GOVERNMENT OF ASSAM ASSAM INLAND WATER TRANSPORT DEVELOPMENT SOCIETY ASSAM INLAND WATER TRANSPORT PROJECT REQUEST FOR QUOTATIONS (RFQ) FOR SMALL WORKS

Date: 30th June, 2022

Bid No. AIWTDS/284/2021/

- 1. The Government of India has received a credit from the International Development Association / loan from the International Bank for Reconstruction & Development towards the cost of Assam Inland Water Transport Project and intends to apply a part of the funds to cover eligible payments under the contracts for construction of works as detailed below. Bidding is open to bidders registered as contractors having registration as contractor of Directorate of Inland Water Transport, Government of Assam. Bidders are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Bidders to qualify for the award of the contract. In addition, please refer to paragraphs 3.1 of the World Bank's Guidelines setting forth the World Bank's policy on conflict of interest.
- 2. The Assam Inland Water Transport Development Society (AIWTDS) invites Request for Quotation from reputed and experienced contractors having registration as contractor of Directorate of Inland Water Transport, Government of Assam.
- 3. This Procurement notice includes the terms and conditions applicable to submission of bids; criteria for qualification, evaluation, and for award of work order(s); and relevant forms to be filled by the bidders. Implementing Agency has not issued a separate bidding document for this purchase. The Procurement notice including the terms and conditions etc. can be downloaded free of cost by logging on to the website http://iwtdirectorate.assam.gov.in, and www.aiwtdsociety.in
- 4. Bids, shall be submitted in favour of "Additional State Project Director, Assam Inland Water Transport Development Society on or before 14 00 hours on 12/07/2022. Any bid or modifications to bid received outside the bid document will not be considered. The bids will be opened on 12 /07/ 2022 at 15 30 hours in presence of intending bidders.
- 5. If the Purchaser's 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. The bids shall remain unopened until the subsequent opening, following the evaluation of the bids.
- 6. A Bidder requiring any clarification of the bidding document may visit the office of the Purchaser at the address given below.
- 7. All Bids must be accompanied by a "Bid Security Declaration Form" for the work.

Name of work	Estimated Amount of the Tender	Bid Security (Rs.) EMD	Period of work completion
Construction of a shed for Diesel Generator set at DIWT campus.	INR 1,20,120.00	Nil (Instead of Bid Security the Bid Security Declaration Form" is to be signed	20 Days

Partha Pegu, ACS Additional State Project Director
Assam Inland Water Transport Development Society

Phone: 0631-2526421

AIWTD Office, Ulubari, Guwahati

Email: <u>dir.iwtds-as@gov.in</u>
Website: www.aiwtdsociety.in

Instructions to Bidders

SECTION - A

1. Scope of Works

The Assam Inland Water Transport Development Society (AIWTDS) invites bids for the construction of works as detailed in the table given below

Brief Description of the Works	Estimated value of Works (Rs.)	Period of Completion
Construction of a shed for Diesel Generator set at DIWT campus.	INR 1,20,120.00	20 Days

The successful bidder will be expected to complete the works by the intended completion date specified above.

Qualification of the bidder: The bidder shall provide qualification information which shall include:-

- a) total monetary value of construction works performed for each year of the last 3 years;
- b) Report on his financial standing; and
- c) Details of any litigation, current or during the last 3 years in which the bidder is involved, the parties concerned and disputed amount or awards in each case.

3. To qualify for award of the contract the bidder:-

- (a) should have satisfactorily completed as a prime contractor at least two similar work of value of each should not be less than INR 1.2 Lakhs in the last three years;
- (b) should have up-to date contractor registration certificate of Directorate IWT Assam.
- should not have been debarred (or dealings suspended) on the date of bid opening by the Central/State Governments/undertakings or by the World Bank.
- (d) Valid GST registration certificate.
- (e) Pan Card of the bidder to be submitted.
- (f) Annual turnover report of minimum of Rs 3 Lakhs in any 1 year of the last 3 Financial years.

3.1 Eligibility - Conflict of Interest

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

directly or indirectly controls, is controlled by or is under common control with another Bidder; or

receives or has received any direct or indirect subsidy from another Bidder; or

has the same legal representative as another Bidder; or

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

any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;

has a close business or family relationship with the concerned professional staff of the project implementing agency

4. Bid Price

- a) The Bidder shall fill in rates and prices and line item total for all items of the Works described in the Bill of Quantities along with total bid price (both in figures and words). Items for which no rate or price is entered by the Bidder shall be deemed covered by the other rates and prices in the Bill of Quantities.
- b) Corrections if any in the bid can be carried out by editing the information by duly signed by the bidder.
- c) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- d) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. The Prices shall be quoted in Indian Rupees only.

5. Submission of Bids

- 5.1 The bidder is advised to visit the site of works at his own expense and obtain all information that may be necessary for preparing the bid.
- Each bidder shall submit only one bid. Bidders should not contact other competing bidders in matters relating to this bid.
- **5.3** The set of bidding documents comprise of the following:
 - i. Layout Drawings of the works;
 - ii. Structural Details:
 - iii. Detailed Bill of Quantities;
 - iv. Technical Specifications;
 - v. Instructions to Bidders (in two sections); and
 - vi. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.

- **5.4** The bid submitted by the bidder shall comprise the following:-
 - (a) Bid in the format given in Section B.
 - (b) Signed Bill of Quantities; and
 - (c) Qualification information form given in Section B duly completed.
 - (d) Bid Security- Nil Instead of Bid Security a "Bid Security Declaration" is to be submitted as per prescribed format as Annexure-III.
 - (e) Supporting documents to establish the qualification criteria mentioned in Clause-3, Section A.
- **Submission of Original Documents:** The bidders are required to submit (i) original "bid security declaration" in approved form with the office specified in the Bid document, along with the Bid, failing which the bids will be declared non-responsive. Hard copy of rest of the bid is to be submitted.
- 5.6 The completed bid comprising of documents indicated in clause 5.4, should be submitted along with scanned copies of requisite certificates as are mentioned in different sections in the document and original bid security.

6. Validity of Bid

Bid shall remain valid for a period not less than 90 days after the deadline date specified for submission. If a Bidder withdraws/modifies/substitutes its bid during the period of bid validity specified by the Bidder on the Letter of Bid, necessary action is to be taken by the authority as specified in Bid Security Declaration.

7. Opening of Bids

The bids will be opened at the office of the State Project Director, AIWTD Society, Ulubari, Guwahati-7 on the specified date and time. Only Bids that are opened at Bid opening shall be considered further for evaluation.

8. Information relating to evaluation of bids and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

9. Evaluation of Bids

9.1 Correction of Arithmetical Errors

Bidders should quote their rates both in figures and words, if any arithmetical error is found than the lowest price will be considered for evaluation.

- **9.2** The Employer will evaluate and compare the bids determined to be substantially responsive i.e. which
 - (a) meet the qualification criteria specified in clause 3 above;

- (b) are properly signed; and
- (c) conform to the terms and conditions, specifications and drawings without material deviations.

10. Award of contract

The Employer will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest evaluated bid price and who meets the specified qualification criteria.

- 10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any bids and to cancel the bidding process and reject all bids at any time prior to the award of contract.
- 10.2 The bidder whose bid is accepted will be notified of the award of contract by the Employer prior to expiration of the bid validity period.
- **10.3** The successful Bidder is to sign the contract and furnishing the performance security pursuant to ITB 11.

11. Performance Security

Within 7 days of receiving letter of acceptance, the successful bidder shall deliver to the Assam Inland Water Transport Development Society the performance security (either a bank guarantee or a bank draft/FDR/TDR in favour of the Employer) for an amount equivalent of 5% of the contract price. The Performance Security shall be valid till the expiry of the period of maintenance of the work, specified in clause 12. Failure of the successful Bidder to furnish performance security and signing the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and necessary action by the authority as per the Bid Security Declaration, in which case the Employer may make the award to the next lowest evaluated bidder or call for new bids.

12. Defects Liability Period (DLP):

The "Defects Liability Period" for the work is six months from the date of taking over possession or one full monsoon season whichever occurs later. During this period, the contractor will be responsible for rectifying any defects in construction free of cost to the Employer.

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

14. Corrupt and Fraudulent Practices

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

SECTION - B

- 1. Format for Qualification Information.
- 2. Format for Submission of Bid.
- 3. Format of Letter of Acceptance.

QUALIFICATION INFORMATION

1	For Individual Bidders		
1.1	Principal place of business:		
1.2	Total value of	2021-22	
	works performed in the last	2020-21	
	three years (in Rs. Lakhs)	2019-20	

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

Project Name	Description of work		issue of	period of	completion	explaining

Existing commitments and on-going works:

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

^{*} Enclose a certificate from concerned client.

1.4 Proposed subcontracts and firms involved.

Sections of the works	Value of Sub- contract	Sub-contractor (name & address)	Experience in similar work

- **1.5** Evidence of access to financial resources to meet the requirement of working capital: cash in hand, lines of credit, etc. List them below and attach copies of support documents.
- 1.6 Name, address, and telephone, telex, and fax numbers of the Bidders' bankers who may provide references if contacted by the Employer.
- **1.7** Information on litigation history in which the Bidder is involved.

Other party(ies)	Employer	Cause of dispute	Amount involved	Remarks showing present status

BID FORM

Description of the Works: Construction of a shed for Diesel Generator set at DIWT campus

To: Additional State Project Director, AIWTDS. Subject : Construction of a shed for Diesel Generator set at DIWT campus Reference: Letter No.........dated......from..... Sir, We have no reservations to the Bidding Documents, and offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed there with at a total Fixed Contract Price of -Rs.** _____ [in figures]
Rs. _____ [in words]. This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or collusive arrangements with competitors. We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely "Prevention of Corruption Act 1988." We hereby confirm that this bid is valid for 90 days as required in Clause 6 of the Instructions to Bidders. We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3.1 We have not been debarred/removed from approved list (dealings suspended) by the Central or any State Government or by the World Bank. Yours faithfully, Authorized Signature : Date: _____ Name & Title of Signatory : Name of Bidder Address

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

LETTER OF ACCEPTANCE CUM NOTICE TO PROCEED WITH THE WORK

(LETTERHEAD OF THE EMPLOYER)

	Dated:
To :	[Name and address of the Contractor]
Dear Sirs,	
Renovation and Refurbishment Works of C	dated for execution of the Office Space for AIWTDS, for the contract price of [amount in words and figures], is
(equivalent to 5% the letter. The Performance Security in the Assam Inland Water Transport Developmen	ish performance security for an amount of Rs. of the contract price) within 7 days of the receipt of form of Bank guarantee or a Bank draft in favour of at Society shall be valid till the expiry of the period of Failure to furnish the Performance Security ract.
unde	eement form and proceed with the work not later than er the instructions of the Engineer, are its completion within the contract period.
With the issuance of this acceptance contract for the above said work stands conc	letter and your furnishing the Performance Security, cluded.
	Yours faithfully,
	Authorized Signature

Name and title of Signatory

Draft Agreement form for Construction through Lump Sum Contract

ARTICLES OF AGREEMENT

1.	This deed of agreement is made in the form of agreement on day month 20, between the Assam Inland Water Transport
first resid	elopment Society (AIWTDS) or its authorized representative (hereinafter referred to as the party) and (Name of the Contractor), S/O ent of (hereinafter referred to as the second party), to execute the work of truction of (hereinafter referred to as works) on the
follo	wing terms and conditions.
2.	Cost of the Contract
	The total cost of the works (hereinafter referred to as the "total cost") is Rs.
3.1	Payments under its contract:
	Payments to the second party for the construction work will be released by the first party in the following manner:-
	On signing of agreement : 5% of the contract price on receipt of unconditional bank guarantee in the format attached
	The payment will be made to the contractor at the rates specified in the contract – Annexure I.
	A bill shall be submitted by contractor before the date fixed by the engineer-in-charge for all work executed and the engineer-in-charge shall take or cause to be taken the requisite measurement for the purpose of having the same verified, and the claim, as par as admissible adjusted.
3.3	Payments at each stage will be made by the first party:
	(a) on the second party submitting an invoice for an equivalent amount;
	(b) on certification of the invoice (except for the first installment) by the engineer nominated by the first party with respect to quality of works.

the contractor, administering the contract, certifying payments due to the contractor, issuing and valuing variations to the contract, awarding extension of time etc.) to visit the site for certification of stage completion. Within 15 days of the receipt of such notice,

The second party, on the works reaching each stage of construction, issue a notice to the <u>first party or the Engineer nominated by the first party</u> [who is responsible for supervising

Notice by Contractor to Engineer

4.

the first party or the engineer nominated by it, will ensure issue of stage completion certificate after due verification.

5. Completion time

The works should be completed in 20 days from the date of this Agreement. In exceptional circumstances, the time period stated in this clause may be extended in writing by mutual consent of both the parties.

- 6. If any of the compensation events mentioned below would prevent the work being completed by the intended completion date, the first party will decide on the intended completion date being extended by a suitable period:
 - a) The first party does not give access to the site or a part thereof by the agreed period.
 - b) The first party orders a delay or does not issue completed drawings, specifications or instructions for execution of the work on time.
 - c) Ground conditions are substantially more adverse than could reasonably have been assumed before issue of letter of acceptance and from information provided to second party or from visual inspection of the site.
 - d) Payments due to the second party are delayed without reason.
 - e) Certification for stage completion of the work is delayed unreasonably.
- Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages at INR 0.05 % of the contract value per day which will be deducted from payments due to him. The first party may cancel the contract and take recourse to such other action as deemed appropriate once the total amount of liquidated damages exceeds 5 % of the contract amount.

8. Duties and responsibilities of the first party

- 8.1 The first party shall be responsible for providing regular and frequent supervision and guidance to the second party for carrying out the works as per specifications. This will include written guidelines and regular site visit of the authorized personnel of the first party, for checking quality of material and construction to ensure that it is as per the norms.
- **8.2** The first party shall supply available sets of drawings, specifications and guidelines to the second party for the proposed works.
- **8.3** Possession of the site will be handed over to the second party by next day of signing of the agreement.

- 8.4 The Engineer or such other person as may be authorized by the first party shall hold meeting once in a month where the second party or his representative at site will submit the latest information including progress report and difficulties if any, in the execution of the work. The whole team may jointly inspect the site on a particular day to take stock of activities.
- 8.5 The Engineer shall record his observations/instructions at the time of his site visit in a site register maintained by the second party. The second party will carry out the instructions and promptly rectify any deviations pointed out by the engineer. If the deviations are not rectified, within the time specified in the Engineer's notice, the first party as well as the engineer nominated by it, may instruct stoppage or suspension of the construction. It shall thereupon be open to the first party or the engineer to have the deviations rectified at the cost of the second party.

9. Duties and responsibilities of the second party

9.1 The second party shall:

- a) take up the works and arrange for its completion within the time period stipulated in clause 5;
- b) employ suitable skilled persons to carry out the works;
- c) regularly supervise and monitor the progress of work;
- d) abide by the technical suggestions / direction of supervisory personnel including engineers etc. regarding building construction;
- e) be responsible for bringing any discrepancy to the notice of the representative of the first party and seek necessary clarification:
- f) ensure that the work is carried out in accordance with specifications, drawings and within the total of the contract amount without any cost escalation;
- g) keep the first party informed about the progress of work;
- h) correct the notified defects within the length of time specified by the Project Manager/Site engineer authorized by AIWTD Society;
- i) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party;
- j) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims from the start date to the end of defect liability period;
- k) pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law);

- l) abide by all labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority;
- m) abide by all enactments on environmental protection and rules made there under, regulations, notifications and by-laws of the Sate or Central Government, or local authorities;
- n) be responsible for the safety of all activities on the Site.

10. Variations / Extra Items

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

- a) The second party shall provide the Engineer with a bid for carrying out the extra items when requested to do so by the Engineer. The Engineer shall assess the bid, which shall be given within seven days of the request before the extra items are ordered.
- b) If the bid given by the second party is unreasonable, the Engineer may order the extra items and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the extra items on the Contractor's costs.
- c) The second party shall not be entitled to additional payment for costs, which could have been avoided by giving early warning.

11. Securities

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a Bank Guarantee.

12. Termination

- 12.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 12.2 Fundamental breaches of Contract include, but shall not be limited to the following:
 - (a) the contractor stops work for 28 days and the stoppage has not been authorized by the Engineer;
 - (b) the Contractor has become bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

- (c) the Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Engineer;
- (d) the Contractor does not maintain a security which is required;
- (e) the Contractor has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract; and
- (f) the contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid
- 12.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 12.4 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

13. **Payment upon Termination**

- 13.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Engineer shall issue a certificate for the value of the work done less advance payments received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.
- 13.2 If the Contract is terminated at the Employer's convenience, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

14. Dispute settlement

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

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

15. Corrupt and Fraudulent Practices

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

BILL OF QUANTITIES

The approximate Bill of Quantities is indicated below to give an idea of the work which should be executed in accordance with the approved drawings and specifications to enable the bidder to furnish the lump sum price. Bidders may, however, note that no variations in the item rate cost is acceptable (except where extra items are ordered by the Engineer).

Item No	Description of Works	Quantity	Total Price(All inclusive, including GST)
1/ 2.8.1	Earth work in excavation by mechanical means (Hydraulic excavator) /manual means in foundation trenches or drains (not exceeding 1.5 m in width or 10 sqm on plan), including dressing of sides and ramming of bottoms, lift upto 1.5 m, including getting out the excavated soil and disposal of surplus excavated soil as directed, within a lead of 50 m. All kinds of soil.	2.25 CuM	
2/11.2	Brick Soling: Dry brick on edge flooring in required pattern with bricks of class designation 7.5 on a bed of 12 mm mud mortar, including filling joints with Jamuna sand, with common burnt clay non modular bricks.	0.29 SqM	
3/4.1.5	CEMENT CONCRETE (CAST IN SITU): Providing and laying in position cement concrete of specified grade excluding the cost of centering and shuttering - All work up to plinth level: 1:3:6 (1 Cement: 3 coarse sand (zone-III) derived from natural sources: 6 graded stone aggregate 20 mm nominal size derived from natural sources)	2.35 CuM	
4/5.9.1	FORM WORK: Centering and shuttering including strutting, propping etc. and removal of form for: Foundations, footings, bases of columns, etc. for mass concrete	13.44 SqM	
5/12.1	SHEET ROOFING: Providing corrugated G.S. sheet roofing including vertical / curved surface fixed with polymer coated J or L hooks, bolts and nuts 8 mm diameter with bitumen and G.I. limpet washers or with G.I. limpet	51.06 SqM	

			Total	
6/ 10.16	Steel work in built up tubular (round, square or rectangular hollow tubes etc.) trusses etc., including cutting, hoisting, fixing in position and applying a priming coat of approved steel primer, including welding and bolted with special shaped washers etc. complete. 60.3 mm dia post having 4 mm thickness 42.4 mm dia purlin having 2 mm thickness	72.15 103.60	_	
	washers filled with white lead, including a coat of approved steel primer and two coats of approved paint on overlapping of sheets complete (up to any pitch in horizontal/ vertical or curved surfaces), excluding the cost of purlins, rafters and trusses and including cutting to size and shape wherever required. 0.63 mm thick with zinc coating not less than 275 gm/m²			

Quotation authorised by:			
Signature:	Name:		_
Position:	Date:	(DD/MM/YY)	_
Authorised for and on behalf of:		(<i>DD/MM/11</i>)	
Company:			

We agree to execute the works in accordance with the approved drawings and technical specifications at a total fixed contract price of Rs.....(amount in figures) (Rs...... amount in words).

Signature of Contractor

Note: Where there is a discrepancy between the rate in figures and words, the rates in words will govern.

Drawings Attached in Annexure-II

Section C. World Bank Policy on Corrupt and Fraudulent Practices

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

"Fraud and Corruption:

- 1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. In pursuance of this policy, the Bank:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (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
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
 - (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bankfinanced contract; and (ii) to be a nominated sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

Annexure-III: Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [date (as day, month and year)]
RFB No.: [number of Bidding process]

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

To: [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 *one year* starting on I^{st} Aug'2022, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, 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) twenty-eight days after the expiry date of the Bid validity.

Name of the Bidder*	
Name of the person duly authorized to sign the Bid	on behalf of the Bidder**
Title of the person signing the Bid	
Signature of the person named above	
Date signed	_ day of

[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.]

^{*:} 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 attached to the Bid