

**PROCUREMENT OF WORKS  
THROUGH  
REQUEST FOR QUOTATION  
(RFQ)/SHOPPING PROCEDURES**

**MAIN WORK:** Rehabilitation and modernisation of 1 Tank in Tiruchengode Block & Taluk, 1 Tank in Pallipalayam Block of Kumarapalayam Taluk in Namakkal District, 1 Tank in Tharamangalam Block of Omalur Taluk of Salem District in Mettur to Noyyal Confluence Sub Basin. Est.Amount : Rs.59.75 Lakhs. CR No:09SE/2019-20.

**SUB WORK:** OFD works for the Rehabilitation and modernisation of 1 Tank in Tiruchengode Block & Taluk, 1 Tank in Pallipalayam Block of Kumarapalayam Taluk in Namakkal District, 1 Tank in Tharamangalam Block of Omalur Taluk of Salem District in Mettur to Noyyal Confluence Sub Basin. Est.Amount : Rs.3.17 Lakhs.

W.E.No:09<sup>WE</sup> /2022-2023

*(For Contracts valued less than the  
equivalent of US \$100,000 each)*

**REQUEST FOR QUOTATIONS**  
**Procurement of Goods under RFQ/Shopping Procedures**  
**Procurement Notice**

**Project: Tamil Nadu Irrigated Agriculture Modernization Project (TNIAMP-II)**  
**Contract Title: OFD works for the work of Rehabilitation and modernisation of 1 Tank in Tiruchengode Block & Taluk, 1 Tank in Pallipalayam Block of Kumarapalayam Taluk in Namakkal District, 1 Tank in Tharamangalam Block of Omalur Taluk of Salem District in Mettur to Noyyal Confluence Sub Basin.**

**RFQ No: 02/TNIAM / WRD / MNC /Works / Phase -II / 2019-2020**

**Date: 15/06/2022**

**Applicable Procurement Guidelines/Regulations Date: July 2016 revised August 2018**

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, WRD., Sarabanga Basin Division, Salem (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 can be downloaded from the website "[www.tenders.tn.gov.in](http://www.tenders.tn.gov.in)" at free of cost. In such cases the bidder would be responsible for ensuring that any addenda available in website "[www.tenders.tn.gov.in](http://www.tenders.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.

Bidder

Executive Engineer, WRD.,  
Sarabanga Basin Division, Salem.

4. Quotations must be delivered to Executive Engineer, WRD., Sarabanga Basin Division, Salem (Employer) on or before 3.00 PM on 14<sup>th</sup> July 2022 and will be opened on the same day at 3.30 PM, 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>
02/TNIAM / WRD / MNC / Works / Phase -II / 2019-2020	OFD works for the work of Rehabilitation and modernisation of 1 Tank in Tiruchengode Block and Taluk, 1 Tank in Pallipalayam Block of Kumarapalayam Taluk in Namakkal District, 1 Tank in Tharamangalam Block of Omalur Taluk of Salem District in Mettur to Noyyal Confluence Sub Basin.	3,17,110/- Inclusive of 12% GST	3 Months

Name : Thiru.N.Ananthan, M.E.,

Address : Executive Engineer., WRD.,  
Sarabanga Basin Division,  
S.K.Garden,  
Annathanapatti,  
Salem-2.

Tel. No : 0427 2272202

Bidder

Executive Engineer, WRD.,  
Sarabanga Basin Division, Salem.

## Instructions to Bidders

### SECTION - A

#### 1. Scope of Works

The Executive Engineer, WRD., Sarabanga Basin Division, Salem. (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
OFD works for the work of Rehabilitation and modernisation of 1 Tank in Tiruchengode Block & Taluk, 1 Tank in Pallipalayam Block of Kumarapalayam Taluk in Namakkal District, 1 Tank in Tharamangalam Block of Omalur Taluk of Salem District in Mettur to Noyyal Confluence Sub Basin. <b>Package No.</b> 02/TNIAM / WRD / MNC /Works / Phase -II / 2019-2020	3,17,110/-  Inclusive of 12% GST	3 months

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:-

- Total monetary value of works executed by him for each year of the last 3 years;
- 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;
- Report on his financial standing, along with last 3 years' financial statements/Profit and Loss Statements; and

Bidder

Executive Engineer, WRD.,  
Sarabanga Basin Division, Salem.

- (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.2,50,000/- 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.6,00,000.00 @ 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.

Bidder

Executive Engineer, WRD.,  
Sarabanga Basin Division, Salem.

- 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, WRD., Sarabanga Basin Division, S.K.Garden, Annadanapatty, Salem -2. The envelope will also bear the following identification:-  
 Quotation for OFD works for the work of Rehabilitation and modernisation of 1 Tank in Tiruchengode Block & Taluk, 1 Tank in Pallipalayam Block of Kumarapalayam Taluk in Namakkal District, 1 Tank in Tharamangalam Block of Omalur Taluk of Salem District in Mettur to Noyyal Confluence Sub Basin.
  - Do not open before 3.30 PM on 14<sup>th</sup> July 2022.
- 5.5** Quotations must be received in the office of the Executive Engineer, WRD., Sarabanga Basin Division, Salem (Employer) not later than the deadline for submission of quotations viz. time 3.00 PM and date 14<sup>th</sup> July 2022. 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:** 3.00 PM and date 14<sup>th</sup> July 2022. Any quotation received by the Executive Engineer, WRD., Sarabanga Basin Division, Salem (Employer) after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

Bidder

Executive Engineer, WRD.,  
Sarabanga Basin Division, Salem.

## **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.

Bidder

Executive Engineer, WRD.,  
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- 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, WRD., Sarabanga Basin Division, Salem. (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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Bidder

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## **SECTION - B**

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

Bidder

Executive Engineer, WRD.,  
Sarabanga Basin Division, Salem.

## 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)

2019	_____
2020	_____
2021	_____

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.

Bidder

Executive Engineer, WRD.,  
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#### 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

Bidder

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Sarabanga Basin Division, Salem.

## QUOTATION

Description of the Works: OFD works for the work of Rehabilitation and modernisation of 1 Tank in Tiruchengode Block & Taluk, 1 Tank in Pallipalayam Block of Kumarapalayam Taluk in Namakkal District, 1 Tank in Tharamangalam Block of Omalur Taluk of Salem District in Mettur to Noyyal Confluence Sub Basin.

To: Executive Engineer, WRD., Sarabanga Basin Division, S.K.Garden, Annathanapatti, Salem - 2.

Subject : OFD works for the work of Rehabilitation and modernisation of 1 Tank in Tiruchengode Block & Taluk, 1 Tank in Pallipalayam Block of Kumarapalayam Taluk in Namakkal District, 1 Tank in Tharamangalam Block of Omalur Taluk of Salem District in Mettur to Noyyal Confluence Sub Basin.

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

Bidder

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Sarabanga Basin Division, Salem.

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.

Bidder

Executive Engineer, WRD.,  
Sarabanga Basin Division, Salem.

**Annexure - 2**

**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.

## Technical Specifications

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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.

**ADDITIONAL CONDITIONS - II OF CONTRACT**  
**Goods and Service Tax (GST) on Government Works Contract**

**(Clause – 119 of Central Goods & Service ACT (CGST), 2017:-**

1.The Central Government vide Notification No.24/2017- Integrated Tax (Rate), dated 21.09.2017 has amended the GST rate on Government, Contracts to 12 Percent, as described below. This rate would be applicable for ongoing as well new contracts “Service provided to the Central Government, State Government, Union Territory, a local authority or a Government authority by way of construction, erection, commissioning, installation, completion, fitting out, repair, maintenance, renovation, or alternation of“

- ❖ A civil structure or any other original works meant predominantly for use other than for commerce, industry, or any other business or profession;
- ❖ A structure meant predominantly for use as
  - An educational.
  - A Clinical, or
  - An art or cultural establishment; or
- ❖ A residential complex predominantly meant for self-use or the use of their employees or other persons specified in Paragraph 3 of the Schedule III of the Central Goods and Services Tax Act, 2017.

2.Government of India has notified vide Notification No.20/2017- Central Tax (Rate), dated 22<sup>nd</sup> August, 2017 and Notification No.24/2017 – Central Tax (Rate), dated 21<sup>st</sup> September 2017, the concessional rate of the Goods and Services Tax (GST) at 12% [CGST at 6% & SGST at 6%] is leviable for any Government Contract, whether Civil or Electrical, Irrespective of the Goods and Services Tax (GST) rate applicable on purchase of goods used in the execution of Government Contract.

And the GST amount will be calculated at 12% from the sum of total tendered value quoted by the tenderer for construction cost (excluding GST) specified in the BOQ, Subject to GST rate applicable from time to time as recommended by the GST Council.

3.All duties, taxes, and other levies except GST, payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the Bidder.

a. As per Notification No.31/2017 – Central Tax (Rate) dated 13<sup>th</sup> October, 2017 the concessional rate of GST at 12% [CGST at 6% + SGST at 6%] is leviable for any Government contract, whether Civil or Electrical, irrespective of the GST rate applicable on purchase of goods used in the execution of Government Contract. The Contractor is eligible to get refund of excess tax paid over or liable to pay tax as per Notification No.20/2017, Central Tax (Rate) dated 21.09.2017 and Notification No.31/2017, Central Tax (Rate), dated 13.10.2017.

b. Further, for works Contract services involving predominantly earth works (that is, constituting more than 75% of the value of the works contract) supplied to Central Government, State Governments, Local Authority, Governmental Authority for Government Entity shall be taxed at 5% as per Notification No.31/2017 – Central Tax (rate) dated 13<sup>th</sup> October, 2017. Therefore, for

such contract the amount of GST is to be calculated at 5% [CGST at 2.5% + SGST at 2.5%] over and above the Basic Rate.

#### 4.INPUT TAX CREDIT (ITC) :-

- a) As per Notification 202, dated 20.06.2017 and as per sub-section (2) of Section 7 OF THE Tamil Nadu Goods and Services Act, 2017, (Tamil Nadu Act 19 of 2017), activities or transactions undertaken by State Government shall be treated neither as supply of goods nor a supply of service
- b) As per Chapter IX (Section 41) of the Tamil Nadu Goods and Services Act, 2017, every registered persons may be entitled to take the credit of eligible input tax, as self-assessed, in his return and such amount shall be credited on a provisional basis to his electronic credit ledger.
- c) As per PWD Revised SOR (2017-18), dated 21.10.2017, under General Note, 8 (ix), the Contractor is eligible to get refund of excess tax paid over or liable to pay tax for this Contract Work.

5. In addition to the Security Deposit, retention amount shall be deducted from the running account bills, a sum equivalent to 5% (Five Percent) of the total value (including the Goods and Service Tax (GST) Amount for all the running account bill) of each bill as retention money.

6. Out of the above 5% retention amount, 2<sup>1/2</sup>% of (Two and Half Percent) of the total value of the work so far executed will be released to the contractor on payment of final bill, and in the final bill, the Goods and Services Tax (GST) amount retained In previous payment has to be released to the contractor without interest.

7. The balance 2<sup>1/2</sup>% will be retained for a period of 1 year reckoned from the date of completion of the work, as all defects shall have been made good according to the true intent and meaning hereof, whichever shall happen last.

8. The retention money of 2<sup>1/2</sup>% including GST (Two and a Half Percent) of the total value of contract after deducting any amount due to the Department, shall be refunded to the Bidder without interest after the defects liabilities attached to the contract is over.

9.a. Part or complete payment will be made only in satisfactory completion of work in full / part thereof and value of work executed shall be determined, based on the measurements and check measurements by the Engineer in the Measurement Book.

b. For every Bill, 12% of GST will be paid to the Contractor based on the value of work done for Construction by the Employer. After the payment including 12% of GST, the Contractor should pay the GST Amount to Government through his GST Registration No. Also the contractor needs to submit the Material purchase bill mentioning the name of the work/s in the package and GST No. to the Employer.

c. FIRST BILL PAYMENT :-

At the time of payment for first running account bill, the contractor should produce the GST paid details on goods (materials) to the Employer for ITC.

d. INTERMEDIATE BILL PAYMENT :-

At the time of payment for next running account bills, the contractor should produce the GST paid details of services upto previous bill payment (i.e. GST paid detail for the previous work bill) along Input Tax Credit (ITC) availed at the time of payment of intermediate bill to the employer.

e. FINAL BILL PAYMENT:-

The Contractor should produce the GST paid details for all the materials used for construction work, and GST paid details of services for the upto previous payment (ie., GST paid detail for the upto previous work bill) to the Employer along with Input Tax Credit (ITC) availed at the time of payment of final bill to the employer.

f. SUBMISSION OF GST PAID DETAILS OF FINAL BILL:-

The GST paid details for the final work bill payment of construction work to be submitted by the contractor to the employer in few days after getting payment.

10.It is to be expressly understood that the measured work is to be taken net (Not withstanding any custom or practice to the contrary) according to the actual quantities. When in places and finished according to the drawings, or as may be ordered from time to time by the Collector and the cost calculated by measurement or weight at the respective prices, without any additional charge for any necessary or contingent works concerned therewith. The rates quoted excluding GST Amount are for the finished works in situ and complete in every respect.

Bidder

Executive Engineer, WRD.,  
Sarabanga Basin Division, Salem.