

**PROCUREMENT OF CIVIL WORKS  
UNDER  
NATIONAL SHOPPING PROCEDURES**

*(For Works valued less than equivalent of \$ 100,000 each)*

GOVERNMENT OF TAMILNADU  
TNIAM PROJECT

INVITATIONS FOR BIDS (IFB)

**NATIONAL SHOPPING PROCEDURE**  
**FOR SMALL WORKS**

**Project: Tamil Nadu Irrigated Agriculture Modernization (TNIAM) Project**  
**Contract title: Construction of Farm Ponds in Lower Coleroon(S) sub basin in Cuddalore District**

**RFQ No0 ; 1/TNIAMP/ AED/ LCN(S)/Works/Phase IV2023-24**

**Date: 21.09.2023**

**Applicable Procurement Guidelines/Regulations Date: July 2016**

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 ***Tamil Nadu Irrigated Agriculture Modernization (TNIAM)*** 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 all bidders from eligible source countries as defined in the *IBRD Guidelines for Procurement*. Bidders from India should, however, be registered with the Government of Tamil Nadu or other State Governments/Government of India, or State/Central Government Undertakings. **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 3.14 and 3.21-3.23 of the World Bank's procurement regulation July 2016 setting forth the World Bank's policy on conflict of interest and eligibility.
2. The Executive Engineer (AE), Cuddalore (Employer) invites sealed quotations for the construction of works detailed in the table. The bidders may submit quotations for any or all of the following works.
3. Quotations and tender notice can be downloaded from the website "**[www.aed.tn.gov.in](http://www.aed.tn.gov.in)**" at free of cost. In such cases the bidder would be responsible for ensuring that any addenda available in website "**[www.aed.tn.gov.in](http://www.aed.tn.gov.in)**" is also downloaded and incorporated. Following details are included in the bid document available for download:
  - i. Layout Drawings of the works;
  - ii Detailed Bill of Quantities, with estimated rates and prices;
  - iii Technical Specifications;
  - iv. Instructions to Bidders;
  - v. Qualification Information;
  - vi. Format for Submission of Quotation;
  - vii. Criteria for Evaluation and Award of Contract;
  - viii Relevant Forms; and

- ix. Draft Contract Agreement format which will be used for finalizing the agreement for this Contract.
4. Quotations must be delivered to Executive Engineer (AE), Cuddalore (Employer) on or before 13.30 hours on 06<sup>th</sup> October 2023 and will be opened on the same day at 14.30 hours, in the presence of the bidders who wish to attend. If the office happens to be closed on the date of receipt of the quotations as specified, the bids will be received and opened on the next working day at the same time and venue.
5. Other details can be seen in the quotations.

**TABLE**

<b>PackageNo.</b>	<b>Brief Description of the Works</b>	<b>Approximate value of Works (Rs.)</b>	<b>Period of completion</b>
01/TNIAMP/AED/LCN(S)/Works / PhaseIV2023-24	Construction of Farm Ponds in Lower Coleroon(S) sub basin in Keerapalayam block of Cuddalore District - 2 Nos	2,11,000.00 Inclusive of 12% GST	6 months 24.04.2024

Name : Tmt. K.Kalaivani

Address : Executive Engineer (AE),  
Agricultural Engineering Department,  
Old Collector Office Building Campus,  
Manjakuppam, Cuddalore - 607 001.

Tel. No : 04142292358

Fax No. :

## Instructions to Bidders

### SECTION - A

#### 1. Scope of Works

The Executive Engineer (AE), Cuddalore (Employer) invites quotations for the construction of works as detailed in the table given below

Brief Description of the Works	Approximate value of Works (Rs.)	Period of Completion
Construction of Farm Ponds in Lower Coleroon(S) sub basin in Keerapalayam block of Cuddalore District - 2 Nos	2,11,000.00 Inclusive of 12% GST	6 months 24.04.2023
<b>Package No.</b> 01/TNIAMP/ AED/ LCN(S)/Works/Phase IV2023-24		

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

#### 2. Qualification of the Bidder

**2.1. Qualification Information to be provided by the Bidder:** the bidder shall provide information on his qualification which shall include:-

- (a) Total monetary value of works executed by him for each year of the last 3 years;
- (b) List of works (similar to the works described in Para 1) completed satisfactorily as a prime contractor during the last 3 years, enclosing certificates from the respective Employers in support of experience claimed along with the Employers' contact numbers;
- (c) Report on his financial standing, along with last 3 years' financial statements/Profit and Loss Statements; and
- (d) Details of any litigation, during the last 3 years in which the bidder is involved, the parties concerned, and disputed amount or award in each case (Give details of both completed and pending cases).

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

- (a) should have satisfactorily completed as a prime contractor at least one similar work of value not less than *Rs.1,68,880.00* in the last three years;
- (b) should have achieved in at least one year an annual financial turnover (in civil engineering construction works of similar nature only) of value not less than *Rs 4,22,200.00 @* in the last three years;
- (c)\* Deleted
- (d)\* Deleted
- (e) should not have been temporarily suspended or debarred by the World Bank Group in compliance with the Bank's Anti-Corruption Guidelines and its Sanctions Framework under Procurement Regulations on the date of bid opening

### **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:

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

## **4. Bid Price**

- a) The contract shall be for the whole works as described in the Bill of quantities, drawings and technical specifications. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- b) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price (GST should be shown separately).

- c) 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.
- d) 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.
- e) The rates should be quoted in Indian Rupees only.

## **5. Submission of Quotations**

- 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 quotation.
- 5.2** Each bidder shall submit only one quotation. Bidders should not contact other competing bidders in matters relating to this bid.
- 5.3** The quotation submitted by the bidder shall comprise the following :-
  - (a) Quotation in the format given in Section **B**.
  - (b) Signed Bill of Quantities; and
  - (c) Qualification information form given in Section B duly completed.
- 5.4** The bidder shall seal the quotation in an envelope addressed to the Executive Engineer (AE), Agricultural Engineering Department, Old Collector Office Building Campus, Manjakuppam, Cuddalore - 607 001.  
The envelope will also bear the following identification :-
  - Quotation for Construction of Farm Ponds in Lower Coleroon(S) sub basin in Keerapalayam block of Cuddalore District - 2 Nos
  - Do not open before 14.30 hours on 06<sup>th</sup> October 2023.
- 5.5** Quotations must be received in the office of the Executive Engineer (AE), Cuddalore (Employer) not later than the deadline for submission of quotations viz. time 13.30 hours and date 06<sup>th</sup> October 2023.. If the specified date is declared a holiday, quotations shall be received upto the appointed time on the next working day.
- 5.6** **Signing of Quotations:** The name and position held by each person signing the quotation and related documents must be typed or printed below the signature.
- 5.7** **Deadline for submission of Quotations: 13.30 hours on 06<sup>th</sup> October 2023**

Any quotation received by the Executive Engineer (AE), Cuddalore (Employer) after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

**6. Validity of Quotation**

Quotation shall remain valid for a period not less than 45 days after the deadline date specified for submission.

**7. Opening of Quotations**

Quotations will be opened in the presence of bidders or their representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

**8. Information relating to evaluation of quotations 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 Quotations**

**9.1 Correction of Arithmetical Errors**

Bids determined to be substantially responsive shall be checked for any arithmetic errors. Errors shall be corrected as follows:

- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern;
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, unit rate as quoted shall govern; and
- (c) the amount stated in the Bid shall be adjusted in accordance with the above procedure for the correction of errors

If the Bidder does not accept the corrected amount, the Bid shall be rejected.

**9.2 The Employer will evaluate and compare the quotations 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 quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

**10.1 Notwithstanding the above, the Employer reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations 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 quotation validity period.**

**11. Performance Security**

Within 15 days of receiving letter of acceptance, the successful bidder shall deliver to the Executive Engineer (AE), Cuddalore (Employer) the performance security (either a bank guarantee or a bank draft in favour of the Employer) for an amount equivalent of 3 % 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 to sign the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and debarring the bidder from participation in bidding for works by the Employer for a period of one year, in which case the Employer may make the award to the next lowest evaluated bidder or seek quotations afresh.

**12. Period of Maintenance:**

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

- 13.** Purchase 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. Fraud and Corruption**

The World 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 C. In further pursuance of this policy, bidders shall permit and shall cause their agents (whether declared or not), sub-contractors, sub-consultants, service providers, suppliers and their personnel, 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.

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## **SECTION - B**

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

## QUALIFICATION INFORMATION

### 1 For Individual Bidders

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

Power of attorney of signatory of Quotation.  
*[Attach copy]*

1.2 Total value of Civil Engineering construction work performed in the last three years (in Rs. Lakhs)

2020	_____
2021	_____
2022	_____

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

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<u>Project Name</u>	<u>Name of Employer</u>	<u>Description of work</u>	<u>Contract No.</u>	<u>Value of contract (Rs.Lakhs)</u>	<u>Date of issue of work order</u>	<u>Stipulated period of completion</u>	<u>Actual date of completion</u>	<u>Remarks explaining reasons for delay and work completed</u>
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Existing commitments and on-going works:

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

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\* Enclose a certificate from Engineer concerned for completion as well as value of pending works.

#### 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 requirements 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
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## QUOTATION

\*

Description of the Works: Construction of Farm Ponds in Lower Coleroon(S) sub basin in Keerapalayam block of Cuddalore District - 2 Nos

To: Executive Engineer (AE), Agricultural Engineering Department, Old Collector Office Building Campus, Manjakuppam, Cuddalore - 607 001..

Subject : Construction of Farm Ponds in Lower Coleroon(S) sub basin in Keerapalayam block of Cuddalore District - 2 Nos

Reference : Letter No.....dated.....from.....  
Sir,

We offer to execute the Works described in your letter referred to above in accordance with the Conditions of Contract enclosed therewith at ..... percentage above / below the estimated rates, i.e., for a total Contract Price of -

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

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

In submitting our Quotation, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the RFQ document;
- (b) **Conformity:** We offer to execute the subject work in conformity with the RFQ document and in accordance with the Period of Completion specified in Section A.;
- (c) **Quotation Validity Period:** Our Quotation shall be valid for the period of 45 days, from the deadline fixed for the Quotation submission;
- (d) **Eligibility:** We meet the eligibility requirements and have no conflict of interest, we are not participating in more than one quotation in this bidding process, and we have not been temporarily suspended or debarred by the World Bank.
- (e) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of corrupt, fraudulent, collusive, coercive, or obstructive practices.
- (f) **ESHS/GBV Compliance:** We hereby undertake to comply with (i) the applicable Laws/ Rules/ Regulations for protection of environment, public health and safety; (ii) the regulatory authority conditions (if any) attached to any permits or approvals for the project; and (iii) the Management Strategies and Implementation Plan (MSIP) to manage the Environmental, Social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), Health and Safety (ESHS) risks, and ESHS Code of Conduct, (if any prescribed by the Employer ), that will apply to us, our employees and all subcontractors.

This quotation 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 quotation you receive.

Yours faithfully,

Authorized Signature : Date: \_\_\_\_\_

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

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

Address : \_\_\_\_\_

\* To be filled in by the Employer before issue of the Letter of Invitation.

\*\* 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,

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

You are hereby requested to furnish performance security for an amount of Rs. \_\_\_\_\_ (equivalent to 3% of the contract price) within 15 days of the receipt of the letter. The Performance Security in the form of Bank guarantee or a Bank draft in favour of Executive Engineer (AE), Cuddalore (Employer) shall be valid till the expiry of the period of maintenance i.e. upto \_\_\_\_\_. Failure to furnish the Performance Security will entail cancellation of the award of contract.

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

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

Yours faithfully,

**Authorized Signature  
Name and title of Signatory**

# **Draft Agreement form for Construction through National Shopping**

## **ARTICLES OF AGREEMENT**

This deed of agreement is made in the form of agreement on \_\_\_\_\_ day \_\_\_\_\_ month \_\_\_\_\_ 2023 \_\_\_\_, between the Executive Engineer (AE), Cuddalore (Employer) or his authorized representative (hereinafter referred to as the first party) and \_\_\_\_\_ (Name of the Contractor), S/O \_\_\_\_\_ resident of \_\_\_\_\_ (hereinafter referred to as the second party), to execute the work of construction of Farm Ponds in Construction of Farm Ponds in Lower Coleroon(S) sub basin in Keerapalayam block of Cuddalore District - 2 Nos (hereinafter referred to as works) on the following terms and conditions.

### **2. Cost of the Contract**

The total cost of the works (hereinafter referred to as the “total cost”) is Rs. \_\_\_\_\_ as reflected in Annexure - 1.

### **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 :-

<b>Installment No.</b>	<b>No. of Farm pond completed</b>	<b>Value of payment In Lakh</b>
1		
2		
3		
.		
.		
<b>Total</b>	<b>2</b>	

### **3.2 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 in the format in Annexure - 2; and
- (c) Deleted.

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

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

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

The works should be completed in 6 months 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.

#### **7. Any willful delay on the part of the second party in completing the construction within the stipulated period will render him liable to pay liquidated damages. @ Rs. \*\_\_\_\_\_ 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 3% of the contract amount.**

**(Note: The amount of liquidated damages per day should be determined between 0.05 to 0.1% of the contract value of the works per day and indicated here).**



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

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

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

- 9.1** The second party shall:
  - a) take up the works and arrange for its completion within the time period stipulated in clause 5;
  - b) employ suitable skilled persons to carry out the works ;
  - c) regularly supervise and monitor the progress of work ;
  - d) abide by the technical suggestions / direction of supervisory personnel including 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 Field Engineer;
- i) be responsible for all security and watch and ward arrangements at site till handing over of the building to the first party ;
- j) maintain necessary insurance against loss of materials/cash, etc. or workman disability compensation claims of the personnel deployed on the works as well as third party claims.
- k) Pay all duties, taxes and other levies payable by construction agencies as per law under the contract (First party will effect deduction from running bills in respect of such taxes as may be imposed under the law).
- (l) abide by all labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority;
- (m) abide by all enactments on environmental protection and rules made there under, regulations, notifications and by-laws of the State or Central Government, or local authorities;
- (n) be responsible for the safety of all activities on the Site.

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

The works shall be carried out by the second party in accordance with the approved drawings and specifications. However, if, on account of site conditions or any other factors, variations are considered necessary, the following procedure shall be followed:-

- a) The second party shall provide the Engineer with a quotation for carrying out the Variation when requested to do so by the Engineer. The Engineer shall assess the quotation, which shall be given within seven days of the request before the Variation is ordered.
- b) If the quotation given by the second party is unreasonable, the Engineer may order the Variation and make a change to the Contract Price which shall be based on Engineer's own forecast of the effects of the Variation 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 (Bank Guarantee from a Nationalized or Scheduled Bank in India in the format attached) 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;
- 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 Chief Engineer / Superintending Engineer, (not connected in part or whole with this Project in his service) to be appointed by the first party. The Arbitration will be conducted in accordance with the Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties. The Arbitrator shall give his award/decision within 60 days of start of proceedings.

#### 15. Fraud and Corruption

The World 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 C. In further pursuance of this policy, the Contractor shall permit and shall cause its sub-contractors and sub-consultants to permit the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by the Bank, if requested by the Bank.

The Priced Bill of Quantities (Annexure 1), Format of Certificate (Annexure 2) and Specification and Drawings (Annexure 3) are attached.

Signed and delivered by Sri. \_\_\_\_\_ for and on behalf of the Contractor

In the presence of the Witness:

i)

ii)

**SIGNATURE**

Signed and delivered by Sri \_\_\_\_\_ Assistant Executive Engineer/Executive Engineer/Superintending Engineer \_\_\_\_\_ of \_\_\_\_\_ for an on behalf of the Government.

In the presence of the Witness:

i)

ii)

**SIGNATURE**

### **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 variation in the lump sum cost is acceptable (except where extra items are ordered by the Engineer).

Sl. No.	Description of Work	Qty.	Unit	Estimated cost		Amount Rs. Lakhs
				In figure Rs. Lakhs)	In Word s	
<b>1</b>	Construction of Farm Ponds in Lower Coleroon(S) sub basin in Keerapalayam block of Cuddalore District - 2 Nos  <b>Package 1/TNIAMP/ AED/ LCN(S)/Works/Phase IV2023-24</b>  <b>GST and similar other applicable taxes</b>	<b>2</b>	<b>Nos.</b>			

**GST should be shown separately**

We agree to execute the works in accordance with the approved drawings and technical specifications at ..... percentage above/below the estimated rates, i.e., for a total Contract price of Rs..... (amount in figures)(Rs..... amount in words).

**Signature of Contractor**

**FORMAT OF CERTIFICATE**

Certified that the works upto ----- stage(as defined in clause 3.1 of the Agreement) in respect of construction of ----- at ---  
----- have been executed satisfactorily in accordance with the terms and conditions of the agreement and as per approved drawing and technical specifications.

Signature  
Name & Designation  
(Official address)

Place :  
Date :

Office seal

## Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of \_\_\_\_\_ *[amount of guarantee<sup>1</sup>]* \_\_\_\_\_ *[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 Contractor before presenting us with the demand.

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

This guarantee shall be valid until ..... (i.e.) 28 days from the date of expiry of the Defects Liability Period, 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.***

<sup>1</sup>*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.*

## **Section C. Fraud and Corruption**

*(Text in this Section 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, 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;<sup>2</sup> (ii) to be a nominated<sup>3</sup> 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, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>4</sup> all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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.

### Technical Specifications

1. The size of the Farm Pond should be as follows
  - a) 28.00 m x 28.00 m with 1.50 m depth with single berm, for soils having limited depth,
  - b) Based on the field condition, actual Farm Pond size, shape and cost can be decided, but it should be on pro-rata basis of volume of storage.

The average capacity of the Farm Pond should be about 1100 cubic metres.

However, it is the farmer's choice for any one of the above.

2. Farm Ponds to be provided with stable inlet and outlet as detailed below:

Farm pond size – 28.0 m x 28.0 m x 1.5 m

- i. Pipe inlet shall be of 30 cm RCC pipe with proper head wall and silt trap. In order to harvest more rain water a small earthen channel shall be formed to a minimum length of 10 m. Pipe inlet is extended 0.5 m inside the pond.
  - ii. Head walls to be constructed at the entry point and pipe to be extended inside the pond.
  - iii. Pipe outlet shall be of 30 cm RCC pipe extended till the berm width of 1m to drain the excess water harvested, only when the pond is full.
3. Shoulder bunds to be formed around the pond with height 0.60 m and top width of 0.60 m and side slopes 1:1 depending of soil type, formed all around using excavated earth.
4. Uniform berm width of minimum 1.00 m is to be maintained all around. Sectioning and consolidation of shoulder bund are to be made.
5. The size depends on the catchment area and quantity of runoff water in principle. But most important factor is the willingness of the farmer to part the portion of his land and willing to construct the Farm Pond as per the technical specification mentioned in the design. If soil conditions permit, the depth can be increased to accommodate more water storage.
6. The topography of the land should be such that there is sufficient catchment area for the Farm Pond to harvest rain water.
7. Farm Pond will be constructed at the lowest portion of the farmer's land to harvest maximum runoff water.

8. The soil should be non porous such that, there is not much seepage and percolation losses and thus rain water can be stored for longer days for making use of it during critical stages of the crop period.

### **Social Safeguards**

1. Precaution Boards and caution reflector tapes should be provided by the Contractor for the sites adjoining to the common pathway
2. The excess earth excavated during the construction of the Farm Pond should be safely disposed off the site.
3. The Sub Basin Nodal officers are instructed to provide Name Boards in the site with details of scheme, location, estimate cost, contact officer, address, phone No, etc.,

### **Grievance Redress Mechanism**

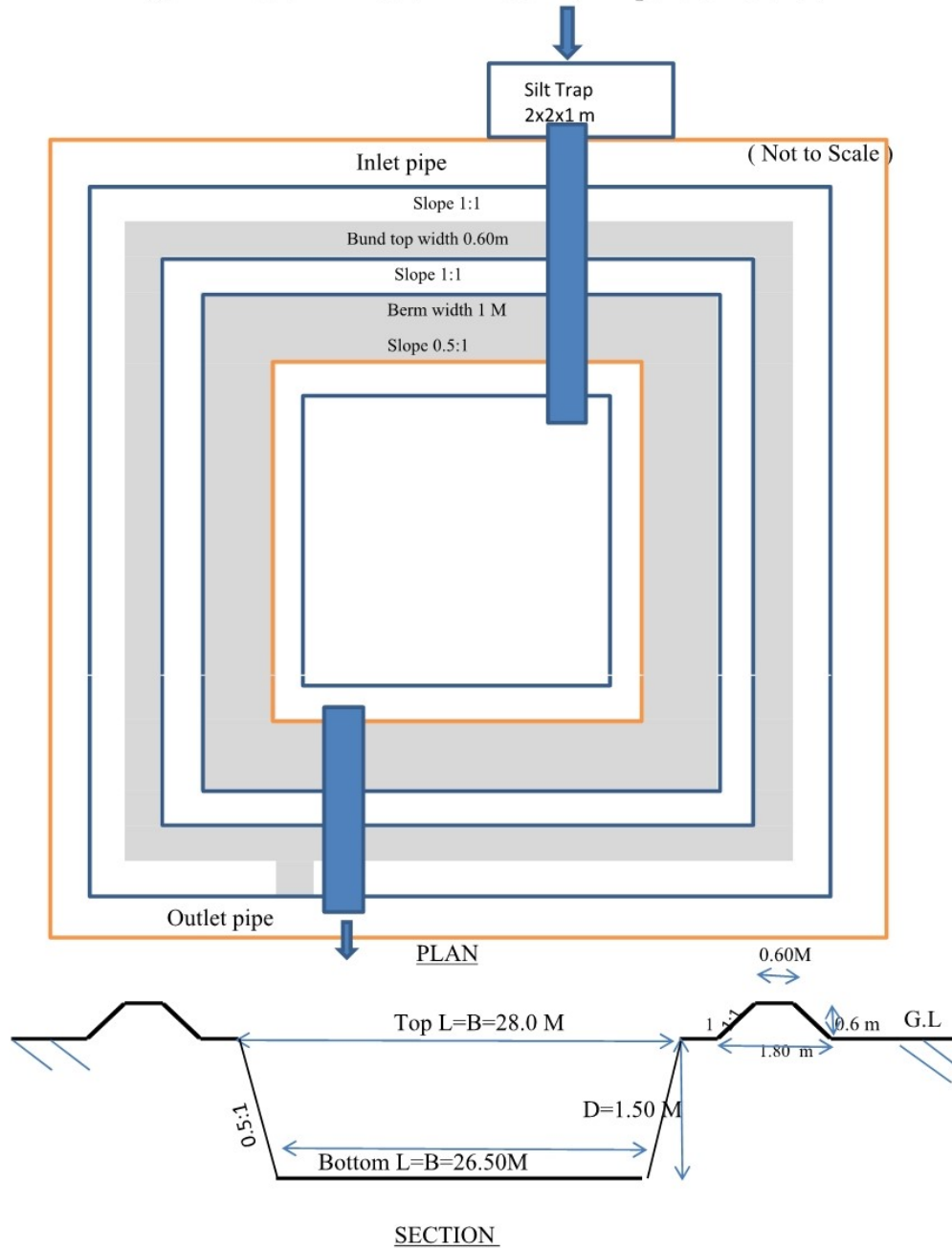
1. The Sub Basin Nodal officers are instructed to display a complaint box and maintain a complaint register in their office with Office address and office phone number
2. The sub basin Nodal officer should maintain and operate Grievance Redress Mechanism for the handling of any stakeholder complaints/grievance arising out of the implementation of project activities and is instructed to incorporate in the OK card.

**DRAWING**

**Layout of Farm Pond of size 28.00m x 28.00m x 1.50m**

**FARM POND**

**(SIZE 28.00 m X 28.00 m X 1.50 m )-Trapezoidal section**



### **Inspections and Tests**

1. The concerned section officer (AE/JE) will inspect the all the sites and on satisfactory condition will take 100 % measurement of the same and present to the concerned AEE(AE). The AEE(AE) after due 75 % check measurement would approve it. The EE(AE) would do the 20% counter check measurement in selected sites and ensure the quality of work before final payment. The SE(AE) would do the 5% test check measurement in selected sites.
2. Satisfactory report (OK card), after the completion of work, should be obtained from the beneficiary.

### **Supplementary Information**

From the list of beneficiaries issued at the time of work order, if any beneficiary is unwilling to part his/her land at the time of execution, an alternate beneficiary in the respective package who is willing to part his/her land will be provided to the contractor.