Canals/Dam/Reservoirs/Beels etc using higher precision instruments like DGPS/RTK/TOTAL STATION for land survey, ADCP/ECO-SOUNDER for water body survey etc alongwith total geo referring (X-Y-Z) alignment and plotting on google earth/arcGIS based map for taking cross sections, Long section of Drainage Channels/ Khals/Rivers (extending each cross section upto 50 m from toe of country side at both side banks) w.r.t. nearest known Ground control point(G.C.P)/Great trigonometrical survey (G.T.S.) Bench Mark, including additional cross sections (both U/S & D/S) at the points of bridges, regulators, cross drain, inlets, tributaries, branch channels, drains, out channels from pump houses, important structures etc.. including additional cross sections at adjacent outfall point of these Drainage Channels/Khals/Rivers into other river for 250 mtr U/S & 250m D/S of that outfall point and showing detailed topography plan of all permanent & temporarily features like roads, canal, bridges, park, culvert, boundary wall, Electric post, transformer etc. as available within the area, also including preparation of survey plan showing the location of topo point of FRL/G.L/Bed level/Berm Level/HFL/LWL/Free-board/Pond/depressions/road etc. with appropriate R.L and open area/green area/total ground coverage/nature of land for mentioning in the drawing with suitable scale, true north & relavent photographs etc. as per direction & satisfaction of E.I.C. complete in all respect. The cross section interval shall be fixed as & when required as per direction of E.I.C. Raw data for mathematical modelling (in specified format as per direction of concerned authority) of survey work will also be submitted in time to time during working day. Note: i) The rate is inclusive of all incidental charges like all type carriage, engagement of manpower & instruments/equipment, Motor boat/Power driven boat with manpower if required, Data processing integrated software etc. as applicable to complete to work in all respect but the rate is exclusive of all taxes.					
	i) Cross-Section Width 0.0 m to 250.0 m and Cross-Section interval of 30 m to 120 m C/ along river/khal/drainage channel etc.					
	a) Upto 5.00 Km	5.0	KM			
	b) 5.00 Km to 10.00 Km	5.0	KM			
	c) 10.00 Km to 20.00 Km	10.0	KM			
	d) 20.00 Km to 50.00 Km	8.0	KM			
2	Geodetic Survey of an area on different scales and preparation of topographical maps in requisite scales to supply them in both soft and hard formats with four copies complete, including cost of manpower, labour, surveying instruments, camp equipage, transportation,	4.782	Sq. Km			

SL. No.	Item Description	Quantity	Unit	Rate		Amount
				In Figures	In Words	
	etc, as per directions of engineer-in charge. On scale of 1:5,000 with 2–3 m contour intervals In moderate to thick forest cover in flat terrain					
3	Hydrographic survey to depict river/reservoir bed profile and preparation of maps in requisite scales to supply them in both soft and hard formats with four copies complete, including cost of manpower, labour, surveying instruments, camp equipage, transportation, etc, as per directions of engineer-in-charge. At 5 m grid interval	3.188	Sq. Km			
4	Hire charges for transporting scientific and other survey instruments from River Research Institute, RRI (Mohanpur, Nadia, West Bengal) to checking. (rate as per RTA schedule) N.B - For Logistic arrangement to River Research Institute	1728.0	Km			
5	Submission of report comprising detail drawings, volume calculation of silt deposited (If required) in both soft copy (in .DWG/AutoCAD, Microsoft excel, Pdf & .KMZ/KML format & must be geo-referenced i.e (X-Y-Z) & hard copy (six sets) in the form of index map, topographic site plan, Contour plan, cross sections, long sections etc of Channels/ Khals/Rivers etc showing all important features with min suitable scale, true north and relevant photographs etc as per direction of E.I.C. complete in all respect. All Survey raw data and total report in the form of soft copy in pen driver (at least 32GB memory) will also be submitted as direction of EIC.	6.0	Each			
6	Skilled Labour	50.0	Each			

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 Clause 36). [Note: delete this point if the e-procurement system automatically calculates the total from the unit rate and quantity]
4. Where there is a discrepancy between the rate in figures and words, the rates in words will govern (refer: ITB Clause 36). [Note: delete this point if the e-procurement system automatically populates the amount in words from the amount in figures]

PART 2 – Works’ Requirements

Section VII – Survey Requirements

1.0 SCOPE OF WORK

The Irrigation & waterways Department has participated in World Bank funded project namely DRIP (Dam Rehabilitation & Improvement Project) taking concurrence from the State Finance Department for rehabilitation of 16 structures. Hinglow Dam is one of the most important structures among them.

The New Project i.e. DRIP, Phase-II and Phase-III is a World Bank assisted Scheme of the Central Government. There is no Central Grant in this Project and the funding arrangement is back to back reimbursement. The funding pattern, applicable for West Bengal, considering it as a General Category State, is 70:30 (World Bank : State Share)

The State Finance Department accorded in-principal approval in July-2019 on participating in World Bank funded Project DRIP-II for rehabilitation of Hinglow Dam including distressed Hinglow Main Canal Head Regulator Structure and allied structures and intends to apply part of the proceeds toward eligible payments under the contract for Rehabilitation & Improvement of works as detailed below.

“Preparation of detailed survey at existing pond area and surrounding area, as per requirement, of Hinglow Dam near village Babuijore, Block-Khoyrasole for assessing of storage capacity of the dam, including detailed survey of the downstream channel (Hinglow River) up to its confluence point with River Ajoy under Mayurakshi South Canals Division”.

PROJECT BACKGROUND

The Project consists of a reservoir in the upper valley of the river Hinglow, a tributary of River Ajay. Around 26 km upstream along Hinglow river from their confluence point at Palashdanga by construction of a dam at Kankartala, Babuijore in Birbhum district, canals of only left bank taking off directly from the dam through supply sluices housed in it.

Flood control is also one of the major objectives of this scheme. Although it has not been proposed to impound all the discharges of the maximum flood that is ever likely to occur, it is proposed to tackle all high floods by absorbing a portion of its discharge in the reservoir where a about 14,000 Acre-ft storage capacity is reserved for this purpose and this is maintained between 6th June to 16th October every year.

Hinglow Dam is situated in the district of Birbhum, in West Bengal having semi-arid climate. Acute crisis of irrigation water even drinking water in dry period of April-May, had led to initiation of this project in the middle of 20th century and finally the project started its operation in the year of

1976. This project was constructed during the period 1963 to 1976 and taken up for feeding irrigation water in a large area in three Blocks namely Khayrasole, Dubrajpur and Illambazar within district of Birbhum.

Hinglow Dam is located over river Hinglow within two Police Stations (partly) namely Lokepur and Kankartala, West Bengal. Total length of Dam, embankment and spillway is 1.85 km. It is having spillway with 10 nos. of bays of 9.144 m (30 ft) width each and one canal head regulator namely Hinglow Main canal Head Regulator.

Total Canal length of Hinglow Main Canal system is 34.318 Km. It has 4 (Four) Numbers of distributories namely Dy.-1 to Dy.-4, among which Dy.-3 is defunct on account of Coal field under its Command Area. Minors and field channels are there as per requirements. The capacity of Hinglow Main Canal is 13.252 Cumec. **The Culturable Command Area of it is 12646 Ha within Gross Command Area of 20647 Ha.**

Capacity of spillway is 1467 Cumec (51800 Cusec). Individual size of spillway gate is 9.144 m x 4.10 m (h) (30' x 13.45' (h)). Capacity of Left Bank head regulator is 13.252 Cumec (468 Cusec).

As preparatory activity a SPMU (State Project Monitoring Unit) and DSRP (Dam Safety Review Panel) have been formed for examine each dam & furnish a proposal for rehabilitation.

The DSRP members have been carrying out their activity since July, 2019 by undertaking site visits at Dams and barrages in different locations in the state for preparing DSRP report & submitting to the CWC for funding. The identification of rehabilitation works have been find out for the structure of Hinglow Dam.

2.0 PROJECT LOCATION / ADDRESS / AREA

The overall Project area considering both irrigation and flood management aspects is as follows:

Hinglow Dam is a Gravity Type Dam is located at 23° 49' 19.59128" (N), 87° 11' 36.11896" (E), Kankartala, Babuijore in the district of Birbhum.

Left Bank head regulator structure off taking Left bank canal from Hinglow Dam has 2 Nos. vertical vents of size 1.20 m x 3 m located at Block :Khayrasole&P.S.:Lokepur, District- Birbhum.

3.0 PROJECT OBJECTIVES

DRIP consists of three components, namely (i) Rehabilitation and Improvement of Dam and Associated Appurtenances; (ii) Dam Safety Institutional Strengthening and (iii) Project management. The project development objective is to improve the safety and operational performance of selected existing dams in the territory of the participating states. It is expected that especially the institutional development activities will lead to an improvement in the system-wide management approach to all dams in the participating states, over and above the focus on the selected dams covered by the project. The DRIP project activities will focus not only on the rehabilitation and improvement of dam structures, but will also address shortcomings in instrumentation, maintenance and provide for improvements in operation of the dams. This will in turn help to keep dams safe, respond to changing water demands, and keep the downstream population safe from floods. DRIP will include investments targeted towards: (i) physical and technical dam rehabilitation and improvement; and (ii) managerial upgrading of dam operation and maintenance, with accompanying institutional reforms and strengthening of regulatory measures pertaining to safe and financially-sustainable dam operations.

DRIP will aim at assuring the full reservoir capacity of project dams, achieving effective utilization of the stored water, and managing and monitoring the long-term performance of the dams

In view of above constituted technical committee members under the DSRP (Dam Safety Review Panel) & WAPCOS (Water and Power Consultancy Services) Ltd. have visited the DAM and its LBHR structure, several times & recommended numerous remedial measures. Such works are to be carried out keeping the water level at upstream near to its pond level to ensure cattle feeding etc.

This tender is issued as part of the process of rehabilitation of distressed structures and upgrading or installing the dam safety monitoring systems installed on dams which covers most of the recommendations of WAPCOS & DSRP, thereby addressing the project objective of improving the safety and operational performance of Hinglow dam all in a sustainable manner.

4.0 KEY ACTIVITIES UNDER THE CONTRACT

Description of the work according to recommendation of DSRP & WAPCOS Ltd. taken in this project .

Not with standing the specifications for all items and supply of materials (including all other items and materials) as mentioned above shall comply to printed Specifications **of USoR i.e. Unified Schedule of Rates (I&WD) 2018, SOR (Roads & Bridge works) –Volume III, 2018, PWD (WB), Sanitary & Plumbing Works (Volume –II), 2018, PWD (WB) & SOR (Building works) Volume I, 2018 PWD (WB), I&WD-Mechanical Circle, SoR 2022 with all latest amendments.** The Indian Standard specification and any work not covered there shall be carried out as per best practice adopted in this country according to the direction and satisfaction of the Engineer-in charge.

22.1 THE CONTRACTORS' OBLIGATION

1. Contractor shall mobilise all required Technical staff, Labour, Equipment, identify quarries, check the quality of locally available materials, Install and commission a “Field Laboratory” to ensure quality control, during execution of the work within the stipulated time and as per the specification and drawings, of the Contract Agreement
2. Contractor shall submit in a detailed Construction Program in MS Project including L2 level PERT Chart within 14 days of delivery of Letter of Acceptance, in consultation with and necessary modification of (if required) the Construction Schedule (attached as Annexure-A, Appendix to Technical Part, as Technical Proposal Forms under Section IV), and, Quality Assurance Programme as per guidelines and contents provided in “A-1.2, Section A- General Specifications under Section VII-Works' Requirement”, for Project Manager's approval.
3. Any agency among the agencies appointed or authorized by the Employer will undertake Independent third-party inspections and testing for supply of material for works and/ or any Executed works. The Contractor shall be wholly responsible to make his own arrangements with the approved third-party inspection agencies for carrying out the required tests.
4. The Contractor shall be responsible to obtain permission for and provide all facilities to such agency for carrying out such inspections or testing as may be required. The Third Party Inspection charges of the agency only will be paid by the employer and all the other costs for such independent inspection and testing shall be borne by the contractor.
5. The Employer or Project Manager or his authorized representative or authorized agency may make inspections at any of the manufacturing or shipping points at any time in addition to the schedule provided in the specification at the cost of Employer. However, during such inspection, if it is found that any of the items are not being manufactured or shipped in accordance with the specifications, the contractor shall bear all expenses including fees incurred by the employer in respect of such inspection.

6. If as a result of the inspection or testing referred to in this Clause, the Project Manger Determines that the materials or plant are defective or otherwise not in accordance with the Contract, he may reject the materials or plant and shall notify the contractor accordingly. The Contractor shall then promptly make good the defect or replace the same. All costs incurred by the Project Manager or the Third Party inspection agency for the inspection of the tests shall be determined by the Project Manager and shall be recoverable form the from the contractor and may be deducted from any money's due that the Contractor and the Project Manager shall notify the Contractor accordingly.
7. Any inspection carried out by the Project Manager shall not relieve the contractor of his obligations under the contract.

22.2 CONTRACTOR'S GENERAL RESPONSIBILITIES

1. The Contractor shall, with due care and diligence, design (to the extent provided for by the Contract), execute and complete the Works and remedy any defects therein accordance with the provisions of the Contract. The Contractor shall provide all superintendence, labour, materials, Plant, Contractor's Equipment and all other things, whether of a temporary or permanent nature, required in and for such design, execution, completion and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract. The Contractor shall promptly notify the Project Manager, of any error, omission, fault or other defect in the design of or Specification for the Works which he discovers when reviewing the Contract or executing the Works.
2. The Contractor shall take full responsibility for the adequacy, stability and safety of all Site operations and methods of construction. Provided that the Contractor shall not be responsible (except as stated hereunder or as may be otherwise agreed) for the design or specification of Permanent Works, not prepared by the Contractor. Where the Contract expressly provides that part of the Permanent Works shall be designed by the Contractor, he shall be fully responsible for that part of such Works, notwithstanding any approval by the Employer.
3. The Contractor shall provide all necessary superintendence during the execution of the Works and as long as thereafter as the Project Manager may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract.
4. Representative shall receive, on behalf of the Contractor, instructions from the Engineer. If the approval of the representative is withdrawn by the Project Manager, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving notice of such withdrawal, remove the representative from the Works and shall not thereafter employ him again on the Works in any capacity and shall replace him by another representative approved by the Project Manager.
5. No public road shall be closed during execution of work and necessary arrangement for smooth movement of traffic shall be made by the contractor at his own cost as per the submitted traffic Management Plan.

6. The Contractor will also have to implement following activities included under the Resettlement Action Plan (RAP), a copy of which is available in the website of Irrigation and Waterways Department, Govt. of West Bengal (www.wbiwd.gov.in)
 - i) Crop compensation for temporary occupation of land during construction period, for the purpose of temporary storage of C&D wastes and construction of temporary ramps/ haul roads for the period of occupation of such land as per rates fixed by the District Magistrate concerned in consultation with the District Officials of the Agricultural Department. Payment will be made to the contractor out of “Provisional Sum”.
 - ii) The Contractor, if required, will have to be engaged in community consultation for implementation of the RAP during the project period.
7. The Contractor shall be responsible for:
 - (a) the accurate setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing,
 - (b) the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works, and
 - (c) the provision of all necessary instruments, appliances and labour in connection with the foregoing responsibilities.
8. If, any time during the execution of the Works, any error appears in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Project Manager, shall, at his own cost, rectify such error to the satisfaction of the Project Manager, unless such error is based on incorrect data supplied in writing by the Project Manager, in which case the Project Manager shall determine an addition to the Contract Price as per the relevant provisions of the contract and shall notify the Contractor accordingly.
9. The checking of any setting-out or of any line by the Project Manager shall not in any way relieve the Contractor of his responsibility for the accuracy thereof and the Contractor shall carefully protect and preserve all bench-marks, sight-rails, pegs and other things used in setting out the Works.
10. The Contractor shall establish site office for his staff and also make provision of space and furniture for Employer's Representative at his own cost.
11. **Water for works and workforce, Electricity, Power, Fuel etc.**

The contractor at his own expenses should provide water from municipal mains or other sources for the use of work and workmen. The contractor shall be fully responsible to arrange such electricity, power, water, and fuel as may be necessary to complete the works and fulfill his obligations under the Contract. The unit rates and prices quoted by the Bidder in the Bill of Quantities shall include the cost of all electricity, power, water, and fuel as may be required.
12. **Site Office for the supervision for the work**

The Contractor shall at his own cost make available during the progress of the works and until the date of final completion thereof an Office in all respect suitable for the purpose of a Site Office for the Project Manager and its representatives, and a not less than 40 sqm, together with a laboratory as mentioned in Section 6 under Supplementary Information to be established by the Contractor. The office shall contain no less than sufficient number of tables, chairs, steel Almirahs, a sufficient number of display boards and toilet facilities. All such office, laboratory and other facilities shall be made available within 30 days from the date of commencement of work as per requirements and directions of the Project Manager, including maintenance of the same. The said office shall be removed from the site on the completion of the Work. All dismantled items of the Site Office and furniture items shall be the property of the Contractor at the completion of the work and its onward disposal shall remain the responsibility of the Contractor.

13. The rates for all items of work unless clearly specified otherwise shall include cost of all labour, materials and other inputs involved, complete and as required to the satisfaction of the Project Manager, in the execution of the items.
14. **The Project Manager (s)**, (i.e. Engineer-in-Charge for Civil and Mechanical work) when delegated, shall be the sole deciding authority as to the meaning, interpretation and implications for various provisions of the specifications.
15. Whenever any reference is made to any Indian Standard [e.g. Codes / Standards / Manuals of Bureau of Indian Standard (IS), Indian Roads Congress (IRC), Ministry of Road Transport & Highways (MOR&TH), etc.] it shall be taken as reference to the latest edition with all amendments issued thereto or revisions thereof if any, up to the date of submission of bid.
16. The Work shall be carried out in accordance with drawings, to be issued by the Project Manager. The drawings shall have to be properly co-related to the site conditions before executing the Work, and in case of any difference noticed between site conditions and drawings, final decision, in writing of the Engineer / Project Manager, shall be obtained by the Contractor. The Work shall include the sequence of work activities from clearing the site / leveling if any, correctly laying out the structural footprint, all construction activities thereafter, commissioning and handover of the completed Work to the Employer.
17. **Site:** The 'site' shall mean the land/ or other places on, in, into or through which the Work is to be executed under the Contract or any adjacent land, path or street through which the Work is to be executed under the Contract, or any adjacent land, which may be allotted or used for the purpose of carrying out the Contract.
18. **Store:** The 'store' shall mean the place of storage of construction materials brought to site by the contractor, to be used for execution of the work under the subject contract and also from where materials will be issued to be used at the site of work. The arrangement of land for

temporary storage of materials will be the responsibility of the contractor for which the Contractor should acquaint themselves with the ground reality before bidding.

19. **Best:** The word 'best' when used shall mean that in the opinion of the Project Manager, there is no superior material / article and workmanship obtainable in the market and trade respectively.

As far as possible the standard required shall be specified in preference to the word 'best.'

20. **Levels:** Only for Structures/Structural components erected on Dam/ Canal bed, the bed level of the Dam/ canal will be treated as ground level.

21. **Measurements:**

- a. In booking dimensions, the order shall be consistent and in the sequence of length, width and height or depth or thickness. The Work shall be executed, measured, and quantity arrived at as per the metric dimension given in the Schedule / Bill of Quantities, drawings etc.
- b. Rounding off: Rounding off where required shall be done in accordance with IS: 2-1960. The number of significant places rounded in the rounded off value should be as specified.

22. **Materials:**

- a. Samples of all materials to be used on the Work shall be got approved by the Contractor from the Project Manager, as applicable well in time. The approved samples duly authenticated and sealed shall be kept in the custody of the Project Manager, PIU till the completion of the Work. All materials to be provided by the Contractor shall be brand new and as per the samples approved by the Project Manager.
- b. Materials obtained by the Contractor from the sources approved by the Project Manager shall be subjected to the Mandatory tests. Where such materials do not conform to the relevant specifications, the matter shall be taken up by the Project Manager, as applicable for appropriate action against the defaulters. In all such cases, necessary documents in original and proof of payment relating to the procurement of materials shall be made available by the Contractor to the Project Manager.
- c. Samples, whether submitted for approval to govern bulk supplies or required for testing before use and also the sample of materials bearing 'Standard Mark,' if required for testing, shall be provided free of cost by the Contractor. All other incidental expenditure to be incurred for testing of samples e.g. packaging, sealing, transportation, loading, unloading etc. to the satisfaction of Project Manager shall be borne by the Contractor.
- d. The materials, supplied by the Employer, if any shall be deemed to be complying with the specifications.
- e. Materials stored at site, depending upon the individual characteristics, shall be protected from atmospheric effects due to rain, sun, wind and moisture to avoid deterioration.

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- f. Materials like timber, paints etc. shall be stored in such a way that there may not be any possibility of fire hazards. Inflammable materials and explosives shall be stored in accordance with the relevant rules and regulations or as approved by Project Manager in writing so as to ensure desired safety during storage.
 - g. Materials like geo-synthetic filter shall be stored in such a manner that it should be protected from getting degraded from UV ray of direct sunlight before laying.

TENTATIVE CONSTRUCTION SCHEDULE OF WORK

Name of Work- Preparation of detailed survey at existing pond area and surrounding area, as per requirement, of Hinglow Dam near village Babuijore, Block-Khoyrasole for assessing of storage capacity of the dam, including detailed survey of the downstream channel (Hinglow River) up to its confluence point with River Ajoy under Mayurakshi South Canals Division.

Time of completion: 60 days

Sl. No	Time Activity	1 st 5 days	6 – 10 days	11 – 15 days	16-20 days	21-25 days	26-30 days	31 – 35 days	36 – 40 days	41 – 45 days	46 – 50 days	51 – 55 days	56 – 60 days					
1	Mobilisation of materials & Labour / Hutments etc.																	
B	SURVEY WORKS																	
1.	Detailed topographical & hydrographical survey																	
2.	Geodetic Survey of an area on different scales and preparation of topographical maps																	
3.	Hydrographic survey to depict river/reservoir bed profile and preparation of maps																	
4.	Hire charges for transporting scientific and other survey instruments																	
5.	Submission of report comprising detail drawings, volume calculation of silt deposited																	

Signature
03/06/26

Executive Engineer
Mayurakshi South Canals Division,
Shyambati, Santiniketan, Birbhum

23. Safety in Construction:

- a) The Contractor shall employ only such methods of construction, tools and plant as are appropriate for the type of work or as approved by Project Manager in writing.
- b) The Contractor shall take all precautions and measures to ensure safety of works and workman as per provision of the CoC and Contractor's ESHS-MSIP and shall be fully responsible for the same. Safety pertaining to construction works such as excavation, centering and shuttering, trenching, Sheet Piling, Boulder pitching, blasting if any, demolition, electric connections, scaffolds, ladders, working platforms, gangway, mixing of bituminous materials, electric and gas welding, use of hoisting and construction machinery shall be governed by WB-PWD Safety Code/any other relevant safety codes and the direction of Project Manager.

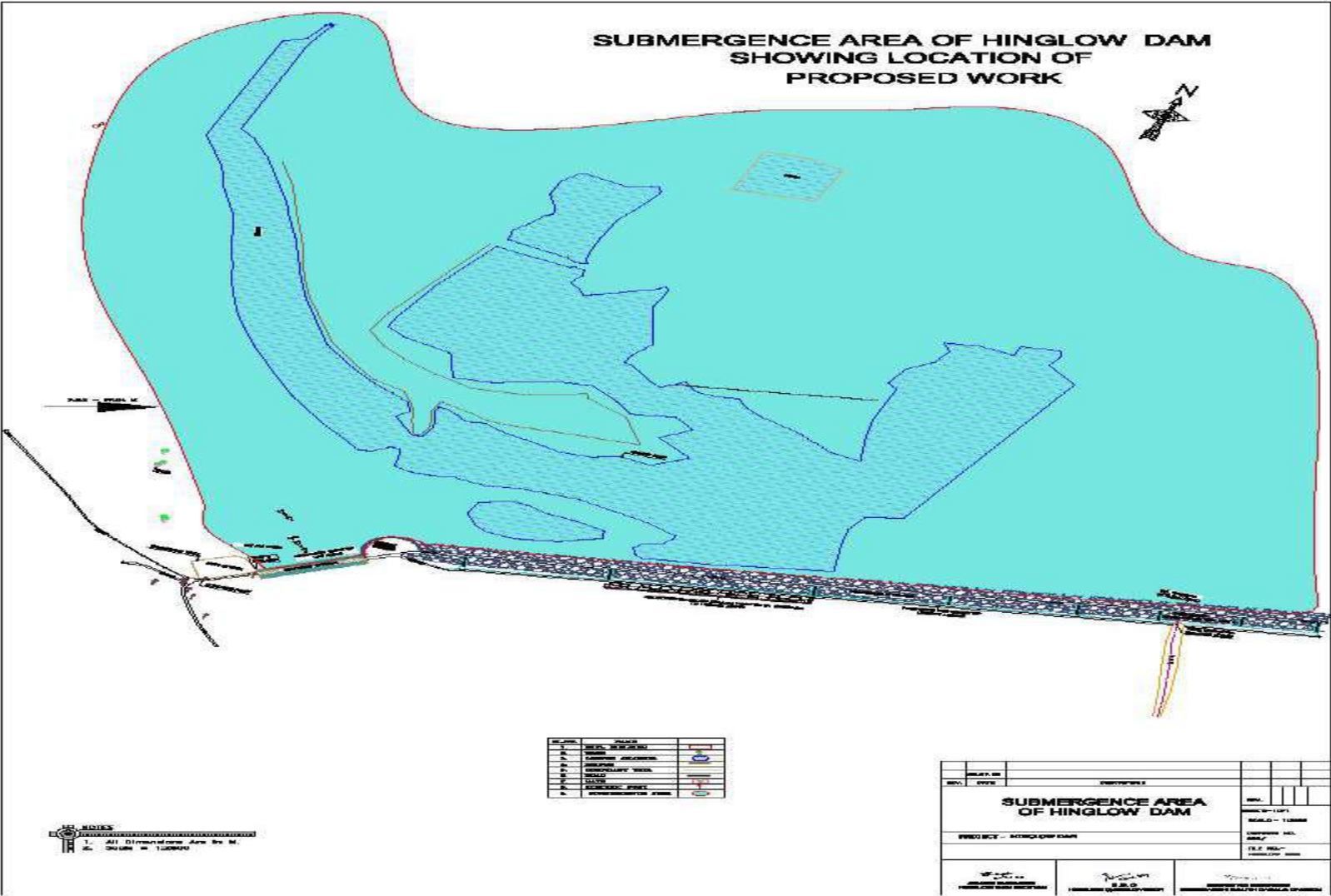
NB: The above allotted effective time periods against each activity are indicatives. The Agency shall take up the all activity related to U/S & D/S of DAM and other works simultaneously and deploy adequate resources and work in two shifts to ensure completion of all works within the Dam closure period, Dry or Non-Monsoon Period from March to June. Beyond this period from July to Oct i.e Monsoon &Khariff Irrigation period miscellaneous items relating to procurement of required materials and the other activities like manufacturing & fabrication of mechanical items may be continued. Building works may continue throughout the year but execution of Road works may go on except rainy season.

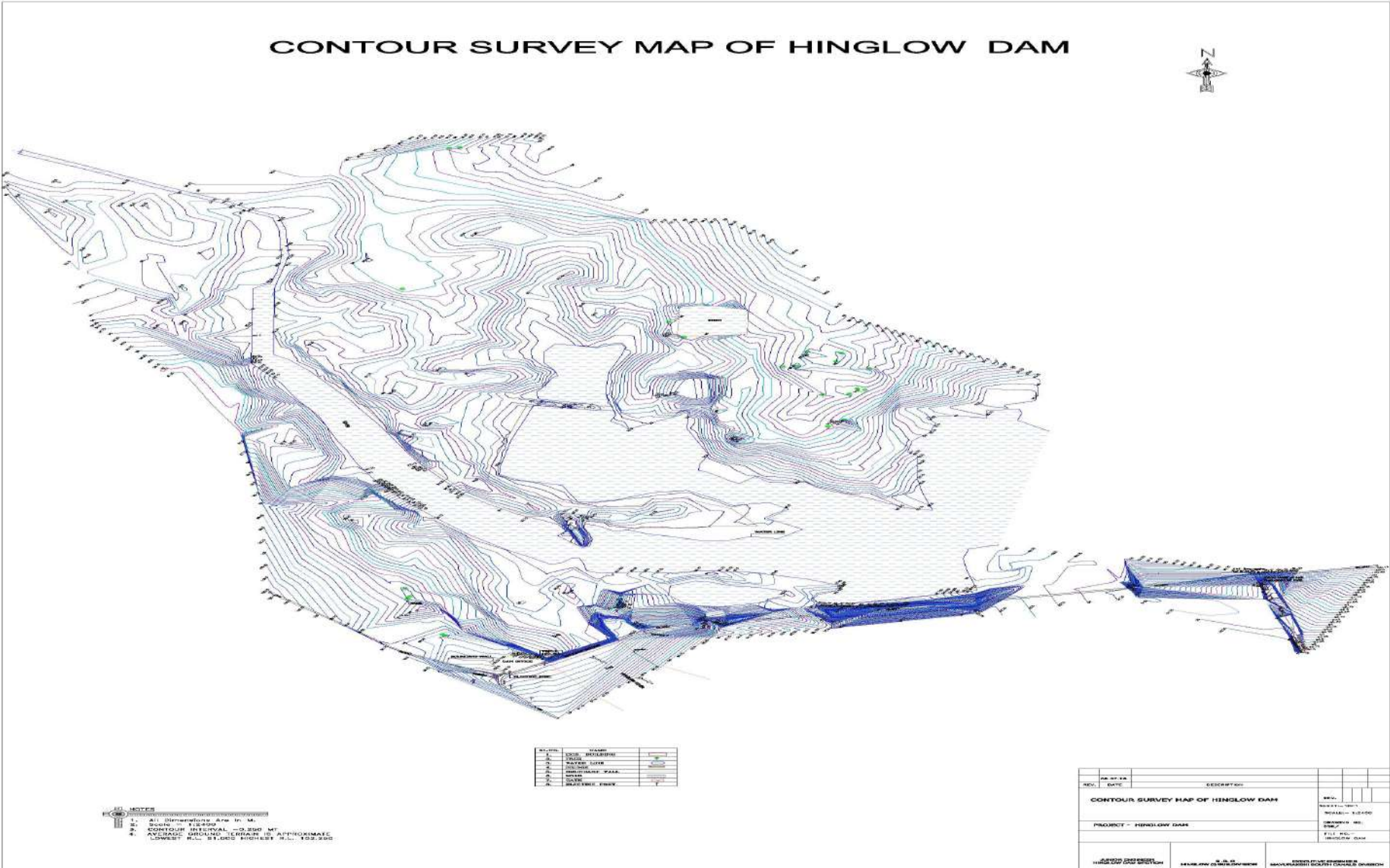
Drawings

List of Drawings:

1. SUBMERGENCE AREA OF HINGLOW DAM.
2. CONTOUR SURVEY MAP OF HINGLOW DAM.

SUBMERGENCE AREA OF HINGLOW DAM







PART 3 – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

These General Conditions of Contract (GCC), read in conjunction with the Particular Conditions of Contract (PCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

General Conditions of Contract

A. General

1. Definitions

Boldface type is used to identify defined terms.

- (a) The **Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- (b) The **Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- (c) The **Adjudicator** is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- (d) **Bank** means the financing institution **named in the PCC**.
- (e) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- (f) **Compensation Events** are those defined in GCC Clause 46 hereunder.
- (g) The **Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 57.1.
- (h) The **Contract** is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- (i) The **Contractor** is the party whose Bid to carry out the Works has been accepted by the Employer.
- (j) The **Contractor's Bid** is the completed bidding document submitted by the Contractor to the Employer.
- (k) The **Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (l) **Days** are calendar days; months are calendar months.
- (m) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated

Materials and Plant.

- (n) A **Defect** is any part of the Works not completed in accordance with the Contract.
- (o) The **Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- (p) The **Defects Liability Period** is the period **named in the PCC** pursuant to GCC Sub-Clause 38.1 and calculated from the Completion Date.
- (q) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- (r) The **Employer** is the party who employs the Contractor to carry out the Works, **as specified in the PCC**.
- (s) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- (t) **"In writing"** or **"written"** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (u) The **Initial Contract Price** is the Contract Price listed in the Employer's Letter of Acceptance.
- (v) 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 the PCC. The **Intended Completion Date** may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- (w) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- (x) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- (y) The **Project Manager** is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- (z) **PCC** means Particular Conditions of Contract.

- (aa) The **Site** is the area defined as such in the PCC.
- (bb) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- (cc) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- (dd) The **Start Date** is **given in the PCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- (ee) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- (ff) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- (gg) A **Variation** is an instruction given by the Project Manager which varies the Works.
- (hh) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.
- (ii) “**Contractor’s Personnel**” refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.
- (jj) “**Key Personnel**” means the positions (if any) of the Contractor’s personnel that are stated in the Specification.
- (kk) “**ES**” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).
- (ll) “**Sexual Exploitation and Abuse**” “(SEA)” means the following:

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;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or

under unequal or coercive conditions.

- (mm) **“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; and
- (nn) **“Employer’s Personnel”** refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer or the Project Manager to the Contractor.

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is **specified in the PCC**, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
 - (a) Agreement,
 - (b) Letter of Acceptance,
 - (c) Contractor’s Bid,
 - (d) Particular Conditions of Contract,
 - (e) General Conditions of Contract, including Appendices,
 - (f) Specifications,
 - (g) Drawings,
 - (h) Bill of Quantities,¹ and
 - (i) any other document **listed in the PCC** as forming part of the Contract.

3. Language and Law

- 3.1 The language of the Contract and the law governing the Contract are **stated in the PCC**.
- 3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in

¹ In lump-sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”

the Employer's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

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|---------------------------------------|--|
| 4. Project Manager's Decisions | 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. |
| 5. Delegation | 5.1 Unless otherwise specified in the PCC , the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor. |
| 6. Communications | 6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered. |
| 7. Subcontracting | 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor shall require that its Subcontractors execute the Works in accordance with the Contract, including complying with the relevant ES requirements and the obligations set out in Sub-Clause 28.1. |
| 8. Other Contractors | <p>8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of Other Contractors, as referred to in the PCC. The Contractor shall also provide facilities and services for them as described in the Schedule. The Employer may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.</p> <p>8.2 The Contractor shall also, as stated in the Specifications or as instructed by the Project Manager, cooperate with and allow appropriate opportunities for the Employer's or any other personnel, notified to the Contractor by the Employer or Project Manager, to conduct any environmental and social assessment.</p> |

9. Personnel and Equipment

- 9.1 The Contractor shall employ the Key Personnel and use the Equipment identified in its Bid, to carry out the Works or other personnel and Equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and Equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 The Project Manager may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Key Personnel (if any), who:
- (a) persists in any misconduct or lack of care;
 - (b) carries out duties incompetently or negligently;
 - (c) fails to comply with any provision of the Contract;
 - (d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
 - (e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works;
 - (f) has been recruited from the Employer's Personnel;
 - (g) undertakes behavior which breaches the Code of Conduct for Contractor's Personnel (ES).

If appropriate, the Contractor shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Project Manager to remove or cause to remove any person, the Contractor shall take immediate action as appropriate in response to any violation of (a) through (g) above. Such immediate action shall include removing (or causing to be removed) from the Site or other places where the works are being carried out, any Contractor's Personnel who engages in (a), (b), (c), (d), (e) or (g) above or has been recruited as stated in (f) above."

- 9.3 The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party associated with the use of, if any, Equipment on public roads or other public infrastructure. The Contractor shall monitor road safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve them.

9.4 Labor

- 9.4.1 *Engagement of Staff and Labor.* The Contractor shall provide and employ on the Site for the execution of the Works such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.

Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and welfare facilities in accordance with GCC Sub-Clause 9.4.6, of the Contractor's Personnel, and for all payments in connection therewith.

The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out

- 10. Employer's and Contractor's Risks** 10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.
- 11. Employer's Risks** 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Employer's risks:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - (ii) negligence, breach of statutory duty, or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in the Employer's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is an Employer's risk except loss or damage due to
- (a) a Defect which existed on the Completion Date,
 - (b) an event occurring before the Completion Date, which was not itself an Employer's risk, or
 - (c) the activities of the Contractor on the Site after the Completion Date.
- 12. Contractor's Risks** 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risks are Contractor's risks.
- 13. Insurance** 13.1 The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the PCC** for the following events which are due to the Contractor's risks:
- (a) loss of or damage to the Works, Plant, and Materials;

- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
- (d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the PCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

15.2 If the Contract specifies that the Contractor shall design any part of the permanent Works, the Contractor shall take into account the Employer's requirements which may include, if stated in the Specifications:

- (a) designing structural elements of the Works taking into account climate change considerations;
- (b) applying the concept of universal access (the concept of universal access means unimpeded access for people of all ages and abilities in different situations and under various circumstances; and
- (c) considering the incremental risks of the public's potential exposure to operational accidents or natural hazards, including extreme weather events.

16. The Works to Be Completed

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the

- by the Intended Completion Date**
- Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.
- 16.2 The Contractor shall not carry out mobilization to the Site unless the Project Manager gives approval, an approval that shall not be unreasonably delayed, to the measures the Contractor proposes to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel submitted as part of the Bid and agreed as part of the Contract.
- The Contractor shall submit, to the Project Manager for its approval any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project Manager for its approval.
- 17. Approval by the Project Manager**
- 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.
- 17.2 The Contractor shall be responsible for design of Temporary Works.
- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.
- 18. Health, Safety and Protection of the Environment**
- 18.1 The Contractor shall be responsible for the safety of all activities on the Site.
- 18.2 The Contractor shall:
- (a) comply with all applicable health and safety regulations and Laws;
 - (b) comply with all applicable health and safety obligations specified in the Contract;
 - (c) take care for the health and safety of all persons entitled to be on the Site and other places, if any, where the Works are being executed;

- (d) keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons;
- (e) provide fencing, lighting, safe access, guarding and watching of the Works until the issue of the Contract Completion Certificate;
- (f) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land;
- (g) provide health and safety training of Contractor's Personnel as appropriate and maintain training records;
- (h) actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor's Personnel;
- (i) put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health.
- (j) Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;
- (k) where the Employer's Personnel, any other contractors employed by the Employer, and/or personnel of any legally constituted public authorities and private utility companies are employed in carrying out, on or near the site, of any work not included in the Contract, collaborate in applying the health and safety requirements, without prejudice to the responsibility of the relevant entities for the health and safety of their own personnel; and
- (l) establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit to the Project Manager for its approval a health and safety manual

which has been specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out all the health and safety requirements under the Contract,

(a) which shall include at a minimum:

- (i) the procedures to establish and maintain a safe working environment without risk to health at all workplaces, machinery, equipment and processes under the control of the Contractor, including control measures for chemical, physical and biological substances and agents;
- (ii) details of the training to be provided, records to be kept;
- (iii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from both natural and man-made hazards, typically in the form of fire, explosions, leaks or spills, which may occur for a variety of different reasons including failure to implement operating procedures that are designed to prevent their occurrence, extreme weather or lack of early warning);
- (iv) remedies for adverse impacts such as occupational injuries, deaths, disability and disease;
- (v) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
- (vi) the measures to be implemented to avoid or minimize the spread of communicable diseases (including transfer of Sexually Transmitted Diseases or Infections (STDs), such as HIV virus) and non-communicable diseases associated with the execution of the Works, taking into consideration differentiated exposure to and higher sensitivity of vulnerable groups. This includes taking measures to avoid or minimize the transmission of communicable diseases that may be associated with the influx of temporary or permanent Contract-

related labor;

- (vii) the policies and procedures on the management and quality of accommodation and welfare facilities if such accommodation and welfare facilities are provided by the Contractor in accordance with GCC Sub-Clause 9.4.6; and

- (b) any other requirements stated in the Specification

18.3 Protection of the environment

The Contractor shall take all necessary measures to:

- 18.3.1 protect the environment (both on and off the Site); and

- 18.3.2 limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specifications, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Project Manager the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Project Manager.

19. Archaeological and Geological Findings

- 19.1 All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer. The Contractor shall:

- (a) take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;
- (b) train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
- (c) implement any other action consistent with the requirements of the Specifications and relevant laws.

The Contractor shall, as soon as practicable after discovery of any such finding, notify the Project Manager of such discoveries and carry out the Project Manager's instructions for

dealing with them.

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|---|--|
| 20. Possession of the Site | 20.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the PCC , the Employer shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event. |
| 21. Access to the Site | 21.1 The Contractor shall allow the Project Manager and any person authorized by the Project Manager (including the Bank staff or consultants acting on the Bank's behalf, stakeholders and third parties, such as independent experts, local communities, or non-governmental organizations), including to carry out environmental and social audit, as appropriate, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out. |
| 22. Instructions, Inspections and Audits | <p>22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.</p> <p>22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.</p> <p>22.3 Inspections & Audit by the Bank</p> <p>Pursuant to paragraph 2.2 e. of Appendix A to the GCC- Fraud and Corruption, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to GCC Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p> |
| 23. Appointment of the Adjudicator | 23.1 The Adjudicator shall be appointed jointly by the Employer and the Contractor, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the |

Adjudicator, the Employer will request the Appointing Authority **designated in the PCC**, to appoint the Adjudicator within 14 days of receipt of such request.

- 23.2 Should the Adjudicator resign or die, or should the Employer and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

24. Procedure for Disputes

- 24.1 If the Contractor believes that a decision taken by the Project Manager was either outside the authority given to the Project Manager by the Contract or that the decision was wrongly taken, the decision shall be referred to the Adjudicator within 14 days of the notification of the Project Manager's decision.
- 24.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 24.3 The Adjudicator shall be paid by the hour at the **rate specified in the PCC**, together with reimbursable expenses of the types **specified in the PCC**, and the cost shall be divided equally between the Employer and the Contractor, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.
- 24.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the places **specified in the PCC**.

25. Fraud and Corruption

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

26. Stakeholder

- 26.1 The Contractor shall provide relevant contract- related

Engagement

information, as the Employer and/or Project Manager may reasonably request to conduct Stakeholder engagements. “Stakeholder” refers to individuals or groups who:

- (i) are affected or likely to be affected by the Contract; and
- (ii) may have an interest in the Contract.

The Contractor may also directly participate in Stakeholder engagements, as the Employer and/or Project Manager may reasonably request

**27. Suppliers(other
than
Subcontractors)**

27.1 **Forced Labor:** The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage forced labor including trafficked persons as described in GCC Sub-Clause 9.4.14. If forced labor/trafficking cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

27.2 *Child Labor:* The Contractor shall take measures to require its suppliers (other than Subcontractors) not to employ or engage child labor as described in GCC Sub-Clause 9.4.15. If child labor cases are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

27.3 *Serious Safety Issues:* The Contractor, including its Subcontractors, shall comply with all applicable safety obligations, including as stated in GCC Sub-Clause 18.2. The Contractor shall also take measures to require its suppliers (other than Subcontractors) to adopt procedures and mitigation measures adequate to address safety issues related to their personnel. If serious safety issues are identified, the Contractor shall take measures to require the suppliers to take appropriate steps to remedy them. Where the supplier does not remedy the situation, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to manage such risks.

27.4 *Obtaining natural resource materials in relation to supplier:* The Contractor shall obtain natural resource *materials* from suppliers that can demonstrate, through compliance with the applicable verification and/ or certification requirements, that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats such as unsustainably harvested wood

products, gravel or sand extraction from river beds or beaches.

If a supplier cannot continue to demonstrate that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats, the Contractor shall within a reasonable period substitute the supplier with a supplier that is able to demonstrate that they are not significantly adversely impacting the habitats.

28. Code of Conduct

28.1 The Contractor shall have a Code of Conduct for the Contractor's Personnel.

The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

The Contractor's Management Strategy and Implementation Plans shall include appropriate processes for the Contractor to verify compliance with these obligations.

29. Security of the Site

29.1 The Contractor shall be responsible for the security of the Site, and:

- (a) for keeping unauthorized persons off the Site;
- (b) authorized persons shall be limited to the Contractor's Personnel, the Employer's Personnel, and to any other personnel identified as authorized personnel (including the Employer's other contractors on the Site), by a notice from the Employer or the Project Manager to the Contractor.

Subject to GCC Sub-Clause 16.2, the Contractor shall submit for the Project Manager's No-objection a security management plan that sets out the security arrangements for the Site

The Contractor shall (i) conduct appropriate background checks

on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards Contractor's Personnel, Employer's Personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Specifications.

The Contractor shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

In making security arrangements, the Contractor shall also comply with any additional requirements stated in the Specification.”

B. Time Control

30. Program and Progress Reports

- 30.1 Within the time **stated in the PCC**, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump-sum contract, the activities in the Program shall be consistent with those in the Activity Schedule. The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.
- 30.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 30.3 The Contractor shall monitor progress of the Works and submit to the Project manager progress report and any updated Program showing the actual progress achieved and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities, at intervals no longer than the period **stated in the PCC**. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount **stated in the PCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of lump-sum Contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the

Project Manager.

30.4 Unless otherwise stated in the Specifications, each progress report shall include the Environmental and Social (ES) metrics set out in Appendix B.

30.5 In addition to the progress reports, the Contractor shall inform the Project Manager immediately of any allegation, incident or accident in the Site, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, Project Manager's personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Project Manager of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel, or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Project Manager within the timeframe agreed with the Project Manager.

The Contractor shall require its Subcontractors and suppliers (other than Subcontractors) to immediately notify the Contractor of any incidents or accidents referred to in this Subclause.

**31. Extension of the
Intended
Completion
Date**

31.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.

31.2 The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in

assessing the new Intended Completion Date.

- 32. Acceleration**
- 32.1 When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Employer accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 32.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, they are incorporated in the Contract Price and treated as a Variation.
- 33. Delays Ordered by the Project Manager**
- 33.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.
- 34. Management Meetings**
- 34.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 34.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.
- 35. Early Warning**
- 35.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 35.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

APPENDIX A TO GENERAL CONDITIONS

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

- 2.2 To this end, the Bank:

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

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;² (ii) to be a nominated³ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁴ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

² For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

³ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁴ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Section IX - Particular Conditions of Contract

Except where otherwise specified, all Particular Conditions of Contract should be filled in by the Employer prior to issuance of the bidding document. Schedules and reports to be provided by the Employer should be annexed.

A. General	
GCC 1.1 (d)	The financing institution is: The World Bank
GCC 1.1 (r)	The Employer is Chief Engineer-North, Irrigation & Waterways Directorate, Green Park, P.O.: Mokdumpur, P.S. : English Bazar ; Dist: Malda, PIN:732103, Phone No.03512-221194 / 221164, email: cenorth2014@gmail.com , on behalf of Irrigation & Waterways Department, Government of West Bengal
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be 60 days from the date of commencement as mentioned in the Award of Contract.
GCC 1.1 (y)	The Project Managers or Engineer or Engineer-In-Charge, by the Employer, all having the same meaning and connotation are: 1. Executive Engineer, Mayurakshi South Canals Division, Shyambati, Santiniketan, and Birbhum - 731235 (email ID: eemscdivision@gmail.com . FOR SURVEY WORKS
GCC 1.1 (aa)	The Site is located near Village-Babuijore, Block- Khayrasole of Birbhum District, West Bengal and is defined in drawings No. [1.]
GCC 1.1 (dd)	The Start Date Will be Mention later On. [+10 days from the date of issuance of Notice to Proceed]
GCC 1.1 (ii)	The following is added as GCC 1.1. (ii) “ES” means environmental and social (including sexual exploitation and assault (SEA).
GCC 1.1 (jj)	GCC 1.1 (jj) is replaced with the following: “Key Personnel are the Contractor’s personnel named in GCC 9.1 of the Particular Conditions of Contract.” The following is added as GCC 1.1. (jj) “Sexual Exploitation and Assault” “(SEA)” stands for the following: 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. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain.

	Sexual assault is defined as sexual activity with another person who does not consent. It is a violation of bodily integrity and sexual autonomy and is broader than narrower conceptions of “rape”, especially because (a) it may be committed by other means than force or violence, and (b) it does not necessarily entail penetration.
GCC 7.1	The ceiling for sub-contractor – Not Applicable
GCC 8.1	Schedule of other contractors: <i>Not Applicable</i>
GCC 9	The following is inserted as a sub-clause at the end of GCC 9.2: “In all the above cases, the contractor shall ensure that the person leaves the site within seven days and has no further connection with the work in the contract. The Contractor shall appoint a suitable replacement within 28 days or earlier as may be agreed to between the Project Manager and the Contractor.” The following sentence is deleted from first paragraph of GCC 9.4.1: “The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within the Country.” GCC 9.4.3 and GCC 9.4.4 are deleted. The following sub-clauses are inserted at the end of GCC 9.4: “9.5 The Contractor shall not employ any retired Gazetted officer who has either not completed two years after the date of retirement or has not obtained permission from the Government authorities for employment with the Contractor¹. 9.6 During continuance of the Contract, the Contractor and his Sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour laws (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law prevailing on the Base Date either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contraventions including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Project Manager/ Employer shall have the right to deduct any money due to the Contractor including his amount of performance security and if applicable, the Environmental and Social (ES) Performance Security. The Employer/ Project Manager

¹Based on Government Directives.

	shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. 9.7 The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time. 9.8 The Contractor shall duly comply with the provisions of the Apprentices Act 1961 (III of 1961) and the rules made there under, and comply, failure or neglect to shall be subject to all liabilities and penalties provided in the said Act and Rules.”
GCC 9.1	Key Personnel and equipment: GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 of the Particular Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. The Contractor shall have a Code of Conduct for the Contractor’s Personnel, and shall ensure that each Contractor’s Personnel is provided a copy of this Code of Conduct, written in a language comprehensible to that person, and shall seek to obtain that person’s signature acknowledging receipt of the same. The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor’s Personnel, Employer’s Personnel and the local community. <i>[insert the name/s of each Key Personnel agreed by the Employer prior to Contract signature, Schedule of Key Personnel and equipment as indicated in accepted bid & construction methodology].</i> To be done during Contract signing
GCC 9.2	The following is inserted as GCC 9.2 (e), (f), and (g): “(e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; (f) has been recruited from the Employer’s Personnel without due clearance; (g) breaches the Code of Conduct for the Contractor’s Personnel (ES).”

GCC 9.10	The following is inserted as GCC 9.10: “The Contractor shall provide the Contractor’s Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor’s Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification; and shall also include the Code of Conduct for Contractor’s Personnel. The Contractor’s Personnel shall be informed when any material changes to their terms or conditions of employment occur.”																						
GCC 9.11	The following is inserted as GCC 9.11: “The Contractor shall provide appropriate training to relevant Contractor’s Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA, and health and safety training. As stated in the Specification or as instructed by the Project Manager, the Contractor shall also allow appropriate opportunities for the relevant Contractor’s Personnel to be trained on ES aspects of the Contract by the Employer’s Personnel. The Contractor shall provide training on SEA, including its prevention, to any of its personnel who has a role to supervise other Contractor’s Personnel.																						
GCC 13.1	The minimum insurance amounts and deductibles shall be: <i>[Employers should fill these columns carefully in consultation with insurance companies. It should not be left blank]</i> <table> <tr> <th>S.No.</th><th>Description</th><th>Minimum cover for Insurance</th><th>Maximum deductible for Insurance</th></tr> <tr> <td>(i)</td><td>Works and Plant and Materials which are incorporated in works</td><td>8.00 Crores</td><td>5% of Claim amount subject to a minimum of Rs 50,00,000 /- for normal losses and Rs. 1,00,00,000/- for AOG/Collapse/Major Perils</td></tr> <tr> <td>(ii)</td><td>Loss or damage to Construction Equipment</td><td>1.00 Crore</td><td>Do</td></tr> <tr> <td>(iii)</td><td>Other Property</td><td>1.00 Crore</td><td>Do</td></tr> <tr> <td>(iv)</td><td>Personal injury or</td><td>1.00 Crore</td><td>In accordance with the statutory requirements</td></tr> </table>			S.No.	Description	Minimum cover for Insurance	Maximum deductible for Insurance	(i)	Works and Plant and Materials which are incorporated in works	8.00 Crores	5% of Claim amount subject to a minimum of Rs 50,00,000 /- for normal losses and Rs. 1,00,00,000/- for AOG/Collapse/Major Perils	(ii)	Loss or damage to Construction Equipment	1.00 Crore	Do	(iii)	Other Property	1.00 Crore	Do	(iv)	Personal injury or	1.00 Crore	In accordance with the statutory requirements
S.No.	Description	Minimum cover for Insurance	Maximum deductible for Insurance																				
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(ii)	Loss or damage to Construction Equipment	1.00 Crore	Do																				
(iii)	Other Property	1.00 Crore	Do																				
(iv)	Personal injury or	1.00 Crore	In accordance with the statutory requirements																				

	death insurance: a)for other people; b) for Contractor's Employees	applicable in India In accordance with the statutory requirements applicable in India
GCC 14.1	Site Data are: Reflected in the drawings which are specific to the bid and are part of this bid document. <i>[Hinglow Dam, Kankartala, Babuijore, Block-Khayrasole, Birbhum, West Bengal]</i>	
GCC 15.2	The following is added as sub-clause 15.2: “If so instructed by Project Manager, the Contractor shall submit to the Project Manager for review, a health and safety manual, specifically prepared for the Works, the Site and other places (if any) where the Contractor intends to execute the Works. The manual shall be in addition to any other similar document required under applicable health and safety regulations and Laws. The health and safety manual and its updates shall be reviewed along with the Contractor’s Environmental and Social Management Plan (C-ESMP) described in sub-clause 16.2.” Delete GCC sub-clauses 15.2.1 and GCC 15.2.2.	
GCC 16.1 (add new 16.2)	ES Management Strategies and Implementation Plans The following is inserted as a new sub-clause 16.2: “16.2 The Contractor shall not carry out mobilization to Site (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits) unless the Project manager gives consent, a consent that shall not be unreasonably delayed, that appropriate measures are in place to address environmental and social risks and impacts, which at a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor’s Personnel submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, to the Project manager for Review any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). These MSIPs collectively comprise the Contractor’s Environmental and Social Management Plan (C-ESMP). The Contractor shall review the C-ESMP, periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Project manager for Review.”	
GCC 20.1	The Site Possession Location(s):Hinglow Dam The Site Possession Dates shall be: (To be mentioned in the Notice to	

	Proceed)
GCC 23.1 & GCC 23.2	Name of the agreed Adjudicator The daily fee for this proposed Adjudicator shall be: <i>Rs 10,000 per day.</i> The biographical data of the proposed Adjudicator is as follows: Education: Experience: Age: Nationality: Indian Present Position:
GCC 24.3	Daily rate and types of reimbursable expenses to be paid to the Adjudicator: <i>Rs 10,000 per day Plus reimbursable expenses (actual boarding, lodging, travel & other incidental expenses)</i>
GCC 24.4	The procedure for adhoc arbitration will be as follows: (a) In case of Dispute or difference arising between the Employer and a Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India). (b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Council of Arbitration both in cases of Foreign Contractor as well as Indian Contractor, shall appoint the Arbitrator. A certified copy of the order of the Indian Council of Arbitration making such an appointment shall be furnished to each of the parties. (c) Arbitration may be commenced prior to or after completion of the Works, provided that the obligations of the Employer, the Project Manager, the Contractor and the Adjudicator shall not be altered by

	reason of the arbitration being conducted during the progress of the Works. (d) Arbitration proceedings shall be held at Kolkata, West Bengal, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. (e) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself. (f) Where the value of the contract is Rs. 50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the * Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India). (g) The Arbitrator should give final award within 120 days of starting of the proceedings <i>[indicate the days (Between 120-180) by which arbitrator should give award]</i>. (h) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings. "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Kolkata, West Bengal, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English". <i>[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs. 1 crore unless the parties have agreed otherwise for a sole arbitrator]</i>.
B. Time Control	

GCC 30.1	The Contractor shall submit for approval a Program for the Works within 14 days of delivery of the Letter of Acceptance. Any revision in Program should only be agreed in writing. <i>[This program should be in adequate detail and generally conform to the program submitted along with bid. Deviations, if any from that should be clearly explained and should be satisfactory to the Project Manager]</i>
GCC 30.3	The period between Program updates is 14 days. The amount to be withheld for late submission of an updated Program is INR 5,00,000/- The period for submission of progress reports is 30 days.
GCC 31	GCC 31.1 is replaced with the following: “31.1 The Project Manager shall extend the Intended Completion Date including milestones if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date as per the agreed milestones without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.” In GCC 31.2, replace the words “Intended Completion Date” at the first occurrence by the words “Intended Completion Date/ Milestones”; and at the second occurrence by the words “Intended Completion Date/ Milestone”.
GCC 34	GCC 34.1 is replaced with the following: “Either the Project Manager or the Contractor may require the other to attend a management meeting (which will be held at the place indicated in PCC. The periodicity shall be fixed by Project Manager/ Contractor jointly). The business of a management meeting shall be to review the progress of construction with reference to the construction program given in accordance with GCC 30.1, the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.”
GCC 34.1	Venue of management meeting will be Office of the Executive Engineer, Mayurakshi South Canals Division, I&W Dte, Shyambati, Santiniketan, Birbhum.

Section X - Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security, ES performance security if applicable, and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

NOTIFICATION OF AWARD

Letter of Acceptance

[on letterhead paper of the Employer]

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

..... *[date]*

To: *[name and address of the Contractor]*

Subject: *[Notification of Award Contract No]*

This is to notify you that your Bid dated . . . *[insert date]* . . . for execution of the
 . . . *[insert name of the contract and identification number, as given in the PCC]*
 . . . for the Accepted Contract Amount of *[insert amount in numbers and words]*, as corrected and modified¹ in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security, plus additional security for unbalanced bids in terms of ITB Clause 41, and ES Performance Security *[Delete ES Performance Security if it is not required under the contract]* in the form detailed in ITB Clause 50 for amounts² of Rs. , and Rs. specified therein, within 21 days of the receipt of this letter of acceptance, and visit this office to sign the contract, failing which action as stated in ITB Clause 50.2 will be taken in accordance with the Conditions of Contract. The securities shall be valid up to 28 days from the date of completion i.e. up to and shall be as per the Performance Security Form and the ES Performance Security Form *[Delete reference to the ES Performance Security Form if it is not required under the contract]*, included in Section X - Contract Forms, of the bidding document.

[Choose one of the following statements:]

We accept that _____ *[insert the name of Adjudicator proposed by the Bidder]* be appointed as the Adjudicator³.

[or]

¹Delete “corrected and” or “and modified” if not applicable. See Notes on Standard Form of Agreement, next page.

²Insert amounts for (i) Performance Security, plus additional security for unbalanced bids in terms of ITB Clause 41; and (ii) ES Performance Security respectively.

³To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the Instructions to Bidders, and has accordingly offered another candidate.

We do not accept that _____ *[insert the name of the Adjudicator proposed by the Bidder]* be appointed as the Adjudicator, and by sending a copy of this Letter of Acceptance to _____ *[insert name of the Appointing Authority]*, the Appointing Authority, we are hereby requesting such Authority to appoint the Adjudicator in accordance with ITB 51.1 and GCC 23.1⁴.

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

[OR]

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

We have reviewed the construction methodology submitted by you along with the bid in response to ITB Clause 16 and our comments are given in the attachment. You are requested to submit a revised Program including ES requirements as per Clause 26 of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

⁴To be used only if the Contractor disagrees in the Bid with the Adjudicator proposed by the Employer in the ITB, has accordingly offered another candidate, and the Employer does not accept the counterproposal.

Issue of Notice to proceed with the work

(Letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite securities as stipulated in ITB clause 50.1, insurance policy as per GCC 13, construction methodology as stated in letter of acceptance and signing of the contract agreement for the construction of _____ @ a Bid Price of Rs. _____, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of
signatory authorized to sign on
behalf of Employer)

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made the day of,, between *[name of the Employer]*. (hereinafter “the Employer”), of the one part, and *[name of the Contractor]*.(hereinafter “the Contractor”), of the other part:

WHEREAS the Employer desires that the Works known as *[name of the Contract]*. should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (i) This Agreement
 - (ii) the Letter of Acceptance
 - (iii) the Contractor’s Bid including completed schedules and priced bill of quantities,
 - (iv) the addenda Nos _____(if any)
 - (v) the Particular Conditions
 - (vi) the General Conditions of Contract, including appendix;
 - (vii) the Specification
 - (viii) the Drawings
 - (ix) Construction Program, Methodology, Quality Assurance Program, ES Management Strategies and Implementation Plans, and Code of Conduct for Contractor’s Personnel (ES)
 - (x) Joint Venture Agreement [for JVs only];and
 - (xi) any other document **listed in the PCC** as forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract

Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Indian the day, month and year specified above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Contractor

in the
presence of: _____
Witness, Name, Signature, Address,
Date

in the
presence of: _____
Witness, Name, Signature, Address, Date

Performance Security - Bank Guarantee
[Including Additional Performance Security for unbalanced bids]
[Guarantor letterhead or SWIFT identifier code]

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

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

To: _____ *[name of Employer]*

_____ *[address of Employer]*

WHEREAS _____ *[name and address of Contractor⁵]* (hereinafter called "the Applicant") 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 Applicant 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 Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee⁶]* _____ *[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]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

⁵In the case of a JV, insert the name of the Joint Venture

⁶An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sums, if any, plus additional performance security for unbalanced bids if any, and denominated in Indian Rupees.

between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until⁷, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

⁷*Insert the date twenty-eight days after the expected completion date as described in GC Clause 53.1. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Employer's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee"*

Retention Money Security

Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

_____ *[Bank's name and address of issuing branch or office]*

Beneficiary: _____ *[Name and Address of Employer]*

Date: _____

RETENTION MONEY GUARANTEE NO.: _____

We have been informed that _____ *[name of contractor⁸]* (hereinafter called "the Applicant") has entered into Contract No. _____ *[reference number of the contract]* dated _____ with you, for the execution of _____ *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment, payment of _____ *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.

At the request of the Applicant, we _____ *[name of Bank]* hereby irrevocably undertake to pay you the sum or sums not exceeding in total an amount of _____ *[amount in Rupees]* (_____) *[amount in words⁹]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Applicant is in breach of its obligation under the Contract without cavil or argument.

It is a condition for any claim and payment under this guarantee to be made that the payment of the second half of the Retention Money referred to above must have been received by the Applicant on its account number _____ at _____ *[name and address of Bank]*.

⁸In the case of a JV, insert the name of the Joint Venture

⁹The Guarantor shall insert an amount representing the amount of the second half of the Retention Money or if the amount guaranteed under the Performance Guarantee when the Taking-Over Certificate is issued is less than half of the Retention Money, the difference between half of the Retention Money and the amount guaranteed under the Performance Security.

This guarantee shall expire, at the latest, 21 days after the date when the Employer has received a copy of the Defects Liability Certificate issued by the Project Manager. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[Signature(s) and seal of the guarantor]

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

Attachment 1**Notification of Intention to Award**

[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid, unless the Bidder has previously received notice of exclusion from the process at an interim stage of the procurement process]

[Send this Notification to the Bidder's Authorized Representative named in the Bidder Information Form]

For the attention of Bidder's Authorized Representative

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: *[email/fax]* on *[date]* (local time)

Notification of Intention to Award

Employer: *[insert the name of the Employer]*

Project: *[insert name of project]*

Contract title: *[insert the name of the contract]*

Country: *[insert country where RFB is issued]*

Loan No. /Credit No. / Grant No.: *[insert reference number for loan/credit/grant]*

RFB No: *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

3. Reason/s why your Bid was unsuccessful

[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]

4. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

Fax number: [insert fax number] *delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

5. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

Attention: *[insert full name of person, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

Fax number: *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) [https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)" [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

.....

2.2 Substitute the first note in Italics in the Form ‘Notification of Award’ as under:

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clause 47. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only upon expiry of the Standstill Period, specified in BDS ITB 42.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, subject to any review by the World Bank required under the Loan Agreement.]

FORM 1

(To be submitted in plain paper/letter head as per specimen, duly filled up and uploaded with digital signature which shall be treated as the self declaration of the bidder)

APPLICATION FOR e-TENDER

To,
The Executive Engineer

..... Division, I&W Directorate

e- Tender No:-

Serial No. of Works applied for :-

Amount put to e-Tender: Rs

Dear Sir,

Having examined the Technical PQ cover, OID cover, Corrigendum (*optional) & entire e-NIT documents, I/we hereby would like to state that I/we wilfully accept all your conditions and offer to execute the work as per the tenders rules in e-NIT, terms & conditions, specifications, drawings, bill of quantities and corrigenda/addenda, SoR, and Agreement (WB Form No. 2911(i)/(ii) involving the e-Tender and Serial no of work stated above. I/We acknowledge that the making of our bid shall be regarded as an unconditional and absolute acceptance of the terms & conditions of the e-NIT. I/We also agree to remedy the defects during execution and upto end of security period of the above work in conformity with the conditions of contract, specifications, drawings, bill of quantities and addenda/corrigenda.

Dated this _____ day of _____ 202__

Full name of Bidder / Contractor: _____

Name in full of Signatory/s*: _____

In the capacity* of: _____

Duly authorized to sign bid

for & on behalf of (Name of Firm): _____

(In block Capital letters or typed)

Office address with seal:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

*In case of Joint Venture & Consortium the Lead Member to submit this format.

(DIGITAL SIGNATURE OF BIDDER)

FORM – 2

Declaration against Common Interest

(To be submitted in plain paper/letter head as per specimen, duly filled up and uploaded with digital signature, which shall be treated as the self declaration of the bidder)

Ref:- e-NIT No.,
e-Tender ID No.....

Sl. No. of work (in the list of work in the e-NIT)

To,
 Executive Engineer
Division
 Irrigation & Waterways Directorate

I/We, Sri/Smt. _____, the authorized signatory on behalf of _____ do hereby affirm that I/We/any of the member of..... bidding against e - NIT No. Sl. No. do not have any common interest either as a partner in any other partnership firm /consortium/Joint Venture or as Proprietor / Principal Share Holder of any other Firm/Company in the same serial for the work I / we want to participate.

Dated this _____ day of _____ 202__

Full name of Bidder / Contractor: _____

Authorised Signatory: _____

In the capacity of: _____

Duly authorized to sign bid

for & on behalf of (Name of Firm): _____

(In block Capital letters or typed)

Office address with seal:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

*In case of Joint Venture & Consortium the Lead Member to submit this format.

(DIGITAL SIGNATURE OF BIDDER)

FORM –4**Declaration on antecedents and performance**

(To be submitted in plain paper/letter head as per specimen, duly filled up and uploaded with digital signature, which shall be treated as the self declaration of the bidder)

Ref:- e-NIT No.,
Tender ID No.....

e-

Work Sl. No.....

To,
Executive Engineer
.....Division
Irrigation & Waterways Directorate

I/We, Sri/Smt. _____, the authorized signatory on behalf of _____ do hereby affirm that I/We/any of the member of..... bidding against e - NIT No. Sl. No. are not black listed suspended or debarred from participation in State Government procurements and tenders in the Irrigation & Waterways Directorate, Government of West Bengal, other Departments of the State Government and Government of India on the date of publication of this Notice Inviting Tender (NIT).

If at a later stage this submission (undertaking) is found incorrect, the bidder company along with all its constituent members/owners/partners would be liable to penal actions as decided by the Government under the law.

Dated this _____ day of _____ 202__

Full name of Bidder / Contractor: _____

Authorised Signatory: _____

In the capacity of: _____

Duly authorized to sign bid

for & on behalf of (Name of Firm): _____

(In block Capital letters or typed)

Office address with seal:

Telephone no(s) (office): _____

Mobile No: _____

Fax No: _____

E mail ID: _____

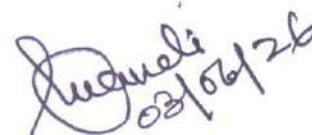
(DIGITAL SIGNATURE OF BIDDER)

Memo. No:- 768/1(11)

Date :- 03.06.2026

Copy with enclosure forwarded for information and taking necessary action for wide publication to the :-

01.	The Chief Engineer (North), Irrigation & Waterways Directorate, Green Park Irrigation Campus, Green Park, Mokdompur, Malda-732103.
02	Superintending Engineer, Mayurakshi Canal Circle , Suri, Birbhum.
03	Sabhadhipati, Birbhum Zilla Parishad, Suri, Birbhum.
04	District Magistrate, Birbhum, Suri, Birbhum
05.	Executive Engineer, Mayurakshi Head Quarter Division, Suri, Birbhum
06.	Executive Engineer, Mayurakshi North Canals Division, Rampurhat, Birbhum.
07	The District Information & cultural officer, Birbhum, Suri, Birbhum for information & wide circulation
08.	The Sub Divisional Officer, Hinglow Irrigation Sub Division
09	Notice Board, Mayurakshi South Canals Division, Birbhum.
10	Accounts Section, Mayurakshi South Canals Division, Bolpur, Birbhum.
11	Estimating Branch, Mayurakshi South Canals Division, Bolpur, Birbhum.



Executive Engineer
Mayurakshi South Canals Division
Shyambati, Santiniketan, Birbhum