PUNJAB RURAL WATER SUPPLY & SANITATION
SECTOR IMPROVEMENT PROJECT

(PROCUREMENT MANUAL)

February 2015
Updated upto August 2018

DEPARTMENT OF WATER SUPPLY & SANITATION
GOVT. OF PUNJAB
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<tr>
<td>AWP</td>
<td>Annual Work Plan</td>
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<tr>
<td>AA</td>
<td>Assistant accountant of GPWSC</td>
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<td>COA</td>
<td>Chart of Accounts</td>
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<tr>
<td>CAG</td>
<td>Comptroller and Auditor General of India</td>
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<td>CP</td>
<td>Commercial Practices</td>
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<tr>
<td>CQ</td>
<td>Selection Based on Consultants Qualification</td>
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<td>DPMC</td>
<td>District Programme Management Cell</td>
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<tr>
<td>DO</td>
<td>Divisional Office of DWSS</td>
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<tr>
<td>DSR</td>
<td>Detailed Survey Report</td>
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<tr>
<td>DWSS</td>
<td>Department of Water Supply and Sanitation</td>
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<tr>
<td>EE</td>
<td>Executive Engineer</td>
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<td>FRC</td>
<td>Financial Review Consultants</td>
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<td>FBS</td>
<td>Selection under a Fixed Budget</td>
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<td>FMR</td>
<td>Financial Management Reports</td>
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<td>GOI</td>
<td>Government of India</td>
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<td>GCC</td>
<td>General Conditions of Contract</td>
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<td>GoP</td>
<td>Government of Punjab</td>
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<tr>
<td>GP</td>
<td>Gram Panchayat</td>
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<tr>
<td>GPWSC</td>
<td>Gram Panchayat Water and Sanitation Committee</td>
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<tr>
<td>IEC</td>
<td>Information Education and Communication</td>
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<td>ICB</td>
<td>International Competitive Bidding</td>
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<td>IC</td>
<td>Individual Consultant</td>
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<td>JE</td>
<td>Junior Engineer</td>
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<td>LOC</td>
<td>Letter of Credit</td>
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<td>LCS</td>
<td>Least Cost Method</td>
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<td>MoU</td>
<td>Memorandum of Undertaking</td>
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<td>MTP</td>
<td>Medium Term Plan</td>
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<td>MIS</td>
<td>Management Information System</td>
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<tr>
<td>MV</td>
<td>Multi village</td>
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<td>NGO</td>
<td>Non-Government Organisation</td>
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<td>NC</td>
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<td>National Competitive Bidding</td>
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<td>Non-Government Individual</td>
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<td>O&amp;M</td>
<td>Operation and Maintenance</td>
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<td>OWP</td>
<td>Overall work plan</td>
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<td>PMU</td>
<td>Project Management Unit</td>
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<td>PMC</td>
<td>Programme Management Consultants</td>
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<td>Description</td>
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<tr>
<td>PC</td>
<td>Partially covered</td>
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<tr>
<td>RWSS</td>
<td>Rural Water Supply Scheme</td>
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<td>RFP</td>
<td>Request for proposal</td>
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<td>QCBS</td>
<td>Quality and Cost Based Selection</td>
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<td>Single Source Selection</td>
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<td>SO</td>
<td>Support Organisation</td>
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<tr>
<td>SV</td>
<td>Single village</td>
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<tr>
<td>SWAp</td>
<td>Sector wide approach</td>
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<td>TOR</td>
<td>Terms of Reference</td>
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<td>VST</td>
<td>Village Support Team</td>
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<td>ZP</td>
<td>Zila Parishad</td>
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CHAPTER 1
INTRODUCTION

1.1 GENERAL Punjab the land of golden harvest is now the granary of the country also called food basket. The prosperity has been brought by the residents by tilting the soil which has been helped by nature in the form of four rivers flowing across the State, namely Sutlej, Beas, Ravi and Ghaggar which have small and numerous tributaries too. The State has well laid man made network of canals and dams. Climatically the state has three main seasons: hot weather from April to June; rainy season from July to September with average rainfall of 60cm and cold weather from October to March. The soil is fertile as it falls in indo-gangatic plan which is most suitable both for wheat and rice crop. State has geographical area of 50,362 sq.km. which constitutes 1.54% of country’s total geographical area. 70% of state population lives in 12402 villages scattered over 22 districts and balance 30% in cities/ towns. 70% of rural population are landowners working in their farm lands and 30% are agricultural labourers. On an average 3 to 4 animals are kept by each household, which considerably increases the water requirement.

1.2 PRESENT STATUS OF WATER SUPPLY Most of the rural population depends upon ground water without any treatment to satisfy its needs of drinking water. The water is available in shallow/ deeper aquifers but water from shallow aquifers is not safe for drinking due to contamination by industrial effluents and pesticides/ insecticides from fields. In certain areas ground water contain high concentration of fluoride and chlorides. The growing population, increased requirement for irrigation purposes particularly rice crop and industrial use has lowered the ground water table and as such residents have to resort to deeper wells/ tube wells. The deeper tube wells are cost prohibitive for an individual. In some areas, the main source of water for drinking is surface water which is made available from the existing network of irrigation canals. Although canal water supply has the potential but supply is mainly utilized for irrigation of crops. The water supply is also subjected to cut on account of canal closures for maintenance or other purposes. The water also needs proper treatment towards suspended and dissolved solids carried through their catchment’s. The water supply for such areas needs to be augmented by other means and supply as such also require proper treatment.

Arranging and providing of water supply has been the domain of residents/ communities till 1950, when Government initiated installation of tube wells to meet basic needs of drinking water of potable quality to reduce the impact of water borne diseases. Since then public service on provision of rural water supply has increased but involvement of users and communities in planning and/ or operation of the system has correspondingly decreased. GOI initiated various schemes for the fulfillment of the task in the term of Accelerated Rural Water Supply Program (ARWPS) in 1972-73; 20-point Minimum Needs Program (MNP) in 1975, Central Rural Sanitation Program; various
type of matching grants and providing loans under NABARD assistance. Planning and implementation of all these programs have been through state institutions right from state level to panchayat level. The end result is that even though performance levels on providing and installation of sources and investment are recognizable, but the projects as a whole being government dominated have become unsustainable over the operation period due to poor performance and absence of involvement by the beneficiaries thereby reducing the benefits of the investment. In respect of sanitation facilities, 80% of Punjab’s rural population is below satisfaction level.

1.3 **TARGETS OF PUNJAB GOVT.** Govt. of Punjab (GOP) has prioritized Rural Water Supply and Sanitation (RWSS) as key area of its development agenda as the existing services are not able to meet the demand of increasing population or for higher services standards such as private connections and supply for cattle consumption. User charges finance only about 25% of the operation and maintenance expenditure. Water quality in 30% villages is affected by fluoride, salinity or iron. About 30% households have latrines and the level of overall environmental sanitation is extremely low. In the above context, GOP is keen to reform the sector to improve sustainability and standards of water service delivery. To achieve the same, Punjab Department of Water Supply and Sanitation (DWSS) has recently developed a new RWSS Policy framework and key features of new approach would be:

I. Rural local government with user groups to be responsible for upgradation and management of all single-village/ intra-village RWSS facilities and services;

II. DWSS to be responsible for managing complex multi-villages water supply schemes, with improved fiscal and operational performance, and for providing capacity support to rural bodies i.e. PRIs (Panchayat Raj Institutions);

III. Introducing partial capital cost sharing by users as an expression of their demand; and

IV. Financing of recurrent operation and maintenance (O&M) costs by user communities.

Government of Punjab RWSS program objective is to increase rural communities access to improved and sustainable rural water supply and sanitation services. The key outcome indicators will be:

(i) Percentage of habitations in the rural areas of State moving from not covered (NC)/ partially covered (PC) status to fully covered (FC) status for access to drinking water;

(ii) Percentage of rural house holds in the State with access to safe and adequate water supply throughout the year; and

(iii) Percentage increase in customer base from public water system.

The program is proposed to be implemented in all the districts from 2015-16 with planned completion by 2020-21 to achieve 100% coverage of habitations into Fully Covered (FC) category.
In addition it intends to improve operational and financial performance of all the water supply schemes during the same period and upgradation of rural sanitation to minimize negative environmental impacts. The estimated expenditure to achieve the targets has been assessed as Rs.2000 crores, which means an annual investment of Rs.330 crores. At present from all its sources, grants from Govt. of India and with loan under assistance from NABARD, an annual amount of Rs.120 crores can be assured and balance is planned to be raised as credit from International Bank for Restructuring and Development (IBRD). The department has studied the guidelines and the procedures followed for procurement under World Bank funded projects and found that these are more or less same as per the existing documents of the department. However for more transparency and accountability the department has opted to use the procedures of procurement as per the Bank Guidelines and also to use the bidding documents/RFPs agreed with the Bank, as amended from time to time.

World Bank (and as amended from time to time ) and accordingly this procurement manual has been framed for compliance of the executing authorities, namely, Gram Panchayats and DWSS for its compliance.

1.4 **OBJECTIVE** In view of aforesaid background, the Procurement Manual has been revised, setting forth the procedures and guidelines for procurement of goods, works and services by the program partners and authorities for entire sector. To follow one common set of procedures under all program irrespective of the funding source except on going schemes.

1.5 **SCOPE OF THE MANUAL** Procurement Manual contains procedures to be followed for procurement of goods, works and consultancy services for implementation of RWSS Program. The manual is based on World Bank Guidelines January 2011, revised July 2014 and will be applicable for the partners/ stakeholders in implementation of program, namely, Gram Panchayat Water Supply and Sanitation Committee (GPWSC and Department of Water Supply and Sanitation (DWSS). However, special emphasis is to be laid on community development i.e. by GPWSC where procurement relates to execution of water supply and sanitation scheme as applicable. The Manual includes draft of Invitation of Bids; briefs of Contract data; eligibility for sub-contracting the works; pre-bid conference; procurement process, evaluation of bids for works and goods, award of contract and requirement of consultation with Bank at appropriate stages. For community procurement formats to be followed at various stages/ e.g. market surveys, quotation notice etc. along with resolution to be passed by beneficiaries are given in the Manual.

Checks and Controls required to maintain transparency in the procurement process of goods, works and services have been covered and as far as possible, clauses for exercising in-built checks and controls have been provided by fixing threshold value of tenders at different levels by constitution of committees, delegation of financial powers at various levels. Appropriate Standard Bidding
Documents of Bank as agreed by the GOI Task force with the World Bank (as amended from time to time) shall be followed for procurement of goods, works and services for individual projects as per approved Procurement Plan, and for changes, if any, prior clearance of the Bank shall be obtained. The Department Financial Rules/ Code, PWD Code, Manual of Orders and Accounts Code relating to procurement of goods, works and services have been kept in view in the preparation of this Manual to the extent they are consistent with the Bank guidelines. In case of conflict the provision under this manual will prevail for all procurements. In case of conflict between this manual and Bank’s Procurement Guidelines, the latter will prevail.

1.6 MODIFICATION TO MANUAL The Manual shall be a reference tool for the project implementation by the partners/ stakeholders and related agencies i.e. GPWSC, DWSS, Contractors and Suppliers for procurement of goods, works and services. The guidelines and procedures for procurement of goods, works and services are however, subject to modification with the approval of Bank and Govt. of Punjab in case of any peculiar circumstances and where situation so warrants.

1.7 REFERENCE TO THE WORLD BANK / IDA / IBRD The terms “World Bank” or “Bank” used in the manual refer to “The International Bank for Reconstruction and Development (IBRD).
CHAPTER 11
PROCUREMENT POLICY, PLAN & STRATEGY

2.1 PROCUREMENT POLICY The aim of procurement is to obtain right quality of works, goods and services at reasonable and competitive prices, giving equal opportunities to all individuals, companies, firms, manufacturers, contractors, who are capable of delivering the goods, works and services to the laid down specifications, standards and provisions of bid documents. Procurement policy is also to provide incentive and encouragement for development of national manufacturers, contractors, firms, institutions and consultancy firms etc. The procurement policy is based on below noted principles:

(a) Economy and efficiency in the implementation of project.
(b) Economy and efficiency in the procurement of goods, works and services involved.
(c) Equal opportunity to all eligible bidders in providing goods and works by providing timely and adequate notification of bid documents.
(d) To encourage development of domestic contracting and manufacture industries and consulting firms.
(e) Importance of transparency in the procurement process.

2.2 PROCUREMENT PLAN

2.2.1 Procurement Plan shall include description of contracts for the goods, works and for services required to carry out the project, consistent with project principles, there technical and administrative approved estimates and proposed methods for procurement over the total agreed implementation period under loan/credit agreement. The procurement shall be consistent with budgetary allocations. The Procurement Plan shall be updated annually or as needed throughout the duration of the project. The Procurement Plan is critical for:

- Ensuring satisfactory implementation of project;
- Ensuring speedy transfer of resources by way of disbursement;
- Achieving economy and efficiency; and
- Ensuring success of the project.

A sound procurement plan and public procurement is a vital arm for promoting good governance and better fiscal management of the project.

2.2.2 Under Procurement Plan, works, goods and services to be procured are identified year-wise over the implementation period. List of works to be procured under the project, year-wise with estimated cost and method of procurement shall be detailed in format at Annex P-I/1. The details shall be worked out in terms of number of villages to be covered under water
supply and / or sanitation estimated cost thereof and availability of format at Annex P-I/1. Similarly, the details for procurement of goods, equipment, vehicles, furniture etc. year-wise over the project period shall be entered in format at Annex P-I/2. The details of consultancy services to be hired in terms of estimation of man months, estimated cost, method of selection of consultant, year-wise over the project period shall be projected in format at Annex P-I/3.

2.2.3 For procurement of works, goods, equipment etc. suitable package shall be framed which shall be determined by below noted factors, namely

- Time limits
- Geographical location (dispersal of works)
- Capacity of Contracting Agencies
- Extent of Plant and equipment required and available
- Institutional capacity of the DWSS and GPWSC
- Economies of Scale

The Estimates for Bid packages shall be entered in format at Annex P-I/4.

2.2.4 The Procurement Plan for the Bank funded program shall be furnished to the Bank for its review and approval. The Procurement Plan and method of procurement and categories of goods and works to which they apply are specified in loan/ credit agreement which shall govern the legal relationship between the Bank and Borrower (Govt. of Punjab (DWSS) through Govt. of India).

2.2.5 The Bank will disclose the initial Procurement Plan to the public after the related loan / credit has been approved including disclosing of additional updates after the Bank has approved them.

2.3 PROGRAM IMPLEMENTATION STRATEGY

2.3.1 The key features of implementation strategy of RWSS are:

- To transfer project funds to all Water Supply schemes and sanitation programs to the GPWSC.
- By and large to decentralize decision making including Schemes preparation at the GPWSC/District level with full involvement of village community.
- To strengthen the social, monitoring and managerial skills within the DWSS.
- To develop partnership with Zila Parishads, Gram Panchayats and GPWSC.
- To improve operational and financial performance of all existing water supply schemes.
- To augment DWSS engineering skills to utilize computer aided designs, surveys etc.

In general depending on water supply source, the project for implementation shall be categorized as:

(i) Single-village Scheme (ii) Multi-village Scheme
2.4 INSTITUTIONAL STRUCTURE

2.4.1 The GOP’s Ministry of Water Supply and Sanitation (MWSS) is responsible for overall project management with the DWSS, a government department under this ministry, as the implementing agency. State- and district-level project implementing units (PIUs) which implemented the recently completed PRWSSP will be subsumed within the DWSS.

2.4.2 The DWSS, traditionally a pure engineering department, evolved under the PRWSSP to work with communities in implementation and managing RWSS schemes. The project PRWSSIP will build on this process and support the GOP as it reorients the DWSS from its focus on construction to a mandate to ensure the development of higher quality rural water services and sustainable service delivery. Institutional study conducted as part of project preparation, provided the following recommendations to be implemented during the project:

- Unified responsibility of the DWSS and accountability to the MWSS. Currently, the DWSS is fragmented as three chief engineers (CEs) report directly to the MWSS. During the project, the DWSS will create the position of Departmental Head to which the CEs will report. This new position will be supplemented by an office to manage sector development functions, namely, program management, sector planning, financial management, quality, technical, sanitation, accounting, and administration.

- DWSS engineers will gradually reorient toward service delivery, with responsibility for monitoring service delivery in groups of villages—mostly located in their area of operations. The redeployment will be in phases.

- The DWSS will transition from a pure engineering department to a multidisciplinary entity including social, communication, environmental, and quality assurance professionals.

- Additional sanitation, IEC, social, environmental, and other specialists or consultants shall be hired for project implementation over the project period and paid under project management costs.

2.4.3 The responsibility for implementation and service delivery in the villages will be shared between the DWSS (division) and the GPWSCs through a signed memorandum of understanding (MOU). At the village level, the GPWSC will continue to be a committee of the GP and will be the key driver of community management at that level. Specific measures to strengthen the role of the GPWSCs will be undertaken. The DWSS will be responsible for major replacements and repairs of assets and performance monitoring of the GPWSCs. In non-project villages, the DWSS will continue to manage through its operating staff.

2.4.4 The overall institutional arrangement showing the inter linkages of State Level - Head
Office, Zone, and Circle is given in the following diagram (Exhibit-2.1).

**Exhibit-2.1 – Proposed Institutional Model**

**Overall Implementation Arrangement**

**Proposed Institutional Model/ Overall Implementation Arrangements**

A brief description of the proposed program implementation model is given below

**State Level:**

1. **State Water and Sanitation Mission (SWSM).** The SWSM is the highest advocacy body in the sector. It is chaired by the Chief Secretary and Principal Secretary or Secretary; the DWSS is the Member Secretary. The other members of the mission include a representative of the Department of Drinking Water, Ministry of Drinking Water and Sanitation (MoDWS), GOI; secretaries of other relevant GOP departments; and three sector experts. The SWSM will continue to provide guidance for the sector and review in line with the guidelines or notifications under which it was established.
2. **DWSS.** Like any other Indian state’s Public Health or Public Works Departments, the DWSS is also hierarchical; at apex level it is the CE and at first level, it is the JE. The reporting lines, accountabilities, and roles and responsibilities are as defined in their department codes. However, it is proposed that the DWSS is restructured to make it an accountable government institution for service delivery to the people and sector development agency for the government. See annex 11 for more details on restructure.

3. **The Head of Office, DWSS.** The restructured DWSS will be responsible for implementation of the project. This project will support the transition and costs associated with that. Any consultancy support required to achieve this transition (preferably, within the first year) will also be financed. The project will be steered by the Head-DWSS who reports to the Principal Secretary, WSS in the GOP. The Head is responsible for overall program implementation and management of services. In the proposed restructured DWSS, there will be a Technical Unit (comprising the Design; Project Management [or operations]; MIS and M&E; Procurement and Environment subunits); Quality of Construction & Service Delivery Unit; Water Quality Testing & Evaluation Unit; Social & IEC Unit (further comprising the Chief Social Development Officer, Social Development Manager Communications [IEC]); Training & Capacity Building Unit; Sanitation Unit; Administrative/HR Unit (further comprising the HR and Legal subunits); and a Financial Unit. The Head-DWSS is responsible for overall project planning and management to ensure that the PDOs are fully achieved in a timely manner, managing sector funds, building capacity of all project partners, managing state-wide IEC campaigns, ensuring appropriate community empowerment and participatory framework, ensuring appropriate procurement practices and high quality of engineering designs and construction, implementing enhanced transparency and disclosure action plan, and regular M&E of the sector performance. These would also ensure that the non-IDA schemes follow the same principles as those adopted by the project and move toward the objectives set out in the Punjab Rural Water and Sanitation Policy 2014. The DWSS will also provide coordination support with other relevant departments such as the DRDP, Department of Health, and Department of Education.

4. **Zone level.** In the restructured DWSS setup, the CE is the head of a zone and has primary responsibility of scheme-level planning, procurement, and implementation. The CE is also responsible for preparing yearly budgets for O&M. An EE will be a focal point for environmental issues supported by an Environmental Specialist (Outsourcing). The CE monitors performance of all the engineers and other staff in the zone.

5. **Circle level.** In the restructured DWSS setup, the SE is the head of a circle. There will be Environment Specialist (AE/SDO to be trained) at each circle. The SE is more responsible for program implementation, monitoring of water, and sanitation services delivered.
District Level - including District and Division

1. **Division.** The EE heading a division will be responsible for managing the project level and primarily responsible for preparing proposals and implementation of project activities. As the DWSS division, it is responsible for ensuring service delivery and monitoring performance of the schemes in all the villages under its jurisdiction. Other key responsibilities include management of sector funds, capacity building of all project partners, community empowerment, and participatory framework, ensuring appropriate procurement practices. The EE with his assistant engineer (AE, also called as subdivisional officer [SDO]) and JE s develop partnerships with communities, constitute the GPWSCs, enter into an MOU, and work with them. The division is also responsible for reporting progress to the Head-DWSS through the concerned SE and CE. There will be an environmental officer (AE/JE- fully trained) at district level supporting all EEs in the district. In addition to the subdivisional engineers, one Community Development Specialist, One IEC Specialist will assist each EE at division level. One of the District EE will act as District Nodal Sanitation Officer.

Subdivision Level

2. The subdivision office, which is to be coterminous with a block, will be headed by a AE or Sub-divisional engineer and report to the EE on design, operations, management, and execution of works within the subdivision. At the subdivision, all JE s will be trained on basic Environmental issues. There will be two community facilitators (Foot soldiers/Local People) in each Sub- Division for social activities in the village. Team consists of one team leader and two community mobilisers/ mentors will assist Sub-divisional Engineer for Sanitation activities.

3. When the DWSS transformed to focus on service delivery, the monitoring unit/scheme initiator is the ‘SDO’ who is in charge of a ‘block’. Under the new project, the SDO and his JE s under the EE’s supervision will monitor and develop a progress report on service delivery which shows the number of villages and their service levels, operational issues, and cost recovery. The SDO then proposes various project subcomponents relating to water for each year to improve them all over a five-year period to 12-hour/24x7 water supply with near 100 percent connections and full cost recovery. The MIS will provide support and he/she will deploy the IEC and HRD inputs accordingly.

4. Each block will have one or two block coordinators, depending on the size of the block (number of villages), who will be responsible for planning, implementation, monitoring, and reporting of all ODF-related works at the block level. The block coordinators will be project staff and report to the District Sanitation Cell.

Village Level

5. The GPs are responsible for seeking to participate in project activities by constituting a GP level called ‘GPWSC’ representing the user communities and empowering the GPWSCs to
take responsibility for implementation of activities on its behalf and manage all water, sanitation, and other services post construction/rehabilitation. The GPs along with the DWSS will monitor sustainability of operations to ensure that the GPWSCs satisfactorily discharge their O&M management function, including levying and collecting user charges from the beneficiaries. For MV schemes, the GP will also be responsible for payment of bulk water charges.

6. **GPWSC.** Several of the GPWSCs constituted under the PRWSSP are managing SV schemes as well as intra-village infrastructure of MV schemes. Under this project, it is also mandatory for any GPs who wish to benefit from the project to set up GPWSCs to take over management of the water supply schemes (no new water supply schemes are envisaged). GPs with existing GPWSCs will be able to seek assistance for sewerage schemes, provided the GPWSCs are functioning effectively. The key functions of the GPWSC are (i) planning and technology selection, (ii) collecting capital cost contribution, (iii) procurement and construction, and (iv) management and full financing of O&M, including cost recovery. The composition of the GPWSCs, their functions, and method of selecting members, bylaws, legal framework, and relationship with the GPs are included in the PIP. The project strives to maximize women's role and participation in the GPWSCs. For MV schemes, the SLCs will have representatives from participating GPWSCs to manage bulk infrastructure.

### 2.5 METHODS OF PROCUREMENT

2.5.1 Method of procurement includes:

(a) **Goods, works and services (other than consultancy services)**

- International Competitive Bidding (ICB)
- Limited International Bidding (LIB)
- National Competitive Bidding (NCB)
- Shopping
- Direct Contracting
- PPP Arrangements
- Force account
- Framework Agreements
- Procurement Under UN Agencies
- Performance based Procurement
- Community Participation in Procurement

(b) **Consultancy Services**

- Quality and Cost Based Selection (QCBS)
- Quality Based Selection (QBS)
- Selection under a Fixed Budget (FBS)
- Least Cost Selection (LCS)
- Selection Based on Consultants Qualification (CQ)
- Single Source Selection (SSS)
• Individual Consultant (IC)

(c) **Community Procurement**

The GPWSC would be implementing all SVS and MVS. GPWSC may engage a single agency for carrying out all components of works on turnkey basis and contractor shall be responsible for implementation of entire scheme as per bid document and after commissioning, the contractor will operate the scheme under GPWSSC supervision for 3 months with water delivered for not less than 8 to 12 hours non-stop a day and train the operators and other plumbers hired by GPWSSCs. DWSS shall hand over the scheme fully operational to GPWSC with drawings and other relevant information either through inaugural function (to be managed by GP/GPWSC) or handing over ceremony in the presence of Gram Sabha.

However, bids for all water supply or sewerage schemes, will be invited on turnkey basis. In case of exceptional urgency, due to site conditions or otherwise, requisite approval for slicing shall be sought from the respective Chief Engineer with clear reasoning. A copy of such approval shall be forwarded by CE to HOD for record. Each contractor will carry out the assigned work and hand it over to GPWSC. The selection of the contractor would either be complying NCB or National shopping procedure depending on the estimate value of the contract. For all contracts given on single contracting basis, the supply of cement, steel, construction materials shall be the responsibility of the contractor and GPWSC will not procure them separately.

2.5.2 The choice of appropriate method of procurement is related to the nature, size, complexity, likely impact of the assignment, technical and financial considerations and particular circumstances of the assigned job. It is necessary to define the assignment, the objectives and scope of goods, works and services before deciding the selection process.

2.5.3 For single village schemes, the GPWSC will also have the option to implement water supply distribution works by procuring material like cement, steel and pipes separately and installing them either by awarding a labor contract or through the community.

2.6 **FINANCIAL DELEGATION**

2.6.1 For implementation of project in a time-bound manner, the financial delegation of various authorities shall be as under:
Table – 1 : Delegated Powers for Administrative approval and Technical Sanction

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Description</th>
<th>Approving Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Administrative approval of line estimates of all water supply and sewerage schemes</td>
<td>Principal Secretary</td>
</tr>
<tr>
<td>2</td>
<td>Technical Sanction of Detailed Scheme Report and DNIT (bid document) approval</td>
<td>Executive Engineer upto Rs. 10 lac</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Superintending Engineer above Rs. 10 lac and upto Rs. 30 lac</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Chief Engineer Full powers</td>
</tr>
<tr>
<td>3</td>
<td>Revised Administrative Estimate for revised administrative approval shall be routed by the CE through HoD, DWSS for its scrutiny and further onward transmission to Govt. for revised AA.</td>
<td></td>
</tr>
</tbody>
</table>

2.6.2 Invitation of bids: Bids for all type of schemes will be invited by GPWSC in the office of GPWSC or at any other place as decided by the GPWSC where online facility is available.

2.6.3 Opening of Bids: For all SVS and MVS the bids will be opened by ‘Bid opening committee’ comprising of three persons.
1. Executive Engineer (Operations Wing) of DWSS
2. Divisional Accounts Officers of DWSS
3. GPWSC Member/s

Bids for all type of schemes will be opened in the office of GPWSC or at any other place as decided by the GPWSC where online facility is available.

2.6.4 Evaluation of Bids: Bids will be evaluated by Executive Engineer operation wings and evaluation sheet shall be signed by Chairmen GPWSC/s.

2.6.5 Tender Acceptance: The acceptance of the tenders will be done by a tender committee.

The composition and powers of the tender committee are elaborated in Table 2 below:

Table – 2 : Powers of Tender Acceptance for Single Village & Intra Village work of Multi Village Schemes

<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Description</th>
<th>Approving Authority as per Procurement manual</th>
</tr>
</thead>
</table>
| 1      | Bids costing up to Rs. 30 lac for all village schemes                        | The Committee consisting of :
|        |                                                                               | • GPWSC Chairman-Chairman                                                            |
|        |                                                                               | • Executive Engineer operations wing – Convener                                      |
|        |                                                                               | • Executive Engineer from other division of the same circle-Member                   |
| 2      | Bids costing more than Rs. 30 lac and up to Rs. 50 lac for all village schemes | The Committee consisting of :
|        |                                                                               | • Superintending Engineer-Chairman                                                   |
|        |                                                                               | • Executive Engineer operations wing – Convener                                      |
|        |                                                                               | • Executive Engineer from other division of the same circle-Member                   |
|        |                                                                               | • Concerned GPWSC Chairman – Member                                                  |
| 3      | Bids costing more than Rs. 50 lac for all village schemes.                   | The committee consisting of :
<p>|        |                                                                               | • Chief Engineer – Chairman                                                          |
|        |                                                                               | • Superintending Engineer concerned- Member                                          |
|        |                                                                               | • Executive Engineer operations wing – Convener                                      |
|        |                                                                               | • Executive Engineer from other division of the same circle-Member                   |
|        |                                                                               | • GPWSC Chairman – Member                                                            |</p>
<table>
<thead>
<tr>
<th>Sr.No.</th>
<th>Description</th>
<th>Approving Authority as per Procurement manual</th>
</tr>
</thead>
</table>
| 1      | Bids costing up to **Rs. 30 lac** for multi village schemes                  | **The Committee consisting of:**  
  • SLC Chairman-Chairman  
  • GPWSC Chairman of other villages as members.  
  • Executive Engineer operations wing – Convener  
  • Executive Engineer from other division of the same circle-Member |
| 2      | Bids costing more than **Rs. 30 lac** and up to **Rs. 50 lac** for common facility of multi village schemes | **The Committee consisting of:**  
  • Superintending Engineer-Chairman  
  • Executive Engineer operations wing – Convener  
  • Executive Engineer from other division of the same circle-Member.  
  • SLC Chairman – Member  
  • GPWSC Chairman of other villages as members |
| 3      | Bids costing more than **Rs. 50 lac** for common facility of multi village schemes. | **The committee consisting of:**  
  • Chief Engineer – Chairman  
  • Superintending Engineer concerned- Member  
  • Executive Engineer operations wing – Convener  
  • Executive Engineer from other division of the same circle-Member  
  • SLC Chairman – Member  
  • GPWSC Chairman of other villages as members |

Wherever tender value is more than the BID value, tender will be sent to the next higher level committee with justification for approval.

2.6.6 In case of consultancies bid opening and evaluation committee shall be formed for each consultancy which would be headed by concerned Unit Head of HoD Office. The Head DWSS will have the power to allot the consultancies as per Govt. Order no. 9/26/2015-6BR-2/674120/1 dated 21-01-2016. Procurement activity for all consultancies will be handled by HoD."

The following will be the member of the evaluation committee:

(a) Concerned Unit Head.[ SE(T)/ Advisor (Social)/ Director (Water Quality)/ Director (Sanitation)/ CFA/ SE (Training)]
(b) Executive Engineer (Procurement)
(c) Concerned Executive Engineer
(d) Joint Controller (F&A)

2.6.7 In case of purchase of goods at HoD level, a bid opening & evaluation committee shall be formed for each of procurement which would be headed by the concerned Unit Head of HoD Office. The HoD will have the full powers to accept the tender as per Govt. Order no. 9/26/2015-6BR-2/674120/1 dated 21-01-2016.

All procurement of goods will be made at HoD level except for furniture & fitting and vehicle, for which the Superintending Engineer will have the Purchasing power upto Rs. 5 & 8 lacs respectively.

The five member evaluation committee at HoD office will be as under
The three members bid opening and evaluation committee at Circle level will be as under
1. Superintending Engineer- Chairman
2. Executive Engineer (2 no.)- Member

2.7 PROCUREMENT REVIEW: Procurement review refers to auditing of files and documents relating to the procurement of Goods, works and consultancy services. Procurement review is basically carried out to ascertain whether the procurement procedures were correctly and completely followed, both in letter and spirit. It brings out omissions/commissions and lapses, whether on account of poor or inadequate understanding of the procedures or wilful negligence including likely fraud/corruption evidence during the review. The report and observation of procurement review therefore, also serve as a guide for taking remedial measures to streamline and improve the procurement system.

Contracts having an estimated cost above the threshold limits fixed for prior review are prior reviewed by the Bank. For contracts whose estimated cost is below the threshold limit for prior review are subjected to Procurement Post Review (PPR) by the Bank on sampling basis. For such post review contracts the project shall retain all documentation during project implementation and up to two years after the closing date of the Loan Agreement.

The procurement review covers the following aspects:-

1. Whether the procurement plan was prepared?
2. Whether the procurement was made as per the procurement plan?
3. Whether the method adopted for procurement was as per the threshold limits given in the procurement manual?
4. Whether the procurement sub-committee was involved in the procurement procedure?
5. Whether the overall procurement was done within a reasonable time?
6. Whether there was any avoidable delay at any stage/stages of the procurement process?
7. Whether the necessary approval was taken from appropriate authority wherever required?
8. Whether proper and adequate documents relating to procurement were maintained?
9. Whether the technical and financial evaluation was done properly and in a fair manner?
10. Whether the contracted firm, supplied the goods or executed the work as per the quality, quantity and price agreed upon?
11. Whether the goods were supplied or works executed in time and properly recorded in stock books/works registers after inspection?
12. Whether the payment was made to the supplier/contractor in time? If not, reasons for delay.

The procurement review shall be done by the following:

1. **External Firm for Post review of the procurement:** - An agency appointed by the Project for an annual review of all the procurement carried out during the previous year on sampling basis. The approval of TOR of the firm shall be obtained from the bank before appointing an agency. The procurement review shall be done for works (water supply/sewerage/performance improvement)/ Goods/ Services other than consultancy and consultancy services procured during a particular year.

2. **Statutory Auditors:** - The statutory audit of the Program will be conducted by the Comptroller and Auditor General of India, who will also review the procurement procedures adopted and give a report accordingly. The review shall be done both at the Department level (DWSS/DO) and at the GPWSC level i.e for both the MVS and SVS.

3. **Internal and Concurrent Audit:**

   The Internal auditor’s (Firm of chartered accountants) will be appointed by DWSS for conducting the Financial Audit at the department level. Internal Audit will be conducted every quarter at Division Office. The TOR of financial audit will include adequate requirement to cover issues on procurement. The auditor will carry out the review of procurement procedures adopted for civil works, goods and consultancy services for MVS.

   In case of the SVS the procurement review at the GPWSC would be carried out by the Firms of Chartered Accountants (Concurrent auditor’s), approved by DWSS to conduct the audit of GPWSC before the release of the next tranche.

4. **By The World Bank:** - In addition, the World Bank will have the right to carry out the post review of the contracts for both the SVS and MVS.

2.8 **Procurement –Risk Mitigation Action Plan**

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Observation Head</th>
<th>Initial risk</th>
<th>Risks</th>
<th>Suggested Mitigation measures</th>
<th>Agreed Action</th>
<th>Residual Risk</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Low Contractor Base and thereby limited participation in bids</td>
<td>High</td>
<td>Several instances of premium bids; high risk of cartelization</td>
<td>Contractor Training to encourage new contractors to come into the drinking water supply and sanitation area. Wider publicity in national papers and alerts to contractors through</td>
<td>The Project will conduct contractor training and ensure timely release of payments throughout the project</td>
<td>Substantial</td>
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</tr>
<tr>
<td><strong>2.</strong></td>
<td>Infrequent updation of Schedule of Rates; several items not covered in the SOR</td>
<td>High</td>
<td>Absence of adequate reference points for the procurement team and subsequently for the contract management team</td>
<td>A standing committee for updating the SOR needs to be constituted on a pre-determined periodicity.</td>
<td>Substantial</td>
<td></td>
</tr>
<tr>
<td><strong>3.</strong></td>
<td>Weak Contract Management</td>
<td>Substantial</td>
<td>Time and cost overruns including inadequate tracking of imbalanced items and variations therein post award</td>
<td>Training will be provided to staff handling procurement</td>
<td>Moderate</td>
<td></td>
</tr>
<tr>
<td><strong>4.</strong></td>
<td>Inadequate tracking and analysis mechanism for disputes</td>
<td>High</td>
<td>Delays in implementation</td>
<td>Computerised database of disputes and complaints may be considered.</td>
<td>Substantial</td>
<td></td>
</tr>
<tr>
<td><strong>5.</strong></td>
<td>Inadequate training and exposure specific to procurement to GPWSCs</td>
<td>Substantial</td>
<td>Non-compliance with agreed procurement procedures</td>
<td>Specific focused training to GPWSC members on all aspects of procurement</td>
<td>Moderate</td>
<td></td>
</tr>
<tr>
<td><strong>6.</strong></td>
<td>No IT audit for e-procurement system in place</td>
<td>Moderate</td>
<td>No mechanism for detecting inadvertent bugs and systemic flaws</td>
<td>IT audit of the e-procurement system may be carried out periodically</td>
<td>Low</td>
<td></td>
</tr>
<tr>
<td><strong>7.</strong></td>
<td>External interference (including F&amp;C) in the procurement process</td>
<td>Substantial</td>
<td>External/internal procurement audits Use of e-procurement system Set-up code of ethics Code of ethics to</td>
<td>Ensure audits are conducted in a timely manner and action taken on a regular basis</td>
<td>Moderate</td>
<td></td>
</tr>
</tbody>
</table>
Overall Risk Rating | Substantial
---|---

**Frequency of Procurement Supervision:** The Bank will normally carry out the implementation support mission on semi-annual basis. The frequency of the mission may be increased or decreased based on the procurement performance of the Project.

**Audits:** The project will hire a consultant firm having adequate experience in procurement audit/review to carry out post procurement review on a sample of contracts let by the project. The reports of the consultant will be shared with the Bank. In addition, the Bank too will conduct post review of contracts on a yearly basis.

Since a significant portion of the funds will be spent at the GPWSC level, CA firms will be hired to conduct concurrent financial audits which will cover procurement aspects as well.

**Procurement Training:** Though most of the DWSS staff is familiar with the World Bank guidelines, refresher training on World Bank Procurement Procedures will be provided at the beginning of the project. Key staff may be sent for trainings at ASCI, Hyderabad as well as NIFM, Faridabad.

### 2.9 FRAUD AND CORRUPTION

2.9.1 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank Credit/loans), bidders, suppliers, contractors and their agents (whether declared or not), subcontractors, 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.

2.9.2 In pursuance of this policy, the Bank defines, for the purposes of this provision, the terms set forth below as follows:

(i) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) “Fraudulent practice” is any act or omission, including a misrepresentation that knowingly or recklessly misleads, or attempt to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(iii) “Collusive practices” 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 action of tha
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, mentioned in the bidding documents and contracts financed by a Bank loan.

2.9.3 “Bank 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-contractors, sub-consultants, 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”

2.9.4 “Bank will declare mis-procurement 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 that 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”

2.9.5 “Bank will sanction a firm or individual, at any time, in accordance, with the prevailing Bank’s sanctions procedures, including by publically declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be nominated sub-contractor, consultant, supplier, or services provider of an otherwise eligible firm being awarded a Bank financed contract”

2.9.6 “The Bank will require that a clause be included in the bidding documents and in the 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 the auditor’s appointed by the bank.

2.9.7 The Bank will require that, when a Borrower procures goods, works or non-consulting services directly from a united Nations (UN) agency in accordance with paragraph 3.10 of
Procurement Guidelines of the Bank under an agreement signed between the Borrower and the UN agency, the above provisions of this paragraph (paragraph 2.9) regarding sanctions on fraud or corruption shall apply in their entirety to all suppliers, contractors, service providers, consultants, sub-contractors or sub-consultants, and their employees that signed contracts with the UN agency and its employees. As an exception to the foregoing paragraphs 2.9.5 and 2.9.6 will not apply to the Un agency and its employees and paragraph 2.9.6 will not apply to the contracts between the UN agency and its suppliers and service providers. In such cases, the UN agencies will apply their own rules and regulations for investigating allegations of fraud or corruption subject to such terms and conditions as the Bank and the UN agency may agree, including an obligation to periodically inform the Bank of the decisions and actions taken. The Bank retains the right to require the Borrower to invoke remedies such as suspension or termination. The UN agencies shall consult the Bank’s list of firms and individuals suspended or debarred. In the event a UN agency signs a contract or purchase order with a firm or an individual suspended or debarred by the Bank, the Bank will not finance the related expenditures and will apply other remedies as appropriate.

2.10 MISPROCUREMENT

The Bank does not finance expenditures under a contract for goods, works, non-consultancy and consultancy services, if the Bank concludes that such contract (a) has not been awarded in accordance with the agreed provisions of the Loan Agreement and as further elaborated in the Procurement Plan to which the Bank provided no objection; (b) could not be awarded to the bidder otherwise determined successful due to wilful dilatory conduct or other actions of the Borrower resulting in unjustifiable delays, the successful bid being no longer available, or the wrongful rejection of any bid; or (c) involves the engagement of a representative of the Borrower, or a recipient of any part of the Loan proceeds, in fraud and corruption as per paragraph 2.9. In such cases, whether under prior or post review, the Bank will declare misprocurement, and it is Bank’s policy to cancel that portion of credit/loan allocated to the goods, works, non-consultancy and consultancy services that have been misprocured. The Bank may, in addition, exercise other remedies provided for under the Loan Agreement. Even once the contract is awarded after obtaining a no objection from the Bank, the Bank may still declare misprocurement and apply in full its policies and remedies regardless of whether the loan has closed or not, if it concludes that the “no objection” was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower or the terms and conditions of the contract had been substantially modified without Bank’s no objection.
3.1 GENERAL

3.1.1 Before undertaking procurement of goods, works and services as per approved Procurement Plan it needs to be ensured that Budget allocations are made available under State Budget under appropriate heads for meeting expenditure during the financial year for implementation and accomplishment of the project.

3.1.2 The procurement plan for the financial year along with method of procurement shall be finalised depending upon the type of goods, work and services to be procured, availability of competent agencies for the supply of goods, execution of works and services.

3.1.3 In the implementation of SV Schemes and intra village component of MV Schemes DWSS shall act, as ‘facilitator’ and responsibility for execution of works shall be mainly that of GPWSC.

3.1.4 The technical and professional support shall be provided to the GPWSC by DWSS at all stages including preparing of bid documents, specifications, evaluation of bids, inspection of equipment, implementation of works, financial and technical audit.

3.1.5 The implementation of works of common infrastructure component in MVS would be the responsibility of SLC.

3.1.6 The availability of land for the MVS and SVS shall be ensured before issue of the tender for the scheme.

3.2 SCOPE OF WORK & OPTIONS.

3.2.1 A common procurement framework will be adopted for the project comprising (i) community-based procurement (CBP) for small SV schemes where user groups will implement either through Community Force Account or through Shopping; (ii) conventional single responsibility contracts issued by the GPWSCs/SLCs with support from the department through national competitive bidding (NCB) and international competitive bidding (ICB) procedures, if applicable; and (iii) design-build-operate-transfer (DBOT) contracts involving PPPs. The project will use the e-Government Procurement System GePNIC (https://eproc.punjab.gov.in) approved by the Bank for works and non-consultancy bids with values greater than INR 0.5 million. The procurement of works for sewerage schemes, SV water supply schemes, and intra-village works for MV Schemes will be done by the GPWSC with technical assistance from the DWSS. The intra-village and common facilities for MV schemes may also be procured by the SLCs on a single responsibility basis wherein all materials and the labor component will be arranged by the contractor. They also have the option to procure material like cement, steel, and pipes separately.
and install them either by awarding a labor contract or through the community. Large surface water based schemes will be contracted by the DWSS.

The procurement of works by the GPWSC will be in accordance with paragraph 3.19 of the Bank’s Procurement Guidelines. The GPWSC will also follow NCB and shopping procurement procedures, with technical assistance and guidance from the DWSS at various stages.

3.3 PROCUREMENT PROCESS

3.3.1 The procurement process shall comprise of following:

i Finalization of Bidding Document and specifications by DWSS as per site conditions, source of Supply and detailed design.

ii For the MVS the tenders will be invited by SLC and for SVS tenders will be floated by GPWSC with the support of DWSS. In both the cases a minimum period of 30 Days from the date of publication of the notice will be allowed giving the bidder a minimum period of 30 days for the submission of the bids. The notice shall also be publicized in DWSS web site. Instead of following procurement method of NCB, National Shopping can also be adopted by the GPWSC for SVS, provided the estimate cost is within the threshold limit i.e. US$100,000 provided that there is a no conflict in the state Government Procurement Procedures and that all contracts above Rs. 5.00 Lakh are e-tendered for better completion.

iii To conduct pre bid meeting, preferably after 2 weeks of publication of tenders.

iv Tenders to be opened after the dead line of receipt of bids on the next day.

v Comparative evaluation of bids by appointed committee of GPWSC or DWSS as applicable.

vi Recommendation of award of the contract to lowest evaluated responsive and qualified bidder after evaluation, to be put up to the Tender Committees for acceptance as per delegation of powers as defined in chapter 2 of this manual.

vii (a) Letter of acceptance issued to the lowest successful bidder.

(b) Receipt of Performance Security

viii Agreement will incorporate all agreements between the Employer and successful bidder. It will be signed by the Employer and kept ready for signatures of the Bidder in the office of Employer within 28 days following notification of award and letter of acceptance. Within 21 days of receipt, successful bidder will sign the Agreement and deliver to Employer.

3.3.2 During the execution of works, the delegation shall be as under:

i Measurements by JE concerned of DWSS.

ii Quality checking both in house by DWSS and through third party appointed by Department (DWSS).

iii Bills to be checked and certified by the Engineer of DWSS before the release of for payment.
4 Payments to be released by GPWSC from amounts deposited by Executive Engineer and amount arranged from beneficiaries (upto 10% of the project cost).

3.3.3 Procurement steps are explained in the form of a flow chart as under

**Flow chart of the procurement process**

1. ASSESSMENT OF REQUIREMENTS
2. DECIDING PROCUREMENT STRATEGY
3. MODE OF PROCUREMENT
4. PREPARATION OF BID DOCUMENTS
5.ADVERTISEMENT FOR INVITING BIDS
6. ISSUE OF SALE OF BID DOCUMENT
7. PRE BID MEETING
8. RECEIPT AND OPENING OF BIDS
9. EVALUATION OF BIDS
10. SEEKING APPROVAL OF BANK WHEN APPLICABLE
11. NOTIFICATION OF AWARD
12. Receipt of Performance Security
13. SIGNING OF CONTRACT
14. INSEPTION AND QUALITY CONTROL
15. COMPLETION AND HANDING OVER
16. OPERATION AND MAINTENANCE
3.4 **PROCUREMENT SCHEDULE** The size and scope of individual packages under Procurement Plan shall be decided based on the magnitude, nature and location of works; quantity/number and nature of goods and services, keeping in view that works and goods are to be procured economically and efficiently consistent with the quality. Procurement schedule in the prescribed formats (Enclosures I & II) indicating details of each package shall be compiled and forwarded to the Bank for review and clearance before initiating action.

3.5 **MODES OF PROCUREMENT AND APPLICABLE THRESHOLDS:** The following Table indicates the various procurement methods for goods, works, non-consulting, and consulting services, with applicable value thresholds. These along with agreed thresholds will be reproduced in the Procurement Plan.

<table>
<thead>
<tr>
<th>Category</th>
<th>Method of Procurement</th>
<th>Threshold (US$ Equivalent)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Goods and Non-consultant services</strong></td>
<td>ICB       &gt;3,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td>LIB                   Wherever agreed by Bank</td>
<td></td>
</tr>
<tr>
<td></td>
<td>NCB                   Up to 3,000,000 (with NCB conditions)</td>
<td></td>
</tr>
<tr>
<td>Shopping</td>
<td>Up to 100,000 provided that there is no conflict in the state Government Procurement procedures and that all contracts above Rs. 5.00 Lakhs are e-tendered for better completion.</td>
<td></td>
</tr>
<tr>
<td>DC</td>
<td>As per para 3.7 of the Guidelines</td>
<td></td>
</tr>
<tr>
<td>PPP arrangements</td>
<td>As per para 3.14 of the Guidelines</td>
<td></td>
</tr>
<tr>
<td>Force Account</td>
<td>As per para 3.9 of the Guidelines</td>
<td></td>
</tr>
<tr>
<td>Framework Agreements</td>
<td>As per para 3.6 of the Guidelines</td>
<td></td>
</tr>
<tr>
<td>Procurement from UN agencies</td>
<td>As per para 3.10 of the Guidelines</td>
<td></td>
</tr>
<tr>
<td>Performance-based procurement</td>
<td>As per para 3.16 of the Guidelines</td>
<td></td>
</tr>
<tr>
<td>Community participation in procurement</td>
<td>As per para 3.19 of the Guidelines</td>
<td></td>
</tr>
<tr>
<td><strong>Works</strong></td>
<td>Up to 40,000,000 (with NCB conditions)</td>
<td></td>
</tr>
<tr>
<td>Shopping</td>
<td>Up to 100,000 provided that there is no conflict in the state Government Procurement procedures and that all contracts above Rs. 5.00 Lakhs are e-tendered for better completion.</td>
<td></td>
</tr>
<tr>
<td>DC</td>
<td>As per para 3.7 of the Guidelines</td>
<td></td>
</tr>
<tr>
<td>Force Account</td>
<td>As per para 3.9 of the Guidelines</td>
<td></td>
</tr>
<tr>
<td>Community participation in procurement</td>
<td>As per para 3.19 of the Guidelines</td>
<td></td>
</tr>
<tr>
<td><strong>Consultants’ services</strong></td>
<td>Up to 300,000</td>
<td></td>
</tr>
<tr>
<td>SSS</td>
<td>As per para 3.9–3.11 of the Guidelines</td>
<td></td>
</tr>
<tr>
<td>Individuals</td>
<td>As per Section V of the Guidelines</td>
<td></td>
</tr>
<tr>
<td>Selection of Particular Types of Consultants</td>
<td>As per para 3.15–3.21 of the Guidelines</td>
<td></td>
</tr>
<tr>
<td>QCBS/QBS/FBS</td>
<td>For all other cases</td>
<td></td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>---------------------</td>
<td></td>
</tr>
<tr>
<td>(i) International short list</td>
<td>&gt;800,000</td>
<td></td>
</tr>
<tr>
<td>(ii) Short list may comprise</td>
<td>Up to 800,000</td>
<td></td>
</tr>
<tr>
<td>national consultants only</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Procurement at the community level Slicing / packaging / lots shall be appropriately framed to meet with requirement of efficient and economical procuring consistent with the specifications and provision of bid documents. The aggregate value of all the slices in a package or the entire package for which bids are to be invited in the same IFB shall form the basis to determine the mode of procurement and the threshold for review by the Bank.

3.5.1 **INTERNATIONAL COMETITIVE BIDDING (ICB).** {Threshold (> US$40,000,000)}

This method of procurement of goods, works and services is generally adopted where supplies need import and foreign (international) firms are expected to participate irrespective of the value.

- This requires adequate notification of client requirements to provide equal opportunity to bid for the required goods and works. The size and scope of individual contracts will depend on the magnitude, nature and volume of projects. For projects requiring similar but separate item of equipment or works, bids may be invited under alternative contract option that would attract the interest of both small and large firms, which could be allowed at their option, to bid for individual contracts (slices) or for a group of similar contracts (package). All bids and combination of bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest evaluated cost to the client.

- For projects that include ICB the DWSS is required to prepare and submit to the Bank a General Procurement Notice and Bank shall arrange for its publication in UN Development Business online (UNDB online) and the Development Gateway dg Market. Simultaneously it shall be published in at least one newspaper of national circulation and web site of the DWSS. The related prequalification or bidding documents, as the case may be, shall not be released to the public earlier than the date of publication of the General Procurement Notice. The prequalification is usually necessary for large or complex works or in any other circumstances in which the high cost of preparing detailed bids could discourage competition.

  Bidding preparation period shall be 45 to 90 days from date of start of sale of bidding document or invitation of bid whichever is later. The bidding documents shall include the details as is described in various paras that follow.

- Within two weeks of receiving the Bank’s “no objection” to the recommendation of contract award, the DWSS shall publish in UNDB online and in dg market and the DWSS web site the results identifying the bids and lot numbers and the following information:
(a) Name of each bidder who submitted a bid;
(b) Bid prices as read out at bid opening;
(c) Name and evaluated prices of each bid that was evaluated;
(d) Name of bidder whose bids were rejected and the reasons for their rejection; and
(e) Name of the winning bidder, and price it offered, as well as the duration and summary scope of the contract awarded.

(f) DWSS will also advise the bidder that if a bidder wishes to ascertain the grounds on which its bid was not selected, it shall address its request to DWSS.

If after publication of results of evaluation DWSS receives protests/complaints from the bidders, and if as a result of analysis of such protests DWSS changes its contract award recommendation and the Bank accepts such changes, then the revised contract recommendations containing all the above details shall be published with in 2 weeks in UNDB online and in dg market and the DWSS web site.

3.5.2 NATIONAL COMPETITIVE BIDDING (NCB) {Threshold (up to US$40,000,000)}

- National competitive bidding for procurement of goods, works and services is most appropriate way of procurement when nature or scope of goods or works are unlikely to attract foreign competition because:
  (a) The contract values are small;
  (b) The works are scattered geographically or spread over time;
  (c) Works are labour intensive; or
  (d) The goods or work are available locally at prices below the international market. However foreign bidders are not to be precluded from participation if they wish to bid

For NCB procurement, the following will apply:

- Only the model bidding documents for NCB as agreed with the GoI Task Force (and as amended from time to time), shall be used for bidding.
- The Invitation to Bid shall be advertised in at least one widely-circulated national daily newspaper (or on a widely-used website or electronic portal with free national and international access along with an abridged version of said advertisement published in a widely-circulated national daily inter-alia giving the website/electronic portal details from which the details of the invitation to bid can be downloaded), at least 30 days prior to the deadline for the submission of bids.
- No special preference will be accorded to any bidder either for price or for other terms and conditions when competing with foreign bidders, state-owned enterprises, small-scale enterprises or enterprise from any given State.
- Except with the prior concurrence of the Bank, there shall be no negotiation of price with the bidders, even with the lowest evaluated bidder.
• Extension of bid validity shall not be allowed with reference to Contracts subject to Bank prior review without the prior concurrence of the Bank: (i) for the first request for extension if it is longer than four weeks; and (ii) for all subsequent requests for extension irrespective of the period (such concurrence will be considered by Bank only in cases of Force Majeure and circumstance beyond the control of the Purchaser/Employer).

• Re-bidding shall not be carried out with reference to Contracts subject to Bank prior review without the prior concurrence of the Bank.

• The system of rejecting bids outside a pre-determined margin or “bracket” of prices shall not be used in the project.

• Rates contracts entered into by Directorate General of Supplies and Disposal will not be acceptable as a substitute for NCB procedures unless agreed with the Bank on a case-by-case basis. Such contracts will be acceptable however for any procurement under the Shopping method.

• Two or three envelope system will not be used (except when using e-procurement system assessed and agreed by the Bank).

Within two weeks of receiving the Bank’s “no objection” to the recommendation of contract award, the client shall publish in the DWSS web site the results identifying the bids and lot numbers and the following information:

(e) Name of each bidder who submitted a bid;
(f) Bid prices as read out at bid opening;
(g) Name and evaluated prices of each bid that was evaluated;
(h) Name of bidder whose bids were rejected and the reasons for their rejection; and
(i) Name of the winning bidder, and price it offered, as well as the duration and summary scope of the contract awarded.
(j) DWSS will also advise the bidder that if a bidder wishes to ascertain the grounds on which its bid was not selected, it shall address its request to DWSS.

• If after publication of results of evaluation DWSS receives protests/complaints from the bidders, and if as a result of analysis of such protests DWSS changes its contract award recommendation and the Bank accepts such changes, then the revised contract recommendations containing all the above details shall be published within 2 weeks in the DWSS web site.

3.5.3 SHOPPING {Threshold (up to US$100,000) all contracts above Rs.5.00 lakh to be e-tendered}

Shopping is a procurement method based on comparing price quotations obtained from several suppliers (in case of goods) or from several contractors (in case of civil works), with a minimum of three, to assure competitive prices, and is an appropriate method for providing readily available off-the-shelf goods or
standard specification commodities of small value or simple civil works of small value.

i Requests for quotation shall indicate the description and quantity of the goods, specification of works and desired delivery (or completion) time and place (Enclosure XXIV).

ii Quotations may be submitted by letter, facsimile or by electronic means.

iii The evaluation of quotations shall follow the same principles as of open bidding. If quotations are called for more than one item, it shall also be indicated whether the evaluation would be item wise or as a package.

iv The terms of accepted offer shall be incorporated in a purchase order or brief contract. Prior approval of competent authority shall be arranged for items to be purchased or works to be undertaken with brief description, specification and estimated costs and agencies from whom quotations shall be invited.

3.5.4 Framework Agreements (FA)

A Framework Agreements (FA) is a long-term agreement with suppliers, contractors and providers of non-consulting services which sets out terms and conditions under which specific procurements (call-offs) can be made throughout the term of the agreement. FAs are generally based on prices that are either pre-agreed, or determined at the call-off stage through competition or a process allowing their revision without further competition. FAs may be permitted as an alternative to the Shopping and NCB methods for: (a) goods that can be procured off-the-shelf, or are of common use with standard specifications; (b) non-consulting services that are of a simple and non-complex nature and may be required from time to time by the same agency (or multiple agencies) of the Borrower; or (c) small value contracts for works under emergency operations. The Borrower shall submit to the Bank for its no objection the circumstances and justification for the use of an FA, the particular approach and model adopted, the procedures for selection and award, and the terms and conditions of the contracts. FAs shall not restrict foreign competition, and should be limited to a maximum duration of 3 (three) years. FA procedures applicable to the project are those of the Borrowers that have been deemed acceptable by the Bank, and shall be described in the Loan Agreement. Maximum aggregate amounts for the use of an FA shall be set in the procurement plan in accordance with risks and in no case higher than the applicable NCB maximum aggregate amounts, and shall be agreed with the Bank. FAs shall follow all guiding principles and procedures of NCB under paragraphs 3.5.2, including but not limited to the procedures for advertisement, fair and open competition, an effective and independent protest mechanism, and transparent bid evaluation and selection.
criteria. Publication of award of the FA shall follow the procedure described in paragraph 7 of Appendix 1 of Procurement Guidelines 2011.

3.5.4 **DIRECT CONTRACTING**

Direct contracting is contracting without competition (single source) and may be an appropriate method under following circumstances:

(a) An existing contract for goods or works, awarded in accordance with procedures acceptable to be the Bank, may be extended for additional goods or works of similar nature. The Bank shall be satisfied in such cases that no advantage would be obtained by further competition and that the prices of extended contract are reasonable.

(b) Standardization of equipment or space parts, to be compatible with existing equipment may justify additional purchases from the original supplier.

(c) The required equipment is proprietary and obtainable only from one source.

(d) the procurement of certain goods from a particular supplier is essential to achieve the required performance or functional guarantee of an equipment or plant or facility;

(e) in exceptional cases, such as but not limited to, in response to natural disasters and emergency situation declared by the Borrower and recognized by the Bank; and

(f) in circumstances that are in accordance with the provisions of paragraph 3.10 for procurement from UN Agencies.

3.5.5 **PROCUREMENT AT THE COMMUNITY LEVEL**

As detailed earlier the community through GPWSC will have an option to:

(i) Award of the contract on single responsibility basis

(ii) Award three contracts on a single responsibility basis each.

(iii) For the package “distribution system”, the community can procure equipments/ goods separately and carry out the installation by either the labour contributed by the community or through separate labour contracts. However for the works of OHSR and tubewells GP/GPWSC will award separate single responsibility contracts.

* Single responsibility contracting agency on turnkey basis shall be awarded the contracts in the first 2 options as detailed above. The method of procurement for appointing the contractors would be either NCB or National shopping depending upon the contractual amount of each contract.

3.6 **BIDDING DOCUMENTS**

3.6.1 Bidding documents shall have to be prepared on the basis of the standard Bidding Documents cleared with the Bank for the Project. Deviation shall not be made without prior clearance from the Bank.

3.6.2 Bidding document shall include invitation of Bids (Enclosure III); Instructions to the
Bidders; Form of Bid; Basis of bid evaluation and contract award; Form of Contract; Conditions of Contract, both general and special; Specifications and Drawings; List of Goods or Bill of Quantities; Delivery time or schedule of completion; Price Schedule; Bid Security Forms; contract Form; Performance Security Form and Advance Payment Security Form etc. Bidding document should specify the relevant factors in addition to price to be considered in the bid evaluation and the manner in which they will be applied for the purpose of determining the lowest evaluated bid.

3.6.3 Bidding documents in the case of goods shall specify what inspection and tests the purchaser requires, where and who will conduct the tests. The purchasers should notify the suppliers in writing the identity of inspection agency retained alongwith the supply order. A draft model clause for inspection and testing of samples/items to be included in the contract is attached vide Enclosure XVII.

3.6.4 Where Package and Slice procedure is followed, the clauses of submission and evaluation of bids should be modified suitably and modifications got cleared with the Bank.

3.6.5 The following formats of Bidding Documents as acceptable to World Bank shall be used for the implementation of the project:

<table>
<thead>
<tr>
<th>Description</th>
<th>Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contracts for works following ICB procedures (estimated cost &gt; US $40 million)</td>
<td>SBD for works (March 2012)</td>
</tr>
<tr>
<td>Contracts for works valued following NCB procedures with NCB conditions (estimated cost &lt; US $40 million)</td>
<td>W2 (Feb 2015)</td>
</tr>
<tr>
<td>Contractors for works following Shopping procedures (estimated cost &lt; US $100,000) [all contracts above Rs.5.00 lakh to be e-tendered]</td>
<td>W5 (March 2015)</td>
</tr>
<tr>
<td>Contracts for goods following ICB procedures (estimated cost &gt; US $3 million)</td>
<td>SBD for Goods (March 2013)</td>
</tr>
<tr>
<td>Contracts for goods following NCB procedures with NCB conditions (estimated cost &lt; US $3 million)</td>
<td>E1 (Feb 2015)</td>
</tr>
<tr>
<td>Contracts for goods following Shopping procedures (estimated cost &lt; US $100,000) [all contracts above Rs.5.00 lakh to be e-tendered]</td>
<td>E5 (March 2015)</td>
</tr>
</tbody>
</table>

3.6.6 The below noted aspects shall be complied with while inviting the bids and their evaluation:

(i) No special preference will be given to any bidder either for price or for any other terms and conditions when competing with state owned enterprises, small scale enterprises etc.

(ii) Except with prior concurrence of World Bank there will be no negotiations of price with the bidders even with the lowest evaluated bidder.

(iii) Extension of bid validity will not be allowed without prior concurrence of World Bank

(a) For the request for extension of it is longer than 4 weeks and

(b) For all subsequent requests for extension irrespective of the period.

(iv) Re-bidding will be carried out as per provisions in clause 3.14.

(v) GeM rate contract or State Controller of Stores contracts will not be acceptable as a
substitute for NCB procedure. However GeM rates will be acceptable as a substitute for shopping.

(vi) Two envelopes system will not be used (except when using e-procurement system assessed and agreed by the Bank).

(vii) No materials like pump, pipes, cement steel etc shall be supplied to contractor by DWSS

3.6.7 Guidelines as regard commercial terms of Bidding Document shall be as under:

(a) **Validity of Tenders**: Bidders shall be required to submit tender valid for period of 90 days.

(b) **Earnest Money/Bid Security**: shall be determined as 2% of the estimated amount of goods, works and a specific amount (rounded off to the nearest thousand) be indicated. The bid security shall be in the form of Demand Draft / Bankers Cheque/ Bank Guarantee from a Scheduled Bank, which should be valid for 45 days beyond validity period of bid in favour of the Executive Engineer, DWSS or GPWSC who has invited the bids. The bid security of unsuccessful bidders shall be returned within 28 days of the end of bid validity period. The bid security shall be forfeited in the event of withdrawal of bid within original validity or if the bidder does not accept the correction to the Bid Price in pursuant of provisions of Bid Document, and in the case of successful bidder if the bidder fails to sign the agreement within specified period or furnish the required performance security within specified time limit.

(c) **Performance Security Deposit**: The amount of performance security shall be 5 (five) percent of contract price plus additional security for unbalanced bids in pursuant to provisions of Bidding document in the shape of Bank Guarantee from a scheduled Bank/ certified cheque/ Bank Draft in favour of concerned Executive Engineer, DWSS valid upto 28 days after date of expiry of defects liability period/ warranty period/ warranty period, as applicable.. The performance security deposit shall be refunded within one month of the completion of supply of goods or expiry of warranty period/ defect liability period as applicable. Failure of the successful bidder to furnish performance security shall constitute a breach of contract, cause of annulment of the award, forfeiture of the bid security, and any other remedy the Employer may take under the contract, and the Employer may resort to awarding the contract to next ranked bidder.

(d) **Retention Money**: shall be deducted @ 6% from each bill subject to a maximum of 5% of final contract price. 50% of the amount retained shall be paid to the Contractor on completion of whole of work and balance 50% on expiry of defect liability period provided the Engineer has certified that all defects notified by the Engineer to the Contractor before the end of this period have been corrected. On completion of the whole work the contractor shall have the
option to substitute retention money (balance 50%) by a Bank Guarantee from a Scheduled Bank of similar amount.

(e) **Defect Liability Period:** 180 days from the date of certification of completion of work.

(f) **Delay in updated Program:** A program detailing the scheduling of the works is to be submitted at the start of the contract. An update of the program showing the actual progress achieved for each activity and the timing of the remaining work and changes in the remaining activities is required to be submitted as per the contract. Any delay in submission of an updated Program an amount to be mentioned in the contract data shall be withheld.

(g) **Liquidated damages:** Liquidated damages @ 0.10% (percent) per day (for goods) and 0.05% (percent) per day (for works) of the value of goods/works for which the delay in supply of goods/completion of works was incurred subject to a maximum of 10 (ten) percent of final contract price.

(h) **Mobilization Advance:** In respect of contracts above Rs. 45.0 lakhs, provision of mobilization advance for equipment and materials may be incorporated for civil works @ 5% of contract price against Bank Guarantee from Scheduled Bank of similar amount. The recovery shall commence from interim payments after 20% of contract price has been reached @ 20% (percent) of interim payments until such time that advance has been repaid and that too prior to the expiry of original time for completion.

(i) **Liability on Termination:** In the event of termination because of fundamental breach of contract by contractor, the provision for additional cost for completion of works shall be 20% (percent) of unexecuted works to be adjusted from the final payment of the contractor.

3.7 **SALE OF BIDDING DOCUMENTS, RECEIPT AND OPENING**

3.7.1 Bidding documents should be made available for sale till a day prior to the last date of receipt of bids, to all those who intend to participate in the bidding. A period of minimum 30 days shall be ensured from date of sale of bidding documents and receipt of bids.

3.7.2 Bidders shall be permitted to deposit their bids on any day during the bidding period either by post or in person. Bids shall be received only at one place (i.e. by the authority inviting the Bids) and shall be kept in safe custody till the stipulated time of opening.

3.7.3 Last date of receipt of bids and opening of Bids shall be the next day, following the close of sale of Bidding Documents. If the day happens to be a holiday, the last date of receipt and opening of bids shall be the next working day. The time of opening of bids shall be half an hour after the time of closure of receipt of bids. All bids received shall be opened in presence of bidder’s representatives who choose to attend and shall sign a register evidencing their attendance.

3.7.4 For MVS & SVS the bids shall be opened by “Bid Opening Committee” as defined in
3.7.5 Envelopes marked “WITHDRAWAL” shall be opened first, and the name of the bidder shall be read out. Bids for which acceptable notice of withdrawal has been submitted shall not be opened. Subsequently all envelopes marked “MODIFICATION” shall be opened and submission therein read out in appropriate detail. The bidder’s names, bid prices including any alternative Bid Price or deviations, discounts, bid modification and withdrawals and the presence or absence of bid security and such other details as considered appropriate shall be announced during opening of bids in the meeting. All cuttings and /over writings observed in the Bid Form and Price schedules shall be authenticated by the members of Bid Opening Committee by encircling and initialing the cuttings/ over –writings. The minutes of the bid opening should be prepared in the specified format (Enclosure XVI). No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder.

3.7.6 Bids and modifications that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

3.8 PREBID CONFERENCE

3.8.1 Pre bid conference should be provided where necessary and should be convened early in the bidding process (midway), but should allow sufficient time for bidders to study the bidding documents and prepare queries/ clarifications.

3.8.2 The meeting should be scheduled at about midpoint of bidding time. The purpose of meeting will be to clarify issues and bidder’s queries/questions on any matter that may be raised at this stage. Minimum post qualification criteria to be met, important provisions of the bidding document, schedule of requirements, special conditions of contract and special features of the specifications shall be explained to the prospective bidders.

3.8.3 Minutes of meeting indicating the responses given in the meeting (including an explanation of query but without identifying the source of inquiry) shall be furnished expeditiously to all those attending the meeting and subsequently to all the purchases of bidding documents, after getting the same cleared with the Bank.

3.8.4 Any modification of the bidding documents which may become necessary as a result of the prebid meeting shall be made exclusively through issuance of corrigendum (after getting the same cleared with the Bank) and not through the minutes of the prebid meeting.

3.9 PRICE ADJUSTMENT

3.9.1 Bidding documents shall state either (i) bid price will be fixed; or (ii) that price adjustment will be made to reflect any charges (upwards or downwards) in major cost components of the contract such as materials, labour, POL(fuel & lubricants), plant and machinery spares
3.9.2 Price adjustment clause shall be provided when the period of completion of works or supply of goods is more than 18 months. The total percentage of materials, labour, POL (fuel & lubricants), plant and machinery spares .components should be equal to “100”, in the formula.

3.9.3 When the stipulated period of completion of works or supply of goods is less than 18 months, prices quoted by the bidder shall be fixed during the bidders performance of the contract and not subject to variation on any account. In such cases, a bid submitted with an adjustable price quotation will be treated as non–responsive and rejected.

3.9.4 Price adjustment clause shall be provided when stipulated period of completion of works or supply of goods is more than 18 months. The total percentage of labour, materials and POL components shall be 100 in formula detailed in Enclosure IV, if ‘R’ in the formula represents the work done. In such cases where price adjustment clause has been included a bid submitted with a fixed price quotation will not be rejected, and the price adjustment shall be treated as zero.

3.9.5 The contract price shall be adjusted for increase or decrease in the rates and price of labour, materials, fuels and lubricants in accordance with following principles and procedures and as per formula given in the Enclosure IV.

(a) The price adjustment shall apply for the works done from the start date given in the contract data upto the end of initial intended completion date or extension granted by the Engineer and shall not apply to the work carried out beyond the stipulated time for reasons attributable to the contractor.

(b) The price adjustment shall be determined during each quarter from the formula given in the Enclosure IV.

(c) Following expression of meanings are assigned to the work done during each quarter.

\[ R = \text{Total value of work done during the quarter. It would include the amount of secured advance for materials paid for (if any) during the quarter, less the amount of the secured advance recovered, during the quarter. It shall exclude value of works executed under variation for which price adjustment shall be worked separately based on the terms mutually agreed.} \]

3.9.6 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provision of formula vide Enclosure IV or other clauses of the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.

3.10 EVALUATION OF BIDS

3.10.1 Before proceeding for evaluation, it shall be ascertained whether the bids:
(i) meet the eligibility requirements
(ii) have been properly signed
(iii) are accompanied by the required authorization/ undertaking
(iv) are accompanied by the required securities.
(v) are substantially responsive to the requirements of bidding documents.
(vi) provides any clarification and or substantiation that the Employer is required to determine the responsiveness; and
(vii) are otherwise generally in order.

If a bid is not substantially responsive, that is, it contains material deviation from or reservation to the terms, conditions and specifications in the bidding documents, it should not be considered further. The bidder must not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

3.10.2 The Employer may waive any minor informality or unconformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder. In those cases for the purposes of evaluation, adjustments should be made for the costs to the Employer of any quantifiable non-material deviation or reservations.

3.10.3 A substantially response bid is one which conforms to all the terms and conditions of bidding document without material deviations. The determination of a bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. A substantially response bid for works refers to: “A substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the bidder’s obligations under the contract; or (iii) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.”

A substantially responsive bid for goods shall refer to:
“Deviations from or objections or reservations to critical provision such as those concerning performance security (GCC Clause 7), warranty (GCC Clause 15), Force majeure (GCC Clause 25), Limitation of liability (GCC Clause 29), Applicable laws (GCC Clause 30), and taxes and duties (GCC Clause 32) will deemed to be a material deviation.”

(The above clauses refers to Standards Bidding Documents of the World Bank)
3.10.4 No bidder should be requested or permitted to alter his bid after the bid has been opened. In order to evaluate his bid, if any, clarification is required, the same can be called. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

3.10.5 No preferential treatment should be given to any bidder or class of bidders either for price or for condition unless specifically cleared with the Bank and stipulated in the Project Agreement. Any procedure under which bids above or below a pre-determined assessment of bid values are automatically disqualified, is not applicable.

3.10.6 The evaluation will exclude and not take into account any allowance for price adjustment during the period of execution of the contract.

3.10.7 A bidder should not be required as a condition of award to undertake responsibilities for work not stipulated in the specifications or otherwise to modify his bid.

3.11 SINGLE BIDS Where only one bid is received, efforts should be made to ascertain the reasons. If it is determined that publicity was not adequate, bid specification or any of the terms were restrictive or unclear, the bid shall be cancelled and invited afresh after amending the specifications/ terms.

If however, it is determined that bid specifications are not restrictive and prices quoted are reasonable and bid is technically and commercially responsive, the single bid shall be considered for award.

3.12 OTHER FACTOR’S IN BIDDING PROCESS

3.12.1 In the case of civil works, if the bid of the successful bidder is seriously unbalanced in relation to DSR/ cost of work as assessed, Performance Security should be increased to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful bidder under the contract.

3.12.2 If the contract is being let on a ‘Slice and Package” basis, the lowest evaluated bid price (the combined cost of all the lots) will be determined in conjunction with other contracts to be awarded concurrently taking into account any discounts offered by the bidders for the award of more than one contract.

3.12.3. If extension of bid validity is required, it should be sought from all bidders before stipulated expiration date (for valid bids only) and not from the lowest alone and the Bank notified accordingly. The extension shall be for the minimum period required to complete the evaluation. In the case of fixed priced contracts, if the award is delayed beyond initial validity period of the initial bid validity, the contract price will be adjusted by a factor (as also stipulated in the bid documents) specified in the request for extension. Banks prior concurrence is required if the extension is larger than 4 weeks beyond the original validity.
3.13  **AWARD OF CONTRACT**

3.13.1 Contract shall be awarded to a bidder, whose bid has been determined to be substantially responsive and who has offered the lowest evaluated price provided further that the bidder is determined to be qualified to perform the contract satisfactorily and meets the qualification criteria specified in bidding document.

3.13.2 If the lowest evaluated bidder (in the same name and style) does not meet the qualification criteria, his bid should be rejected and a similar determination should be made for the next lowest evaluated bidder, the process continued, if necessary.

3.13.3 **Bids should be rejected in case any required information & documents (even if historical in nature) are not submitted with Bids.**

3.13.4 Where considered necessary verifying the information independently be undertaken before considering rejection of lowest offers for non-submission of some information.

3.13.5 To qualify for a package of contracts made of other contracts for which bids are invited, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

3.14  **REJECTION OF BIDS**

3.14.1 Regardless of value, procedure for rebidding shall be followed as under:

   a) In case no bid is received in first round of bidding, the Superintending Engineer is competent to approve the re-invitation of bids for the contracts falling in post review category.

   b) In case no bid is received in second round of bidding, requisite NOC for re-bidding shall be provided by the Chief Engineer of concerned wing for the contracts falling in post review category.

   c) In case bids are proposed to be rejected, requisite NOC proposal for rebidding duly recommended by the Chief Engineer concerned with justification shall be routed through HoD on format (Enclosure XXVII of Procurement Manual) for seeking NOC from World Bank for re-invitation as per World Bank Guidelines/Procedures only for prior review cases. For non prior review cases, HoD shall be competent to grant NOC upon clear recommendation and justification from concerned CE.

3.14.2 (a) In case of civil works, the system of rejecting bids outside a pre-determined margin or “bracket” of prices shall not be used.

   (b) In the case of receipt of unreasonably high prices, the bidders shall be requested to furnish breakdown of unit rates providing justification for higher bid prices. If the
justification, after review, is determined rational, contract should be awarded to the lowest evaluated responsive bidder. If not, these bidders shall be declared as ineligible from bidding in the re-bid for that contract.

3.15 **SUBCONTRACTING IN CIVIL WORKS**

3.15.1 All bidders are required to indicate clearly in the bids, if they propose sub contracting elements of works amounting to more than 20 (twenty) percent of the Bid Price. For each such proposal the qualification and experience of the identified sub –contractor in relevant field shall be furnished alongwith the bid to enable the Employer to satisfy himself about their qualification before agreeing for such sub contracting and inclusion in the contract.

3.15.2 The contractor shall not be required to obtain any consent of the Employer in respect of following in the event of having furnished information under para 3.15.1 above:

(a) the sub contracting any part of works for which the Sub Contractor is named in the contract;

(b) the provision of labour; and

(c) The purchase of materials which are made in accordance with the standards specified in the contract.

3.15.3 Beyond above, if the Contractor proposes sub contracting of any part of work during execution of works, because of unforeseen circumstances to enable him to complete the work as per terms of the contract, the following principles shall be followed by the Engineer before agreeing to the proposal of contract;  
- The contractor shall not sub-contract the whole of the works.  
- The contractor shall not sub-contract any part of the work without the consent of the engineer.

- The Engineer shall satisfy:

(a) whether circumstances warrant such sub-contracting, and

(b) the sub–contractor so proposed possess the necessary experience, qualification and equipment for the job proposed to be entrusted to him in accordance with the quantum of work to be sub contracted.

(c) Any consent by the Engineer shall not relieve the contractor from any liability or obligation under the contractor, and he shall be responsible for the acts, defaults and neglects of his sub contractor, his agents or workmen as fully as if they were the acts, defaults or neglects of the contractor, his agents or workmen. This should be clarified to the contractor while conveying the acceptance of sub-contract.

3.15.4 If payments are proposed to be made directly to the sub–contractor, this should be agreed only subject to specific authorization by the prime contractor so that this arrangement does not alter the contractor’s obligations.

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3.16 Resolution of Disputes

3.16.1 There can be a number of possible causes of dispute during the execution of contract and may involve:

i. Interpretation of the terms and conditions of the contract.
ii. Delay in delivery/completion of work.
iii. Delay in handing over possession of site.
iv. Delay in release of payment.
v. Rates of the items, variation in civil works construct.
vi. Condition of the items on arrival at consignee site and after delivery.
vii. Design and specification issues.

As far as possible, dispute may be resolved with mutual agreement between the Employer and contractor to avoid going through arbitration and litigation stages.

3.16.2 Adjudicator: In case of contracts above value of US$ 100,000 equivalent, the provision of an Adjudicator shall be included. Draft letter of appointment of Adjudicator for civil work contracts is appended at Enclosure XV. The fee payable to the Adjudicator for each day of visit to the work site may generally be not less than Rs. 3000/- or as stipulated in the agreement. The decision by the Adjudicator will be given in 28 days and his decision will be final if both the parties do not refer the decision of the Adjudicator to an arbitrator within 28 days of the Adjudicator’s written decision.

3.16.3 Arbitration: In case of dispute or difference between the Employer and contractor relating to any matter arising out of or connected with agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of 3 (three) Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the presiding Arbitrator shall be appointed by the Indian Council of Arbitration. Where the value of contract is Rs. 5.00 crore and below, the dispute or difference arising shall be referred to the sole Arbitrator who shall be appointed by agreement between the parties, failing such agreement, by the Indian Council of Arbitration.

3.17 Extension of Contract

Normally contract once awarded should not be extended. Under exceptional circumstances, extension of existing contracts upto 15 percent of the original contract value may be considered, it is justifiable on grounds, subject to approval of the competent authority as per
delegation of powers. Prior approval of the Bank will need to be taken in case the cumulative value of the variations exceeds 15% of the original cost.

3.18 LAW GOVERNING THE CONTRACT

3.18.1 The contract shall be governed by the laws of India in force.

3.19 BILL OF QUANTITIES (BOQ)

3.19.1 Bill of quantities format shall include description of items (with brief specification and reference to Book of Specification where applicable), quantity, unit, rate (both in figures and words) and amount.

3.19.2 Unit rates and prices shall be quoted by the Bidder in Indian Rupees. Amount shall be worked out for the specified quantity at quoted unit rate and price. Where there is a discrepancy between the rates in figures and words, the rates in words will govern. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern.

3.19.3 Item for which no rate or price has been entered into by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the bill of quantities.

3.19.4 Bidders may quote speculative/ non-competitive prices for items with zero quantity in BOQ as this will not affect the bid evaluation. Hence no item with nil quantity shall be entered in the BOQ.

3.20 COMPLAINT REDRESSAL MECHANISM (ALSO APPLICABLE TO PROCUREMENT OF SERVICES)

In order to deal with the complaints from the contractors / suppliers and public effectively, a complaint handling mechanism shall be set up at the State level as well as at district level, and immediate action shall be initiated on receipt of complaints to redress the grievances. All complaints shall be handled at a level higher than that of the level at which the procurement process is being undertaken and the allegation made in the complaints should be thoroughly enquired into, and if found correct, appropriate remedial measures shall be taken by the appropriate authorities. A register of the complaint redressal shall be prepared at each level and shall contain the following information:

- Serial Number of the complaints
- Date on which the complaint was made
- Particular of the person making the complaint
- Nature of the complaint
- Complaint against whom if against a person
- Detail of action taken and subsequent follow ups specifying on which date the action was taken
- Whether the complaint has been satisfied if not why.
- Action taken against the guilty
• General remarks

Subsequently an online database will be created which will be regularly updated and which would be capable of creating online reports for the purpose of the monitoring. DWSS will announce on its website about having in place a complaint redressal mechanism. In case any individual officer/staff is found responsible, suitable disciplinary proceedings shall be initiated against such officer/staff. This register shall also be subject to concurrent audit by the chartered accountants engaged as concurrent auditor’s.

3.22 CONSULTATION WITH AND INFORMATION TO THE BANK

3.22.1 For all agreements requiring prior review as well as for those which would increase the value of contract to the prior review threshold and above, before agreeing to any material modification or waiving of the terms and conditions, or granting a material extension of the stipulated time for performance of such contract, or issuing any change order under a contract, which would in aggregate increase the original amount of work by more than 15% of the contract price, Banks clearance shall have to be obtained. Format for seeking Bank’s clearance is Enclosure XI.

3.22.2 Copies of agreements for the Post Review Contracts (disbursement claimed on SOEs) are not to be forwarded to the Bank. However, the information shall be compiled at the Divisional level in form 1-A (Enclosure XII) by Superintending Engineer’s for the Divisions under their jurisdiction and sent to the Bank through the HoD when so required by the Bank. These may also be reviewed selectively by visiting Banks Supervision Mission or otherwise.

3.22.3 Information on the value of works executed on Force Account shall be complied at the Divisional level in Form I-B (Enclosure XIII) by Superintending Engineer’s for the Divisions under their jurisdiction and sent to Bank through the HoD.

3.22.4 Information on the value of procurement made under shopping procedure shall be complied at Division level in Form I-C (Enclosure XIV) by Superintending Engineer’s for the Divisions under their jurisdiction and sent to the Bank through the HoD.

3.22.5 Where the disclosure is to be made on UNDB and dg market, the required information may be sent by HoD to the bank for publishing in the UNDB and dg market.
CHAPTER IV
COMMUNITY PROCUREMENT

4.1 CONCEPT Growing awareness of community participation in the works from planning to implementation and post implementation can help in smooth operation and maintenance and successful implementation of the project. Institutional capacity of community plays a major role for effective community participation in procurement, implementation, operation and maintenance of rural water supply and sanitation program. Capacity building activities need to be undertaken in order to build and sharpen their existing skills for management and for sustaining all activities related to project implementation completion, operation and maintenance.

4.2 BENEFITS OF COMMUNITY PROCUREMENT The benefits of involving community in procurement includes:

- Enhancing community ownership
- Increasing capacity of the community
- Generating employment and economic opportunities within the community.
- Lessening the burden of procurement on Government implementing agencies. The merits of community procurement refers to:
  - Ownership by the community
  - Command over the entire process
  - Sharing of capital investment of the project
  - Simplicity
  - Useful in operation and maintenance

It needs to be noted that community involved procurement, must not compromise with the principles of competitiveness and transparency of the process. It is planned to suit the capacity of the community in rural environment.

4.3 KEY RULES OF COMMUNITY PROCUREMENT
Following rules shall be observed and complied with during the procurement of works and goods:

- **Transparency:** All procurement procedures must be carried in an open and transparent manner displaying all the details of procurement at prominent places in the villages.

- **Equal opportunity to all Suppliers:** Equal opportunity must be given to all suppliers interested in supplying items to GPWSC and uniform evaluation procedures must be adopted.

- **Accountability:** Any office bearer or committee member of GPWSC undertaking procurement function remains accountable for all decisions and actions taken.
• **Ensuring value of money:** Items procured should meet the required technical specifications and the quality standards, and must be arranged at reasonable prices.

• **Avoid procurement of item from Friends and Relatives:** Procuring items from close relatives and friends of any of the office bearers of the GPWSC must be avoided.

• **No undue benefits for anyone:** No members of the GPWSC shall accept directly or indirectly any undue benefits or advantages on account of a procurement action.

• **Equal Pay for Equal work:** There should not be any distinction of wages between male and female workers and other benefits.

### 4.4 REQUIREMENTS OF COMMUNITY PROCUREMENT

- **Quality Assurance:** Procurement of goods and materials having ISI certification from authorized vendors of manufacturers shall be the first step in obtaining prescribed quality of goods/materials.

- **Quantity Assurance:** Quantities strictly required to execute the work satisfactorily shall always be worked out prior to scheduling the procurement. Purchase of excess goods/materials always results in loss and wastage.

- **Timing:** Appropriate timing of delivery of goods/materials matching with commencement and completion of work shall always be adhered to. Any gap might lead to either excess holding of material or to delay the completion of work, which may result in cost over-run, adversely affecting the financial viability of the project.

- **Rates:** The rates for materials, goods to be procured should be reasonable and commensurate with quality and comparable with purchases being affected for similar projects.

### 4.5 PROCUREMENT OF WORKS BY COMMUNITY

**4.5.1** In the implementation of SV Schemes and intra village component of MV Schemes DWSS shall act, as ‘facilitator’ and responsibility for execution of works shall be mainly that of GPWSC.

**4.5.2** The technical and professional support shall be provided to the GPWSC by DWSS at all stages including preparing of bid documents, specifications, evaluation of bids, inspection of equipment, implementation of works, financial and technical audit.

**4.5.3** The implementation of works of common infrastructure component in MVS would be the responsibility of DWSS.

**4.5.4** The following principles shall be followed for procurement of works by GPWSC under the project:

1. **In case of Multi village schemes**

   All components of common facilities in a multi village scheme will be
implemented by SLC with the technical support of DWSS. Separate contracts for intra village work in multi village schemes will be implemented by GPWSC either through single responsibility contracts or by procuring pipes separately. Large surface water schemes will be contracted by DWSS.

2. **In case of Single village schemes**
   
i. In the implementation of SV Schemes and intra village component of MV Schemes DWSS shall act, as ‘facilitator’ and responsibility for execution of works shall be mainly that of GPWSC.

   ii. For procurement of works by GPWSC a single contracting agency may be engaged and will be responsible for carrying out all components of works (Except providing and laying water supply distribution system) on single responsibility basis. In such case the procurement of goods will be responsibility of the contractor engaged on single responsibility basis.

   iii. The GPWSC shall also have the option to split up or slice the procurement of work depending on nature of work i.e.
   
   - Boring and installation of tube well and Supply and installation of pumping machinery in case of tubewell based water supply system and Inlet channel and other civil structures of Head Works along with pumping machinery in case of canal based water supply system
   - Construction of OHSR.
   - Providing and laying of water supply distribution system.

   However, bids for all the components will be invited on turnkey basis. Each contracting agency will carry out the assigned work and hand it over to GPWSC

   iv. The GPWSC will also have the option to procure the pipes (for water supply distribution system) at their own level and either install them using the community labour or award the labour contract to the contractor.

   v. However for the works of OHSR & civil works, Boring and installation of tube well and Supply and installation of pumping machinery in case of tubewell based water supply system and Inlet channel and other civil structures of Head Works along with pumping machinery in case of canal based water supply system, GPWSC shall implement by awarding contract on single responsibility basis.

   vi. All contracts given on single contracting basis the supply of cement, steel, construction materials shall be the responsibility of the contractor and GPWSC will not procure them separately.

   vii. All such options for procurement of goods, works and services shall be explained
by DWSS to the community at planning stage to facilitate decision of option by GPWSC. However, the technical and professional support shall be provided to the GPWSC by DWSS at all stages including preparation of bid document, specifications, evaluation of bids, inspection of equipment and/or implementation of works.

viii GPWSC will directly enter into contract with contractors, and will use the bidding document agreed with the Bank and will be made available to them by DWSS.

4.5.5 When implementing the schemes by participation of community, the total requirement of procurement of goods shall preferably be done in one or more lots. Number of lots may vary depending upon the requirement over the next six months and capacity of the vendors/suppliers. Market survey is the simplest method that should be undertaken by the community for procurement of goods. Procurement of simple engineering works, other than specialized works would be done by hiring labour or on single contracting basis. Specialized works such overhead service reservoir (OHSR) and drilling of Tubewells shall be procured through NCB or shopping depending upon the threshold limits.

4.6 PROCEDURE FOR PROCUREMENT

Formulation of Procurement Sub Committee (for Goods) (PSC)

4.6.1 A three member Procurement Sub Committee (PSC) shall be formed by GPWSC by nominating three of its members with the approval of general body of the users group in Performa A (at XVIII) and submit a copy this resolution to GP and DWSS. The resolution shall also be recorded in GPWSC register. The DWSS shall nominate one SDE for assisting the Procurement Sub Committee (PSC) as facilitator. Copies of such resolution in Performa–B (at Annexure XIX) shall be sent to GP and GPWSC.

4.6.2 Procurement Plan shall be prepared from the contents of approved Detailed Project Report (DPR) in Format-I for goods (Enclosure XX) and Format–II for works (Enclosure XXI) in consultation with representation of DWSS.

4.7 PROCUREMENT OF GOODS

4.7.1 Procurement of goods in appropriate amount and at the right time is essential for the completion of any project within scheduled time. Procurement at GPWSC level shall be through shopping in which quantity of goods shall be purchased in such amounts, which are required immediately. This would minimize wastage due to lack of proper storage system. Procurement of each lot shall be done following the steps given below:

- Obtain sealed quotations from authorized dealers of goods with ISI Certification (where possible and available) in the selected markets (minimum 3 quotations).

- Opening of sealed quotations before GPWSC by PSC.
• Preparation of comparative statement of rates quoted and selection of the lowest evaluated responsive bidder.
• Finalization of rates and release of purchase order.

4.7.2 Selection of Market: Selection of market should be done before obtaining the sealed quotations and recorded in Performa-C (Part I) at Enclosure XXII.

4.7.3 Collection of Quotations: The rates of materials shall be obtained in Bill of Quantities (BOQ) attached as Appendix and recorded in Performa –C (Part II) at Enclosure XXIII. Following precautions shall be taken while obtaining sealed quotations:
• Format of Performa Invoice for all lots should be same.
• Quotation Notice (format at Enclosure XXIV) shall contain description of item including reference to BIS Code.; quantity and delivery period, destination; mode of payment and guarantee period.
• For goods wherever possible ISI certification should be mandatory.
• Firms/Sellers shall quote the rate inclusive of all taxes and duties etc. with Sales Tax added separately on the letter head of the their firm mentioning the name, address, telephone/ Fax No. and sales tax no. etc.
• Quotation shall be addressed to GPWSC and signed with date by the owner / representative of owner of the firm.
• Quotation shall detail the guarantee period of each items/ goods.

Information for the materials /goods to be purchased on quotation shall be tabulate in the following manner:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Materials (Indicate relevant BIS Code where applicable)</th>
<th>Quantity (No./metre/weight…)</th>
<th>Rate (Rs.)</th>
<th>Total Amount (Rs.)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
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<td>……….</td>
</tr>
</tbody>
</table>

4.7.4 Evaluation and Comparison of Bids: The evaluation and comparison of bids shall be on the basis of free delivery at destination with prices including insurance to the place of destination (if applicable) but excluding sales tax/VAT. The GPWSC shall prepare a detailed report on the evaluation and comparison of bids setting forth the specific reasons on which the recommendation is based for the award of the supply order. The GPWSC shall finalize their recommendation in
Performa –C (Part –III) at Enclosure XXV and pass a Resolution for Procurement of Goods at Enclosure XXVI.

4.7.5 **Approval for Procurement of Goods:** The purchase committee of the GPWSC shall submit all the related documents viz market survey and recommendation Performa-C (Part I, II and III) and all quotations to executive committee of GPWSC for approval and necessary action. The Executive committee shall examine rates quoted in quotations for materials and approve the procurement. The same should also be minuted in the minute book of the GPWSC. If the proposed rates are unreasonable and exceed the ceiling rates, it would be referred back to the purchase committee of GPWSC for reconsideration and the purchase committee of GPWSC would consider it in the light of observations made by executive committee and submit reconsidered/revised proposal for approval.

4.7.5 **Purchase Orders:** After due approvals, the GPWSC (assisted by Procurement Sub Committee) shall place purchase order with the selected firm.

4.7.6 **Receipt and Payment of Supplier Bill** Goods received against the order placed by President, GPWSC in accordance with the procedure outlined above shall be entered in the site account of the work. The Engineer of DWSS, nominated as Facilitator on Procurement Sub Committee along with members of Procurement Sub Committee shall acknowledge the materials thus received and shall also record it on the body of the invoice. The supplier shall attach the receipted invoice with the bill in duplicate and present it for payment. After receipt of above noted bill from supplier, the Engineer of DWSS shall verify the materials in accordance with specifications mentioned in the purchase order as well as brand of the materials along with members of Procurement Sub Committee (PSC). All the members shall record a certificate as given below in token of the verification of bill:

> “Certified that the materials have been received as mentioned in the Bill and verified as per specifications and brand name (if any) mentioned there in and found correct.”

On the basis of the verification certificate mentioned above the President, GPWSC shall draw cheque or draft in favour of the supplier from the bank account of GPWSC. The cheque will be signed by the President and Treasurer of GPWSC as per rules prescribed by Govt. of Punjab and handed over or dispatched to supplier.

A schematic diagram depicting these method is given below:

<table>
<thead>
<tr>
<th>Goods</th>
<th>Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Survey</td>
<td>Specialised Works</td>
</tr>
<tr>
<td>Procurement in one or more lots</td>
<td>Single contracting agency NCB/Shopping</td>
</tr>
<tr>
<td>Community Labour</td>
<td>Community Procurement</td>
</tr>
<tr>
<td>Simple Engg. Works(Distribution and pumping Machinery)</td>
<td>Single contracting agency NCB/Shopping</td>
</tr>
</tbody>
</table>

A schematic diagram depicting these method is given below:

![Schematic Diagram](image_url)
4.8 PROCUREMENT OF WORKS BY GPWSC

4.8.1 Engineering works like excavation in earthwork, laying of pile line for water supply distribution etc. may be executed by engaging skilled and unskilled labour as well as support persons on daily wages on muster roll at rates as approved by the Deputy Commissioner as per procedure prescribed in PWD Code, Manual of Orders which shall be explained to GPWSC by SDE of DWSS or his representative. The Community shall carry out the work directly by local technician like mason, plumber, blacksmith etc. and procuring materials as per procedure described in foregoing paras and supervise the construction work and ensure its quality and quantity with the assistance of Engineer of DWSS.

4.8.2 If decided by GPWSC such works shall be executed by an agency (contractor) for which the quotations shall be invited from contractors having previous experience in the execution of similar works. Details and procedures given in Banks Standard Documents viz. W-5 and W-6 shall be followed.

4.9 QUALITY CONTROL AT GPWSC LEVEL

Simple methods for exercising tests and checks for different goods/ materials like bricks, sand, aggregates, cement, steel, pipes etc. required for works at community level shall explained and demonstrated by Engineer of DWSS and later shall be implemented by the GPWSC to ensure that all the materials supplied conform to specification and have ISI certification and works as executed conform to the prescribed specification.

4.10 SOCIAL AUDIT COMMITTEE

The GPWSC shall directly constitute a Social Audit Committee with five members for the implementation period and for period of 2 year each during operation and maintenance period. The Committee members:

- Should be respectable member of the community and on whom the poor have faith.
- Not immediately related to the GP or GPWSC members.
- Should not be members of any of the decision making Committees.
- At least three members should be from target population.

The Social Audit Committee shall perform the following functions:

i) Ensure that all the Committee’s follow provisions of Procurement Manual.

ii) Report any violation or deviation of rules to GPWSC

iii) Monitor the adherence of project principles and rules in the selection of beneficiaries, implementation of sub projects and all decisions of GPWSC.

iv) Ensure that the capital share has been provided by the beneficiaries including user charges.

4.11 The disclosure requirement for NCB/shopping will be same as discussed in chapter 3 under
NCB & Shopping procedures in addition to that the Social Audit committee shall display the following information on the notice board of the village in case of NCB

- Name of each bidders who submitted the bid
- bid prices as read out at bid opening
- name and evaluated prices of each bid that was evaluated
- name of bidders whose bids were rejected and the reasons for their rejection; and
- name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded

4.12 Similarly in case of NS it should be disclosed in the notice board of the village the persons from whom the quotation were invited, the rates offered and the person who was allotted the work

******
5.1 **GENERAL**

The expression “consulting services” defines services of an intellectual and advisory nature provided by the Consultants using their professional skills to study, design and organize specific projects, advise clients, conduct training and transfer knowledge. Consultants are engaged for the following reasons:

(i) Consultant offer more efficient allocation of resources by providing specialized services for limited amounts of time without any obligation of permanent employment on the part of Client.

(ii) Consultant, engaged for their superior knowledge, transfer skills and upgrade the knowledge base of their clients while executing the assignment. Knowledge transfer from Consultants to Client forms an important part of the assignment.

(iii) Consultants can offer independent advice to their client on the most suitable approaches, methodologies, and solution for their projects. Consultant services in Bank funded projects should satisfy the following requirements:

- Meet the highest standards of quality and efficiency and
- Be unbiased, that is, delivered by a consultant acting independently from any affiliation, economic or otherwise, which may cause conflicts between the consultant’s interest and those of the client;

Independence may be the most important asset offered by Consultants. It allows consultants to choose technologies and products from a range of contractors and suppliers to satisfy the needs of the Clients and to protect its interests:

Consultancy services in Bank Projects may be grouped as under:

<table>
<thead>
<tr>
<th>Preparation services</th>
<th>Implementation services</th>
<th>Advisory services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sector studies</td>
<td>Tender Documents</td>
<td>Policy and strategy</td>
</tr>
<tr>
<td>Master plans</td>
<td>Procurement assistance</td>
<td>Re-organization/ Privatization</td>
</tr>
<tr>
<td>Feasibility studies</td>
<td>Construction supervision</td>
<td>Institutional building</td>
</tr>
<tr>
<td>Design studies</td>
<td>Project management</td>
<td>Training/ Knowledge transfer</td>
</tr>
<tr>
<td></td>
<td>Quality management</td>
<td>Management Advice</td>
</tr>
<tr>
<td></td>
<td>Commissioning</td>
<td>Technical / Operating Advice</td>
</tr>
</tbody>
</table>
The Selection of consultants is guided by the following principles:

- High quality of services;
- Economy and efficiency;
- Competition among qualified consultants from all eligible countries;
- Participation of national consultants; and
- Transparency in the selection process.

The DWSS (Borrower/Employer) shall be responsible for selecting, evaluating, awarding and supervising the performance of consultant under the assignment.

5.2 **PROCEDURE**

5.2.1 The steps involved in the selection of a Consultant for any consultancy services refer to:

- Preparation of Terms of References (TOR)
- Preparation of cost Estimate and Budget of the assignment
- Advertising for wide publicity for seeking expression of interest (EOI)
- Preparation of short listing of Consultants for the assignment
- Preparation and issue of the Request for Proposal (RFP) containing Letter of Invitation, Information to Consultants and Proposed Contract
- Receipt of Proposal from Consultants
- Evaluation of technical proposal: consideration of quality
- Evaluation of financial proposal: cost evaluation
- Final evaluation of quality and cost; and
- Negotiation and award of the contract to the selected firms;
- Publication of award on website and debriefing of unsuccessful consultants.

5.2.2 The Terms of Reference (TOR) should include:

- A precise statement of objectives;
- An outline of the task to be carried out;
- A schedule for completion of tasks;
- The support / inputs provided by the client i.e. DWSS/ GPWSC
- The final outputs that will be required of the consultant;
- Composition of Review Committee (not more than three numbers) to monitor the consultant’s works and procedure for; and
- Mid term review and reports required from consultants;
- List of key professionals whose CV and experience would be evaluated.

5.2.3 The Cost Estimates or Budget should be based on DWSS/GPWSC assessment of the resources needed to carry out the assignment; staff time; logistic support; and physical
inputs e.g. vehicles and laboratory equipment. Cost shall be divided into two broad categories; (a) fee or remuneration and (b) reimbursable; and further divided into local and foreign currency.

5.2.4 Advertising seeking Expression of Interest (EOI) for short listing shall be published in:
- UNDB (UNDB online dg Market) - for all contracts estimated to cost US$ 300,000 or more.
- National Newspapers
- International Newspapers and Technical Magazines where ever necessary.

5.2.5 Short Listing
DWSS/ GPWSC are responsible for preparation of the short list and give first consideration to those firms expressing interest which possess the relevant qualification. The short list shall comprise of six firms with a wide geographic spread, with not more than two firms from any one country and atleast one firm from a developing country, unless qualified firms from developing countries are not identifiable. The short list can comprise of entirely national consultants, if the value of assignment is less than US $ 8,000,000 however, if foreign firms have expressed interest, they shall not be excluded from consideration.

5.2.6 Government owned enterprises in India may participate only if they can establish that they:
- are legally and financially autonomous; and
- operate under commercial law

5.3 SELECTION METHODS
5.3.1 The methods for selection of Consultants include:
- Quality and Cost Based Selection (QCBS);
- Quality Based Selection (QBS);
- Selection under a Fixed Budget (FBS);
- Least Cost Selection (LCS);
- Selection Based on Consultants Qualification (CQ);
- Single Source Selection (SSS); and
- Commercial Practices (CP)
- Individual Consultant (IC)

The choice of the appropriate method of selection is related to the nature, size, complexity, likely impact of the assignment, technical and financial considerations, and particular circumstances. It is therefore necessary to carefully define the assignment, particularly the objectives and scope of the services, before deciding on the selection method.
5.3.2 Quality and Cost Based Selection (QCBS)

(I) Quality and Cost Based Selection (QCBS) is a method based on the quality of the proposals and the cost of services to be provided. This method is appropriate when:

- the scope of work assignment is precisely defined and the TOR are well specified and clear; and
- an estimate with reasonable precision for the staff time as well as the other inputs and cost required of the Consultants can be assessed.

(II) The QCBS is appropriate for assignments such as:

- Feasibility studies and designs;
- Preparation of bidding documents and detailed designs;
- Supervision of construction of works and installation of equipment;
- Technical assistance services and institutional development of Client agencies; and
- Procurement and inspection services.

(III) Under QCBS, the technical and financial proposals are submitted simultaneously in separate sealed envelopes (two-envelope systems). Evaluation of proposals is carried out in two stages: (1) quality; and (2) cost. The technical envelopes are opened by a Committee of officials of Client immediately after closing time for submission of proposal; the financial proposals remain sealed and shall be deposited with reputable public auditor or independent authority until they are opened publicly. The financial envelopes of those consultants who submitted responsive technical proposals meeting the minimum qualifying mark are opened in the presence of the Consultants or their representatives. The combined evaluation is carried out by weighing and adding the quality and the cost scores, and the Consultant having the highest comprised score is invited for negotiations. Since price is a factor of selection, staff rates and other unit rates shall not be negotiated.

(IV) QCBS permits the Client to select a preferred trade-off between cost and quality and the benefit from prices competition, even if only to a limited extent. Transparency is increased under QCBS with public opening of the financial proposals. The contract negotiations will be easier because of the limited scope of financial negotiations.

5.3.3 Quality Based Selection (QBS)

(I) Quality Based Selection (QBS) is based on an evaluation of the quality of the proposals and the subsequent negotiation of the financial proposal and contract with the consultant who submitted the highest ranked technical proposal. QBS is appropriate if:

- the downstream impact of the assignment is so large that the quality of services becomes of
overriding importance for the outcome of the project;

- the scope of work of the assignment and TOR are difficult to define and there is need to select among innovative solutions;
- the assignment can be carried out in substantially different ways such that cost proposal may not easily be comparable; and
- the introduction of cost as a factor of selection renders competition unfair.

(II) **QBS should be adopted for assignment such as:**

- Complex country sector and multi disciplinary investment studies.
- Strategic studies in new fields of policy and reforms
- Master plans, complex pre-feasibility and feasibility studies and design of complex projects.
- Assignments in which traditional consultants, non government organization (NGO) and/or a U.N. agencies compete

(III) Under QBS the Client may request submission of technical proposals only. After receiving the Bank no objection for the technical evaluation report, the Consultant with highest rendering technical proposal is invited to present its financial proposal. However, the Client may wish the financial proposals to be submitted at the same time as the technical proposals but in separate envelope (two-envelope system). In that case, financial proposals should be kept safely until the Bank’s no-objection to the technical evaluation is received. Only the financial proposal of winning consultant is opened; the others returned un-opened after negotiations with the winning firm are successfully concluded.

(IV) The staff effort indicated by the consultant may differ considerably from the Client’s estimate depending on the particular methodology adopted by the consultant. Since TOR of assignments under QBS are generally less defined and relatively more complex than QCBS. Contract negotiations with the winning consultant may be lengthy and complicated.

### 5.3.4 Selection under Fixed Budget (FBS)

(I) Selection under a Fixed Budget (FBS) is based on disclosing the available budget to invited consultants in RFP and selecting the consultant with the highest – ranking technical proposal within the budget. It needs to be ensured that budget is compatible with the TOR and that consultant will be able to perform the tasks within the budget. FBS is appropriate only when:

- the budget is fixed and cannot be exceeded;
- the TOR are precisely defined; and
- the time and staff month effort required from the Consultant can be assessed with precision.
To reduce the financial risk for consultant and to avoid receiving unacceptable technical proposals or no technical proposals at all, FBS must be used for well defined and simple assignments with a low financial risk for the consultants. Typical assignments awarded under FBS are:

- sector studies, market studies, and surveys of limited scope;
- simple pre-feasibility studies and review of existing feasibility studies;
- review of existing technical design and bidding documents; and
- project identification for which the level of detail can be matched with the available funds

Under FBS, Consultants are requested to submit their technical and financial proposals in separate envelopes. Technical proposals are evaluated first, using same procedure as for QCBS and QBS, then the financial envelopes are opened in public. In case a proposal does not cover minor technical aspects included in the TOR, the Client calculates the evaluated price of that proposal by adding to the offered price the estimated cost of the missing activities or items. Proposals that exceed the indicated budget after adjustments and corrections are discarded. The Consultant, who has submitted the highest ranked technical proposal among the remaining proposals, is selected.

Since the budget is predetermined, the Consultants TOR cannot change substantially, and technical negotiations shall cover minor aspects. Financial negotiation will not include discussion of remuneration rates and of other unit rates, but only minor rearrangements of activities and staff compatibility with the plan of work and clarification of any tax liability.

5.3.5 Least Cost Selection (LCS) {Threshold (up to US$ 300,000)}

Under Least Cost Selection (LCS) a minimum qualifying mark for quality is established and indicated in the RFP, short-listed consultants have to submit their proposals in two envelopes. The technical proposals are opened first and evaluated. Proposals scoring less than minimum qualifying mark are rejected, and the financial envelopes of the rest are opened in public. The consultant with the lowest evaluated price is selected.

The LCS method is more appropriate for small assignments of a standard or routine nature where well established practices and standards exist from which a specific and well defined outcome is expected, which can be executed at different costs, eg.

- Standard accounting audits
- Engineering designs and/ or supervision of simple projects.
- Repetitive operations and maintenance work and routine inspection, and
- Simple surveys

Since quality is set as the minimum qualifying mark, the Client should not set such a mark
higher than the usual (say at 75 to 80 per cent) to ensure quality and avoid the risk of selecting low-cost proposals of poor or marginally acceptable quality.

5.3.6 Selection Based on Consultant’s Qualification (CQ) [Threshold (up to US$ 300,000)]

(I) The Selection Based on Consultant’s Qualification (CQ) method applies to very small assignments for which the full-fledged selection process would not be justified. CQ is considered for assignments such as:
- brief evaluation studies at critical decision points of projects;
- executive assessment of strategic plans;
- high level, short term, legal–expertise; and
- participation in project review expert panel.

(II) Under CQ the Clients first prepare the TOR, then requests for Expression of Interest and qualification information on the consultant’s experience and competence relevant to the assignment. The Client establishes a short list and selects the firm with the best qualifications and references. The selected firm is asked to submit a combined technical and financial proposal and is then invited to negotiate the contract if the technical proposal proves acceptable.

(IV) The CQ method aims at reducing the cost and time needed to hire a Consultant.

5.3.7 Single Source Selection (SSS)

(I) Under Single Source Selection (SSS) the Client asks a specific consultant to prepare technical and financial proposals, which are then negotiated. Since there is no competition, this method is acceptable to the Bank only in exceptional cases and made on the basis of strong and convincing justification where it offers clear advantages over the competition. This is because:
- the assignment represents a natural or direct continuation of a previous one awarded competitively, and performance of the incumbent consultant has been satisfactory.
- a quick selection of consultant is essential e.g. in emergency operation and financial crisis; or
- the contract is very small in value; or
- only one consulting organization has the qualification or experience of exceptional worth to carry out the assignment.

(II) If continuity of downstream work by retaining an incumbent consultant for a downstream assignment is essential to the project and is in the interest of the Client, the RFP for the original assignment should indicate this likelihood. Satisfactory performance in the first assignment has to be a pre-condition for continuation. In these cases, the client should balance the importance of continuing with the same technical approach, the experience
acquired and the continued professional liability of the incumbent against the benefits of renewed competition such as fresh technical approaches and competitive remuneration rates.

(III) Once the Bank agrees to an SSS on a combination, the Client should ask the consultant to prepare technical and financial proposals on the basis of TOR prepared by the Client or by an independent advisor with no relation to the incumbent. This is the basis for negotiating a continuation contract.

5.4 SCOPE OF WORK

5.4.1 In a TOR, scope of work of the assignment is usually defined by addressing the following issues:

- definition, scope, limits, and criteria of acceptance of assignment;
- desired level of detail (level of design, accuracy, composition of cost estimate etc.)
- span of projections (time horizon, life span of project components, and so forth);
- necessary comparison of the assignment with similar projects;
- main issues to be addressed;
- alternatives to be considered;
- necessary surveys, special analysis, and models;
- special equipment requirement;
- institutional and legal framework of the project;
- transfer of knowledge, objectives and scope;
- language requirement;
- need of continuity, such as data gathering, and
- quality management requirements.

5.4.2 Phased assignments are likely to require that the scope of work be modified depending on intermediate results. For instance, the scope of work for a feasibility study originally covering a number of alternatives will be reduced if, during execution of the assignment, some alternatives prove more viable. Similarly, the scope of work can be expanded if more accurate studies than initially anticipated become necessary. In such cases, the TOR should clearly indicate the circumstances under which a decision will be made by the Client to modify the scope of work.

5.5 ESTIMATING COST & BUDGET

5.5.1 In preparation of cost estimate, the following expenses are added:

- Consultant staff remuneration;
- Travel and transport;
- Mobilization and demobilizations;
- Staff allowances;
- Communication;
- Office rent, supplies, equipment and insurance;
• Surveys and training programs;
• Report printing;
• Taxes and duties; and
• Contingencies.

5.5.2 The cost estimate is based on an estimate of the personnel (expert per month) required for carrying out the services, taking into account the time required by each expert needed, and then making estimate for each of the related cost components. It is important to define these inputs as accurately as possible.

5.5.3 Consultant shell neither be requested nor permitted to alter their proposals in any way after the deadline for the submission of proposals.

5.6 EVALUATION

5.6.1 The evaluation of the technical proposals should be done as per criteria specified in the Letter of Invitation/RFP. While evaluating proposals, the borrower shell conduct the evaluation solely on the basis of submitted technical and financial proposals, and shell not ask consultants for clarifications, except for perfunctory queries with the prior no objection of the bank.

The following criteria are used as a basis for evaluation of technical proposals:

• Specific experience of the consultant relevant to the assignment;
• Adequacy of the proposed methodology and work plan in responding to the TOR; and
• Key staff’s qualification and competence for the assignment.

Depending on the particular objectives of the assignment, two additional criteria may be required:

• Suitability of the transfer of knowledge program (training); and
• Participation of nationals among proposed key staff.

5.6.2 Table below shows a range of points that may be allocated to each criterion on a scale of 1 to 100. The weights may be adjusted for specific circumstances.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points (Weights)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Specific experience of Consultants</td>
<td>0 to 10</td>
</tr>
<tr>
<td>• Adequacy of the proposed methodology and work plan</td>
<td>20 to 50</td>
</tr>
<tr>
<td>• Qualification and competence of key staff</td>
<td>30 to 60</td>
</tr>
<tr>
<td>• Suitability of the transfer of knowledge program (training) – optional</td>
<td>0 to 10</td>
</tr>
<tr>
<td>• National participation (nationals among key staff) – optional</td>
<td>0 to 10</td>
</tr>
<tr>
<td>• Total</td>
<td>100</td>
</tr>
</tbody>
</table>

5.6.3 The criterion qualifications and competence of key staff is divided into following sub criteria:

• general qualification;
• adequacy for the assignment; and
experience of region. The evaluation is carried out using the pre-qualification and experience shown in their curriculum vitae (CV). The points allotted to the criterion are distributed among the above sub criteria as per percentage given in Table below:

Table : Range of percentage in Point Distribution of Key Staff Qualification and Competence Sub Criteria

<table>
<thead>
<tr>
<th>Sub-criteria</th>
<th>Range of Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>• General Qualifications</td>
<td>20-30</td>
</tr>
<tr>
<td>• Adequacy for the assignment</td>
<td>50-60</td>
</tr>
<tr>
<td>• Experience in region and language</td>
<td>10-20</td>
</tr>
<tr>
<td>Total</td>
<td>100</td>
</tr>
</tbody>
</table>

5.6.4 Methodology & Work Plan:
The methodology and work plan is a key component of the technical proposal and should be evaluated carefully. Sub-criteria for evaluating this component of the proposal should include the following:

(i) Technical Approach & Methodology: Here consultants explain their understanding of the objective of the assignment, highlights the issues and their importance, and explain technical approach they would adopt to address them. They should then explain the methodology they propose to adopt, demonstrate the compatibility of these methodologies with the proposed approach.

(ii) Work Plan: Here consultants propose the main activities of the assignment, their content and duration, phasing and inter relations, milestones and delivery dates of the most important reports. The consistency of the technical approach and methodology with the proposed work plan is a good indication that consultants have understood the TOR and are able to translate them into a feasible working plan.

(iii) Organisation and staffing: In this section the Consultants propose the structure and composition of their team. It will list the main disciplines involved, the key expert responsible and proposed technical and support staff. The roles and responsibilities of key experts should be set out in job description.

The methodology, work plan and organization are all integrated. The work plan depends on the technical approach and methodology adopted, and these in turn determine the required organization.

5.6.5 The RFP has to indicate the relative weight assigned to the technical and financial proposals. For standard arrangement, the weight for quality is normally 80 percent with 20 percent given to cost. More than 20 percent weight to the cost of services is justified only for relatively routine and straight forward assignments, (such as designs of very simple
structures), whereas in no case should it exceed 30 percent. For assignments in which quality considerations are relatively important, a minimum weight of 10 percent should be given to cost, and when considerations of quality are of primary importance, QBS is preferable to QCBS.

If cost is a factor of selection, a minimum technical qualifying mark may be provided in RFP to minimize the risk of accepting low-quality proposals at a very low cost. A qualifying mark in the range of 70 to 80 percent is typical. Any technical proposal with a score below this threshold is rejected, and the financial envelope is returned unopened. Setting the threshold too high increases the risk of rejection of a majority of proposals.

5.6.6 Table below summarizes the five evaluation criteria provided in the Standard Request for Proposals and gives examples of sub-criteria that could be adopted by the Client when preparing the RFP.

<table>
<thead>
<tr>
<th>Evaluation criteria (as defined in the Consultant Guidelines)</th>
<th>Evaluation sub-criteria (select a maximum of three)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specific experience of the consultants in the field of assignment</td>
<td>Normally no sub criteria is specified</td>
</tr>
<tr>
<td>Adequacy of the proposed methodology and work plan in responding to the TOR</td>
<td>-Technical approach and methodology  -Work plan  -Organization and staffing Note: The number of subcriteria may be increased depending on the characteristic of the assignment</td>
</tr>
<tr>
<td>Qualification and competence of key staff proposed for the assignment</td>
<td>-General qualifications  -Adequacy for the assignment  -Experience in the region and language</td>
</tr>
<tr>
<td>Note: These three subcriteria are defined by the RFP and cannot be changed.</td>
<td></td>
</tr>
</tbody>
</table>

5.6.7 Notification to Consultants: On completion of evaluation of Technical Proposal, Bank’s no objection is received to the Technical Evaluation Report. On receipt of Bank’s no objection for all prior review cases, Client notifies consultants whose proposal did not meet the minimum technical qualifying marks specified in the RFP, or were found to be non-responsive, indicating that the consultant’s financial proposal will be returned unopened at the end of selection process.
The Client simultaneously notifies consultants whose technical proposals were above minimum technical qualifying mark, and inform them of the date and time set for opening of financial envelopes. The opening date should be at least two weeks after the notification date, to allow enough time for consultants to make arrangements to attend the opening.

5.6.8 **Evaluation of Financial Proposals:** On the date and time set for opening the financial proposal, the Evaluation Committee verifies that the financial proposals have remained sealed and then open them. The name of consultants, the qualifying scores, and proposed prices are read aloud and recorded as each financial proposal is opened. No modification to financial proposal is permitted. The Client prepares the minutes of the public opening, which should be attached to the Financial Evaluation Report. The Evaluation Committee should first review the financial proposals for arithmetical errors and consistency between financial and technical proposals. Arithmetical errors should be corrected, omitted items evaluated, and corresponding adjustments made to the offered prices to obtain final evaluated prices. For purposes of comparing proposals, evaluated prices should be converted to Indian Rupees using exchange rate on date indicated in RFP.

5.6.9 **Combined Evaluation and Final Score:** If QCBS is the method of selection, the Evaluation Committee weighs and combines the scores of the technical and financial proposals to obtain a final ranking of the proposals and recommendation of award. The Final Evaluation Report is submitted to decision making authority for review and forward the report to the Bank for its information. The Client invites the selected consultant for negotiations and inform the other consultants that they were unsuccessful and furnishes the name of selected firm. The scope of negotiation is given in para 3.7 below. After technical and financial negotiations are completed, the Client shall furnish to the Bank for all prior review cases, in sufficient time for its review, a copy of initialled negotiated contract. If the negotiated contract results in a substitution of key staff or any changes in TOR and in the originally proposed Contract, the Client shall highlight the changes and provide an explanation of why these changes are necessary.

5.7 **NEGOTIATIONS and Award of Contract**

5.7.1 Negotiations shall include discussions of TOR, the methodology, staffing, Clients input and special conditions of the Contract.

5.7.2 The selected firm should not be allowed to substitute Key Staff, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives to the assignment.

5.7.3 Financial negotiation shall include clarification of the Consultants tax liability in the Clients own country and now this tax liability has been or would be regulated in the contract.

5.7.4 If the negotiations with the highest rank consultant fail, the borrower shall inform the
concerned consultant in writing of all pending issues and disagreements, and provide them final opportunity to respond in writing.

5.7.4 Where QCBS procedure is followed, in the case of lumpsum, contract price should not be negotiated. In the Time Based Contracts, proposed unit rates for staff months and reimbursable shall not be negotiated (since there have already been a factor of selection) unless there are exceptional reasons. Reimbursable are paid on actuals upon presentation of receipts and hence not subject to negotiations. If client wants to fix a ceiling he should do so by indicating in RFP.

5.8 EVALUATION COMMITTEE

For technical and financial evaluation of consultants’ proposals, the Client shall appoint a committee of three to five qualified number of individuals of comparable hierarchical level who shall undertake the process in the highest ethical standards. After the Committee has agreed upon the criteria and subcriteria definitions, and on rating and scoring methods, each committee member shall evaluate the proposals received independently. The Evaluation Committee should include one or two members of the team responsible for preparation of the TOR. To ensure transparency and consequent acceptability of the evaluation process and its results in sensitive case, a truly independent observer is allowed to participate in session of Evaluation Committee. The Evaluation Committee submits its report and recommendation to the designated decision making authority for review and transmission to the Bank for no objection if the contract is subject to the prior review, or for review and award for contracts for post-review.

5.9 REJECTION OF ALL PROPOSALS Cases of rejection of all proposals received need to be referred to Bank for no objection and clearance. The grounds for rejecting all proposals can be as under:

- The proposals present major deficiencies in responding to RFP.
- The cost proposals are substantially higher than the Client’s estimated budget.

5.10 ROLE OF BANK IN EVALUATION PROCESS

5.10.1 Selection of Consultants is the Client’s responsibility and Bank does not participate in the evaluation of proposals but, upon request of the Client, may provide advice in methodology and selection procedures before the actual evaluation takes place.

5.10.2 In assignments in which prior review is required, the Bank reviews the Technical Evaluation Report, if satisfied, sends its no objection to the Client. The Bank may request additional explanation or information about the report contents from the Client when necessary. In exceptional cases, the Bank may ask the Client to submit one or more proposals for its review.
5.10.3 Under QCBS, if the Bank determines that the final evaluation report, recommendations for award and/or negotiated contract are inconsistent with the provision of RFP, it shall promptly inform the Client and state the reason for its determination, otherwise, the Bank shall provide the final “no objection” to the contract award. The Client shall confirm the award of the contract. The description and amount of the contract, together with the name and address of the firm, shall be subjected to public disclosure by the Bank upon the Clients confirmation of contract award.

5.11 TYPES OF CONSULTANT'S CONTRACTS

5.11.1 The type of contract with Consultant can be:

- Lump Sum;
- Time – based;
- Retainer and/or success fee;
- Percentage; and
- Indefinite delivery.

5.11.2 Lump sum Contracts

Lump sum contracts are used mainly for assignment in which the content and length of the services and duration of services is clearly defined. Remuneration is fixed for the life of the contract, and no physical or price contingencies are normally provided. Lump sum contracts are often used in relatively simple and clearly defined assignments such as:

- Planning and Feasibility studies
- Environmental studies
- Detailed design of infrastructures
- Preparation of Data Base Payments are made in accordance with a contractually agreed upon schedule of delivery or against schedule of percentage of work completed.

A lump sum contract is easy for the Clients to administer and requires little technical supervision.

5.11.3 Time –Based Contracts

Under time based contract, the consultant provides services on a time basis according to quality specification and consultant’s remuneration as based on agreed upon unit rate for consultant staff multiplied by actual time spent by staff on assignment and reimbursable expenses as per actual and/or agreed unit rates. Such contracts are recommended for:

- Complex studies or studies of new approach
- Supervision of Implementation assignment
- Training Assignments
- Advisory services
Time based contracts transfer cost risks to the Client

5.11.4 **Retainer and/or Success Fee Contracts** The type of contract is often adopted to remunerate financial and management advisers who assist bank’s clients in the sale of assets, such as privatization operation. In these cases the QCBS method, in which consultants are asked to quote a retainer fee and/or a success fee, is generally recommended for selection of Consultants. The proportion of retainer and success fee is often fixed in advance and is not subject to negotiation by the winning consultant. The retainer fee proportion is higher if the Consultant’s role constitutes more to planning and design of privatizations reforms. Success fees are appropriate when success is related to the efforts of the firms involved and is relatively easy to quantify.

5.11.5 **Percentage Contracts** In a percentage contract consultants receive an agreed upon percentage of the actual project cost. Sample of percentage contract includes:
- Architectural services
- Engineering services
- Procurement services
- Inspection Agents

5.11.6 **Indefinite Delivery Contracts** Indefinite delivery contracts are used for on-call specified services. The Client and the firm agree upon the unit rates to be paid to the experts and payments are made on the basis of the time actually used. Such contracts include:
- Advisory for complex projects i.e. Dam panel
- Expert Adjudicator
- Technical Trouble shooting

5.12 **SELECTION OF APPROPRIATE CONTRACT FORM** Table below indicates the correlation between type of assignment, selection method and type of contract. They should be considered with some degree of flexibility, depending on the size and characteristics of the assignment

<table>
<thead>
<tr>
<th>Type of assignments/scope of work</th>
<th>Selection method</th>
<th>Type of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical studies in the field of policy, strategy, and management of Client’s institutions Country economic, section, or investment studies Master plans Pre feasibility studies Complex feasibility studies Studies or design of complex projects Studies in new technology or human and social</td>
<td>QBS</td>
<td>Time–based</td>
</tr>
<tr>
<td>Simple planning studies Simple feasibility studies Environmental studies Contract and detailed design of infrastructures Preparation of bidding documents Date processing Clearly defined strategy and management studies</td>
<td>QCBS</td>
<td>Lump sum</td>
</tr>
<tr>
<td>Technical assistance for institutional development Technical assistance for privatization programs</td>
<td>QBS or QCBS</td>
<td>Time-based or indefinite delivery</td>
</tr>
</tbody>
</table>

Table: Correlation between Type of Assignment, Selection Method, and Type of Contract
5.13 CONTRACTS

The contract invariably comprises of:

- The form of contract to be signed by the Client and the Consultant
- The (General Conditions of Contract) GCC, which must be kept unchanged
- The (Special Conditions of Contract) SSC, which are specific to the assignment, and
- The Appendices

It needs to be noted the text of the Form of Contract and of the General Conditions of Contract (GCC) cannot be changed. The Special Conditions of Contract (SSC) enables the Borrower to amend or supplement the clauses of the general condition to reflect local conditions and characteristics of the assignment.

5.14 PROCUREMENT OF SERVICES OF INDIVIDUAL CONSULTANT

5.14.1 Individual consultants are employed on assignments for which (a) teams of personnel are not required, (b) no additional outside (home office) professional support is required, and (c) the experience and qualifications of the individual are the paramount requirement. When coordination, administration, or collective responsibility may become difficult because of the number of individuals, it would be advisable to employ a firm.

5.14.2 Advertisement for seeking expression of interest (EOI) is encouraged, particularly when the borrower does not have knowledge of experienced and qualified individuals or of their availability, or the services are complex or there is potential benefits from wider advertising, or if it is mandatory under the national law.

5.14.3 Individual consultants are selected on the basis of their relevant experience, qualifications, and capability to carry out the assignment. Consultants shall be selected through comparison of qualifications of at least three candidates among those who have expressed interest in the assignment or have been approached directly by the Client. Individuals considered for comparison of the qualifications shall meet the minimum relevant qualifications and those selected to be employed by the Client shall be the best qualified and shall be fully capable of carrying out the assignment. Capability is judged on the basis of academic background, experience, and, as appropriate, knowledge of local conditions such as local language, culture, administrative system and government organization.

5.14.4 The selection of individual consultants is normally not subject to prior review. The borrower shall however, obtain the banks no objections.
a) when it has not been able to compare at least three qualified candidates before hiring,
b) before it invites firms to offer the services of individual consultants
c) In case negotiations with the selected individual fail before proceeding to negotiate with
   the next best individual or firm as the case may be
d) In case of single source selection.

5.14.5 From time to time, permanent staff or associates of a consulting firm may be available as
individual consultants. In such cases, the conflict of interest provisions described in the
Bank’s guidelines shall apply to the parent firm.

5.14.6 Individual consultants may be selected on a sole source basis with due justification in
exception cases such as:
   (a) Tasks that are a continuation of previous work that the consultant has carried out
       and for which the consultant was selected competitively;
   (b) Assignments with total expected duration of less than six months;
   (c) Urgent situations; and
   (d) When the individual is the only consultant qualified for the assignment.

5.14.7 For hiring of consultant job description, qualification and experience required and terms of
engagement should be finalized. The consultants for the assignments must be called
through advertisement in the newspaper. Individual should meet all relevant qualifications
and should be fully capable of carrying out the assignment. The qualified individuals will
be called for interview/discussions prior to offering the assignment. Based on the above, a
list of candidates shall be prepared for each assignment separately and the top listed
candidate shall be offered the job.

5.15 NON GOVERNMENT ORGANISATIONS (NGOs)

5.15.1 Non-governmental organization (NGOs) may be included in the consultant shortlist if they
express interest provided the Client and Bank find their qualification satisfactory. Short
lists for assignments that emphasize experience in community participation and in depth
local knowledge may entirely comprise NGOs, and QCBS should be followed.

5.15.2 Short listing of NGOs shall be based on below noted criteria:

• Regulating requirement
  - NGO should be validly registered under Societies Registration Act of the Govt. or have other
corporate status
  - NGO should be validly registered to work in the particular geographic locality.
  - NGO’s Article of Association or Bye laws permit, operation in the project sector
  - NGO should be non political
  - Should not have been black listed by the Central Social and Welfare Board (CSWB) or Council
for the Advancement of Peoples Action & Rural Technology (CAPART) or by Central or any State Govt. in India.

- **Human and Physical measures**
  - Committed leadership at the top supported by adequate service level leadership.
  - Existence of adequate skilled staff in relation to needs of assignment
  - NGO should have necessary physical resource base like accessible office space, vehicles, and communication facilities and so on.

- **Community Sensitivity**
  - NGO should have prior experience of community development activity and mobilization.
  - NGO should have sufficient understanding of local problems and are sensitive to issues concerning women and weaker sections of Society.
  - NGO should have keen understanding and should be sensitive to works related to environment.
  - Should have excellent communication skills.

- **Financial Capacity**
  - Should have required financial strength and capability (last three years turn over and audited balance sheet should be examined).
  - Should have facility to maintain separate records and accounting of funds allotted for the assignment.

- **Relevant Sectional and Operational experience**
  - Should have prior experience in related areas.
  - Should have adequate experience in Participatory Rural Appraisal.
  - Must have been functioning for last three years in similar type of assignments.

5.15.3 RFP should be issued to shortlisted NGO’s and their bids are obtained for the concerned services. Technical and Financial Proposals are evaluated and contract agreement signed after following the same procedure as for other consultants. Where large areas are involved for conducting IEC and community mobilization, the requirement of number of NGO may fall short of their availability. In such cases single Source Selection (SSS) method may be used with prior approval of the Bank.

5.16 MISPROCUREMENT

The Bank does not finance expenditures for consultancy services, which have not been procured/contracted in accordance with the agreed provisions of the financing agreement and as further elaborated in Procurement Plan agreed with the Bank. In such cases, the Bank will declare misprocurement, and it is the policy of the Bank to cancel that portion of credit/loan allocated to the goods, works, and consultancy services that have been misprocured. The Bank may, in addition, exercise other remedies provided for under the Financing Agreement. Even when the contract is awarded after obtaining “no objection” from the Bank, the Bank may still declare misprocurement,
if it concludes that the “no objection” was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower or the terms and conditions of the contract had been modified without Bank’s prior approval.

******
6.1 GENERAL

- Bank undertakes ‘Prior Review for procurement process at all stages and also the post review to ensure that guidelines of Bank are being strictly complied with and that proper procedure is being followed at each stage. Brief detail of such review in respect of procurement of goods, works and services is given in paras below.

6.2 PROCUREMENT OF CONSULTANCY SERVICES

6.2.1 PRIOR REVIEW

Prior review would be at every stages as follows:

- Procurement plan
- Terms of Reference;
- Short Listing;
- RFP document containing letter of Invitation, Information to Consultant and Conditions of Contract;
- Evaluation report of the technical proposals;
- Negotiated Draft Contract; and
- Final contract (to be accompanied by check list)
6.2.2 POST REVIEW
All other cases
-Post review shall cover the final contract alongwith appendices and copy of evaluation note/award recommendations which should be submitted alongwith the checklist. However, Terms of Reference and Consultants contracts for assignments of critical nature will be reviewed in all cases, regardless of values:

6.3. PROCUREMENT OF CIVIL WORKS, GOODS
6.3.1 PRIOR REVIEW
It consists of review of:
- Procurement plan
- Bidding documents including invitation of bids
- Minutes of Pre Bid conference
- Bid Evaluation Report (suggested form enclosure at Enclosure V for Civil Works and Enclosure VI for goods and Equipment); and
- Final contract (s) with check list (format of check list at Enclosure VII for Civil works and Enclosure VIII for Goods and Equipment)

6.3.2 POST REVIEW
Review of final concluded contract (s) with check list and supporting documents for all other cases (Enclosure IX for Civil works and Enclosure X for Goods and Equipments).

6.4 REVIEW REQUIREMENTS BY THE BANK
6.4.1 The prior review thresholds are stipulated in the legal Agreements and procurement plan and also mentioned as below. For all such packages, prior review of the bank will be required at the stages mentioned in the prior review paragraphs.

The Bank will undertake prior review of the following contracts:
- **Works:** All contracts greater than US$10 million equivalent;
- **Goods:** All contracts greater than US$1 million equivalent;
- **Services (Other than consultancy):** All contracts greater than US$1 million equivalent; and

- **Consultancy Services:** Greater than US$500,000 equivalent for firms; and greater than US$200,000 equivalent for individuals.

The justifications for all contracts to be issued on LIB, single-source (>US$30,000) or direct contracting (>US$30,000) basis will be subject to prior review. In addition, the Bank would conduct an annual ex-post procurement review of the procurement falling below the prior review thresholds mentioned above.
6.4.2 Banks prior clearance shall be obtained in all contracts where contract value exceeds the original contract value beyond 15% as well as for granting extension in stipulated time period for performance of the Contract (Format to be used is at Enclosure XI)

6.4.3 Copies of agreements of the Contracts subject to post review (disbursement claimed as SOEs) are not to be forwarded to the Bank. However, the information shall be compiled at the Division level in Form I-A. (Enclosure XII) by the Superintending Engineer’s for Divisions under their jurisdiction and Bank will seek whenever information is required for post review as per the guidelines. These will be reviewed selectively by visiting Bank’s Supervision Mission.

6.4.4 Information in respect of works executed on Force Account shall be compiled at the Division level in Form 1-B (Enclosure XIII) by Superintending Engineer’s for the Divisions under their jurisdiction and sent to Bank through the HoD.

6.4.5 Information on the value of procurement mode under shopping procedure shall be complied at Divisional level in Form I-C (Enclosure –XIV) and consolidated by the Superintending Engineer’s for Divisions under their jurisdiction and sent to the Bank through the HoD.

6.5 – Change from Post Review to Prior Review

A contract whose cost estimate was below the Bank’s prior review threshold indicated in the Procurement Plan shall fall under prior review if the price of the lowest evaluated bidder exceeds such threshold. All related procurement documentation already processed, including the evaluation report and recommendation for award, shall be submitted to the Bank for its prior review and no objection before the award of contract. When, to the contrary, the price of the selected bidder falls below the prior review threshold, the prior review process shall continue. Under certain circumstances, the Bank may require the Borrower to follow a prior review process for a contract below the Bank’s prior review threshold in the case of a complaint it has determined to be of a serious nature. Also, when the procurement method requires change due to higher or lower cost estimates than previously assessed, for example from NCB to ICB or inversely, the Procurement Plan shall be modified by the Borrower and submitted to the Bank for review and no objection.

6.6- Publication of Award of Contract

“The borrower shall publish information on UNDB online for all contracts under ICB and LIB, contracts with concessionaires under PPP arrangements and sub \-projects under Loans to Financial Intermediary Institutions and Entities, and all direct contracts, except as hereunder, and in the National press for all contracts under NCB, including those awarded under Framework Agreements and under Force Account, and small value direct contracts (should normally not exceed US$100,000 for off-the-shelf goods and commodities and US$200,000 for simple civil
works). Such publication shall be within two weeks of receiving the Bank’s no objection to the award recommendation for contracts subject to the Bank’s prior review, and within two weeks of the Borrower’s award decision for contracts subject to the Bank’s post review. Publication shall include the bid, lot numbers, and the following information, as relevant and applicable for each method: (a) the name of each bidder that submitted a bid; (b) bid prices as read out at bid opening; (c) evaluated prices of each bid that was evaluated; (d) the names of bidders whose bids were either rejected as nonresponsive or not meeting qualification criteria, or not evaluated, with the reasons thereof; and (e) the name of the winning bidder, final total contract price as well as duration and summery scope of the contract. The Bank will arrange the publication of the awards of contract under prior review on its external website upon receipt from the borrower of a confirmed copy of the signed contract and the performance security if applicable in accordance with paragraph 2(h) of Guidelines.
LIST
OF
ANNEXE’S
### LIST OF WORKS TO BE PROCURED

**Department of Water Supply & Sanitation, Govt. of Punjab, Chandigarh**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description of Work</th>
<th>Est. Cost (Rs. in millions)</th>
<th>Year-wise Procurement</th>
<th>Remarks on proposed Method of Procurement [ICB, NCB, Three Quotations, D.C./F.A.]</th>
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<td>Single Village Schemes (SV)</td>
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<td>Multi Village Scheme (MV)</td>
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<td>Single Village Scheme/ sliced</td>
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<td>- Drilling of tubewell</td>
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<td>- Pumping equipment</td>
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<td>- Const. of OHSR</td>
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<td>- Water supply distribution system</td>
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<td>- Sewerage collection system</td>
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<td>- Sewerage treatment plant</td>
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LIST OF GOODS / EQUIPMENT / VEHICLES / FURNITURE ETC. TO BE PROCURED

Department of Water Supply & Sanitation,
Govt. of Punjab, Chandigarh

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Number</th>
<th>Mode of Tendering*</th>
<th>Est. Cost (Rs. M)</th>
<th>Year Wise Procurement</th>
<th>Remarks on Proposed Methods of Procurement (ICB/LIB/NCR/Shopping [I or N]/D.C.)</th>
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* State whether it is Supply, Supply supervision of erection, Supply/Erection/Commissioning or Turnkey.
LIST OF CONSULTANCY SERVICES TO BE HIRED

Department of Water Supply & Sanitation,
Govt. of Punjab, Chandigarh

<table>
<thead>
<tr>
<th>Name of Consultancy (Brief Description)</th>
<th>Estimated Man months</th>
<th>Estimated Cost</th>
<th>Year wise Procurement</th>
<th>Remarks on Proposed Method of Procurement [QCBS/QBS/Least Cost/Fixed Budget/Qualifications/Single Source etc.]</th>
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## ESTIMATE OF BID PACKAGES

### Annex P-I/4

<table>
<thead>
<tr>
<th>Project Element</th>
<th>Packages Exceeding Rs. 45.00 lakhs</th>
<th>Packages Between Rs. 13.50 lakhs and Rs. 40.00 lakhs</th>
<th>Packages Below Rs. 13.50 lakhs</th>
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<tr>
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<td>Total Value</td>
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<tr>
<td>1.1 Single village Scheme</td>
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<td>1.2 Multi village scheme</td>
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<td>1.3 Single Village Scheme / sliced - Tubewell - OHSR - Pumping equipment - OHSR distribution system - Sewerage collection system</td>
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<td>1.4 ..................</td>
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<td>1.5 ..................</td>
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<tr>
<th>Packages Exceeding Rs. 90.00 lakhs</th>
<th>Packages equivalent of Rs. 45.00 lakhs or less but more than Rs. 22.50 lakhs</th>
<th>Packages equivalent of Rs. 22.50 lakhs or less but more than Rs. 13.50 lakhs</th>
<th>Packages equivalent of Rs. 13.50 lakhs or Less</th>
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<td>Total Value</td>
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<td>2.1 Equipment and Instruments</td>
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<tr>
<td>2.2 Vehicles</td>
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<tr>
<td>2.3 Computer Hardware / Software</td>
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<td>2.4 Furniture</td>
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<tr>
<th><strong>3.0 Consultancy</strong></th>
<th>Packages Between Rs. 45.00 lakhs and Rs. 90.00 lakhs</th>
<th>Packages Between Rs. 13.50 lakhs and Rs. 45.00 lakhs</th>
<th>Packages Equivalent of Rs. 13.50 or Less</th>
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| **4.0 Training and Workshop** |     |             |     |             |     |             |                      |

| **5.0 Professional Services Fee** |     |             |     |             |     |             |                      |

| **6.0 Operating Expenses and Maintenance** |     |             |     |             |     |             |                      |
| 6.1 Hiring of Vehicles |     |             |     |             |     |             |                      |
| 6.2 Maintenance of Vehicles and Equipment |     |             |     |             |     |             |                      |
| 6.3 Office Supplies (Consumables) |     |             |     |             |     |             |                      |

77
PROCUREMENT PLAN FOR WORKS/GOODS
PROCUREMENT PLAN FOR CONSULTANCY
LIST
OF
ENCLOSURES
## PROCUREMENT SCHEDULE FOR CIVIL WORKS

### COUNTRY ______________

### PROJECT:_______________

<table>
<thead>
<tr>
<th>Description of Works</th>
<th>Method of Procurement</th>
<th>Estimated Cost</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
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**PROCUREMENT ACTIONS**

1. Initial preparation of specifications and bid documents
2. Transmittal of specifications and bid documents to IDA
3. IDA clearance of specifications and bid documents
4. Issuance of invitation to bid
5. Open bids
6. Transmittal evaluation report and award recommendations to IDA
7. IDA clearance of recommendations
8. Award contract
9. Construction 25% complete
10. Construction 55% complete
11. Construction 75% complete
12. Construction 100% complete

**METHODS OF PROCUREMENT**

- ICB - International
- NCB - National Competitive Bidding
- FA - Force Account
- NS - National Shopping
## PROCUREMENT SCHEDULE FOR GOODS AND EQUIPMENT

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORKS</th>
<th>METHOD OF PROCUREMENT</th>
<th>ESTIMATED COST</th>
<th>19</th>
<th>20</th>
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### PREQUALIFICATION ACTIONS

- **A**: Initial Preparation of Prequalification Documents and Evaluation Criteria
- **B**: Transmit Documents and Criteria to IDA
- **C**: IDA Clearance of Documents and Criteria
- **D**: Issue Prequalification Notice
- **E**: Receipt of Contractor Prequalification Data
- **F**: Transmit Evaluation Report and Recommendations to IDA
- **G**: IDA Clearance of Recommendations
- **H**: Award Contract
- **I**: Force Account
- **K**: National Shopping

### PROCUREMENT ACTIONS

1. Initiate Preparation of Specifications and Bid Documents
2. Transmit Specifications and Bid Documents to IDA
3. IDA Clearance of Specifications and Bid Documents
4. Issue Invitation to Bid
5. Open Bids
6. Transmit Evaluation Report and Award Recommendations to IDA
7. IDA Clearance of Recommendations
8. Award Contract
9. Construction 25% Complete
10. Construction 50% Complete
11. Construction 75% Complete
12. Construction 100% Complete
The Government of India has applied for a credit from the International Development Association towards the cost of Rs.___________ for the Govt. of Punjab, Rural Water Supply & Sanitation Project and intends to apply a part of the funds to cover eligible payments under the contract for the construction of works as detailed below. Bidders registered the Govt. of Punjab and Bidders registered other State Governments/ Government of India, or State/ Central Government Undertakings, are eligible to bid for the work. Bidding is also opened to all bidders from eligible source countries as defined in IBRD Guidelines for Procurement. Bidders are advised to note the minimum qualification criteria specified in Clause 4 of the Instructions to Bidders to qualify for the award of the contract.

The Chairman, GPWSC, Village ____________, Block ___________, Distt. __________ invites bids for the construction of works detailed in the table. The bidders may submit bids for any or all of the following works:

<table>
<thead>
<tr>
<th>Package No.</th>
<th>Name of Work</th>
<th>Approx. value of work (Rs. in lakhs)</th>
<th>Bid Security (Rs. in lakhs)</th>
<th>Cost of document (Rs.)</th>
<th>Period of completion in months</th>
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Bidding documents (and additional copies) may be purchased from the office of Executive Engineer, W/S & Sanitation (RWS) Division, __________ from
____ to ___________ (dates with period of minimum 30 days) for a non-refundable fee of Rs.____________ (Each set) as indicated, in the form of cash or Demand Draft on any Scheduled Bank payable at __________ in favour of GPWSC, Village ___________, Block ____________, Distt. _____________. Interested bidders may obtain further information at the same address. Bidding documents requested by mail will be dispatched by registered/ speed post on payment of an extra amount of Rs.500.00. The GPWSC, Village __________ will not be held responsible for the postal delay if any, in the delivery of the documents or non-receipt of the same.

4. Bids must be accompanied by bid security of the amount specified for the work in the table above payable at __________ in favour of GPWSC, Village ___________, Block ____________, Distt. _____________. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 45 days beyond the validity of the bid.

5. Bids must be delivered to Chairman, GPWSC, Village ___________, Block ____________, Distt. ____________ on or before _________ hours on date ___________ and will be opened on the same day at _________ hours, in the presence of the bidders who want to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.

6. A pre bid meeting will be held on _____________ (preferably mid of bidding process) at __________ are in the O/o Executive Engineer, Water Supply and Sanitation Division __________ to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in clause 9.2 of Instructions to Bidders of the Bidding Document.

6. Other details can be seen in the bidding documents.

Chairman

GPWSC Village __________
District __________
O/o Executive Engineer,
Water Supply and Sanitation Division,
PRICE ADJUSTMENT FORMULA

The formula (e) for adjustment of prices are
: \( R = \) Value of work

Adjustment for Labour component

(i) Price adjustment for increase or decrease in the cost due to Labour shall be paid in accordance with the following formula:

\[
V_L = 0.85 \times \frac{P_1}{100} \times R \times \left( \frac{L_1 - L_o}{L_o} \right)
\]

\( V_L = \) increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour.

\( L_o = \) the average consumer price index for industrial workers for the Punjab State for the quarter preceding the date of opening of Bids as published by Labour Bureau, Ministry of Labour, Government of India.

\( L_1 = \) the consumer price index for industrial workers for the Punjab State for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India.

\( P_1 = \) Percentage of Labour component of the work.

Adjustment for cement component

(ii) Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:

\[
V_c = 0.85 \times \frac{P_c}{100} \times R \times \left( \frac{C_1 - C_o}{C_o} \right)
\]

\( V_c = \) increase or decrease in the cost of work during the quarter under consideration due to change in rates for cement.

\( C_o = \) The all India average wholesale price index for cement for the quarter preceding the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi.

\( C_1 = \) The all India average wholesale price index for cement for the quarter under consideration as published by Ministry of Industrial Development, Government of India, New Delhi.

\( P_c = \) Percentage of cement component of the work.

Adjustment for steel component

(iii) Price adjustment for increase in the cost of steel procured by the Contractor shall be paid in accordance with the following formula.

\[
V_s = 0.85 \times \frac{P_s}{100} \times R \times \left( \frac{S_1 - S_o}{S_o} \right)
\]

\( V_s = \) Increase or decrease in the cost of work during the quarter under consideration due to changes in the rates for steel.

\( S_o = \) The all India average wholesale price index for steel (Bars and Rods) for the quarter preceding the date of opening of Bids as...
published by the Ministry of Industrial Development, Government of India, New Delhi.

\[ S_1 = \text{The all India average wholesale price index for steel (Bars and Rods) for the quarter under consideration as published by the Ministry of Industrial Development, New Delhi.} \]

\[ P_S = \text{Percentage of steel component of the work.} \]

**Note:** For the application of this clause, index of Bars and Rods has been chosen to represent steel group.

**Adjustment of POL (fuel and lubricant) component**

(iv) Price adjustment for increase of decrease in the cost of POL (fuel and lubricant) shall be paid in accordance with the following formula:

\[ V_f = 0.85 \times P_f/100 \times R \times (F_1 - F_o) / F_o \]

\[ V_f = \text{Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for fuel and lubricants.} \]

\[ F_o = \text{The average official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at nearest center on the day 30 days prior to the date of opening of Bids.} \]

\[ F_1 = \text{The average official retail price of HSD at the existing consumer pumps of IOC at nearest center for the 15th day of middle calendar month of the quarter under consideration.} \]

\[ P_f = \text{Percentage of fuel and lubricants component of the work.} \]

**Note:** For the application of this clause, the price of High Speed Diesel oil has been chosen to represent fuel and lubricants group.

**Adjustment of Plant and Machinery Spares Component**

(v) Price adjustment for increase of decrease in the cost of plant and machinery spares procured by the Contractor shall be paid in accordance with the following formula:

\[ V_p = 0.85 \times P_p / 100 \times R \times (P_i - P_o) / P_o \]

\[ V_p = \text{Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for plant and machinery spares.} \]

\[ P_o = \text{The all India average wholesale price index for heavy machinery and parts for the quarter preceding the date of opening of Bids published by the Ministry of Industrial Development, Govt. of India, New Delhi.} \]

\[ P_i = \text{The all India average wholesale price index for heavy machinery and parts for the quarter under consideration as published by Ministry of Industrial Development, New Delhi.} \]

\[ P_p = \text{Percentage of plant and machinery spares component of the work} \]

**Note:** For the application of this clause, index the Heavy Machinery and Parts has been chosen to represent the plant and Machinery Spares group
Adjustment of Local materials Component

(vii) Price adjustment for increase of decrease in cost of local materials other than cement, steel, bitumen and POL procured by the Contractor shall be paid in accordance with the following formula:

\[ V_m = 0.85 \times P_m \times 100 \times R \times (M_i - M_o)/M_o \]

\[ V_m = \text{Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local materials other than cement, steel and POL.} \]

\[ M_o = \text{The all India average wholesale price index (all commodities) for the quarter preceding the date of opening of Bids, as published by the Ministry of Industrial Development, Govt. of India, New Delhi.} \]

\[ M_i = \text{The all India average wholesale price index (all commodities) for the quarter under consideration as published by Ministry of Industrial Development, Govt. of India, New Delhi.} \]

\[ P_m = \text{Percentage of local material component (other than cement, Steel and POL) of the work.} \]

The following percentage will govern the price adjustment for the entire contract:

1. Labour-P \_1 \_ \_\% 
2. Cement-P_e \_\% 
3. Steel-P \_s \_\% 
4. POL-P \_t \_\% 
5. Plant & Machinery Spares-P_p \_\% 
6. Other Materials-P_m \_\% 

Total : 100% 

Note: [The percentage of various components shall be determined for each work based upon its scope of work]
SUGGESTED FORMAT FOR BID EVALUATION REPORT FOR CIVIL WORKS (NCB)

1. **Scope of contract and approximate cost:**
   - Outline brief description of works covered by invitation.
   - Furnish estimated cost at the time of appraisal and the actual cost for the proposal contract.

2. **Bidding Document:**
   Furnish the following details and discuss:
   - Approval by World Bank/ Govt.
   - Variations from the approved document, if any.
   - Specifications and drawings (approval)
   - Implementation schedule and stipulated time for completion.
   - Important bidding conditions, such as, price adjustment, if any etc.
   (Enclose copy of bidding document with amendments if any, if not sent earlier, Annexure I).

3. **Bid Invitation Process:**
   Furnish the following details and discuss:
   - Bid invitation advertisement in national press, name of news papers and dates of publication.
   - Dates the bidding document was available for sale.
   - Number of bidders who purchased the bidding documents and their nationality.
   - Prebid conference, minutes of meeting and resulting amendments, if any.
   - Date and time of public bid opening, attendance, highlights of the bid opening meeting, etc.
   (Enclose copies of Bid Invitation, Prebid minutes, minutes of bid opening – Annexure II, III & IV).

4. **Bid Response:**
   - State number of offers received and the nationality.
   - Furnish details of offers received:
(i) In time:

(ii) Late:

-------------
Total:

- Furnish table of bid prices as read out at the bid opening meeting and as converted (in increasing order of bid value):

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of bidder</th>
<th>Nationality</th>
<th>Bid price</th>
<th>Remarks as read out</th>
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5. Clarifications obtained, if any:

6. Preliminary Examination of Bids:
   - Discuss preliminary examination for eligibility (ITB Clause 3), arithmetical errors, completeness, legal validity (has been properly signed and has submitted power of attorney etc.), bid validity, bid security and substantial responsiveness to commercial and technical aspect of bidding documents.
   - Furnish details of all bids in Annexure – V.
   - List the bids rejected as non-responsive.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of bidder</th>
<th>Bid price</th>
<th>Brief reasons for rejection</th>
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7. Evaluation of Substantially Responsive Bidders:
   - State evaluation criteria and methodology cross-referencing to bid documents.
   - Discuss conditions, if any and loading of bid prices.
- Prepare evaluation table showing the rankings as under:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Bidder</th>
<th>Bid Price</th>
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(Furnish details as in Annexure VI)

- Discussion of offers:
- Determination of lowest evaluated responsive bid.
- Comments on unbalanced item bids, if any.

8. **Subcontracting**

- Comment on sub-contracting proposed and discuss qualifications/experience of sub-contractors determining whether it is acceptable.

9. **Post –qualification/ Verification for prequalified bidders:**

- Furnish actual qualification of selected bidder and determine whether the selected lowest evaluated responsive bidder is qualified to satisfactorily perform the contract. (Annexure VII) *(To qualify for a package of contacts made up of this and other contracts for which bids are invited, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.)*

- If the determination is negative, bid of the lowest bidder will have to be rejected and the next lowest evaluated bid considered to make a similar determination of bidder’s capability to perform satisfactorily.

- Discuss bid capacity – Attach calculations sheet to show how they possess the capacity.

10. **Construction Methodology**

- Discuss the proposed construction methodology and other details of the selected bidder [ submitted by him in terms of Clause 4.3 (k) of ITB] and comment on its acceptability.

11. **Recommendations:**

- Furnish important features of bid recommended for award such as:
  - Advances
  - Price adjustments, if any
  - Performance security
  - Additional security proposed for unbalanced bids, if any
  - Bid validity
  - Stipulated period of completion
  - Other important terms and conditions
12. **Value of contract proposed for approval:**

   Signature of Evaluating Officer

(Enclose checklist duly filled)

Enclosures (enclose only those which were not forwarded earlier):
1. Copy of bidding document (Annex I)
2. Copy of bid invitation and press advertisement (Annex II)
3. Prebid minutes and Copies of Amendments, if issued (Annex III)
4. Minutes of Bid Opening (Annex IV)
5. Assessment of Bids (Annex V)
6. Comparative statement of Offers (Annex VI)
7. Details of post-qualification / verification of prequalified bidders (Annex VII)
8. Details of Recommended Bidder (Annex VIII)
## Assessment of Bids

<table>
<thead>
<tr>
<th>S1. No.</th>
<th>Particulars</th>
<th>Bidder 1</th>
<th>Bidder 2</th>
<th>Bidder 3</th>
<th>Bidder 4</th>
<th>Bidder 5</th>
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<tbody>
<tr>
<td>1.</td>
<td>Name of Bidder</td>
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<td>Bid Price</td>
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<td>Letter of Authorisation</td>
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<td>5.</td>
<td>Commercial Assessment *</td>
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<td>6.</td>
<td>Technical Assessment *</td>
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<td>Decision on Responsiveness</td>
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<td>Capacity cum Capability*</td>
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<td>Assessment (Post/Prequalification)</td>
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<td></td>
</tr>
</tbody>
</table>

*For details see attachment
## EVALUATION OF THE BIDS

### Analysis for Responsiveness of Bid:

<table>
<thead>
<tr>
<th>S1. No.</th>
<th>Particulars and Clause Reference</th>
<th>Name of Bidder 1</th>
<th>Name of Bidder 2</th>
<th>Name of Bidder 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Validity of Bid</td>
<td>ITB 15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Bid Security *</td>
<td>ITB 16</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5.1 Form of Bid Security</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>5.2 Bank and Branch</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>5.3 Expiry Date</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5.4 Amount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Letter of Authorization</td>
<td>ITB 18.2</td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td>Bid Form</td>
<td>ITB 12.1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Exceptions to Clauses, if any:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Unbalanced Bids</td>
<td>ITB 29.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Price Adjustment, if suggested</td>
<td>ITB 13.4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Technical Deviations, if any</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Decision on Commercial Responsiveness</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** [a] Add parameters as required to suit the item under procurement & as specified in your bidding document
## Annexure-VI
(to Enclosure V)

### COMPARATIVE STATEMENT OF OFFERS

<table>
<thead>
<tr>
<th>S1. No.</th>
<th>Item of Bill of Quantities</th>
<th>Quantity</th>
<th>Unit</th>
<th>Estimate</th>
<th>Bidder 1</th>
<th>Bidder 2</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Rate</td>
<td>Value</td>
<td>Rate</td>
</tr>
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<td></td>
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<td></td>
<td>in Rs.</td>
<td>in Rs.</td>
<td>in Rs.</td>
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</tr>
</tbody>
</table>

Grand Total:

|         |          |          |          |          |          |          |
Annexure VII
(to Enclosure V)

POST QUALIFICATION

<table>
<thead>
<tr>
<th>Criteria as specified in the bidding document *</th>
<th>Bidder 1</th>
<th>Bidder 2</th>
<th>Bidder 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
<td></td>
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</tr>
</tbody>
</table>

Note: 1(*). List all criteria specified in the bidding document and give comments on how bidder meets or fails in criteria.

2. Give details for the recommended bidder and other lower bidders whose offer is evaluated as non-responsive / who have been determined as not meeting with this criteria.
DETAILS OF RECOMMENDED OFFER

1. Total Value of Bid in Rupees : 
2. Advances: Mobilization / Equipment : 
3. Performance Security : 
4. Additional Performance Security for Unbalanced Bids, if any : 
5. Retention Money : 
6. Milestones to be Achieved : 
7. Liquidated Damages for different milestones :
SUGGESTED FORMAT OF BID EVALUATION REPORT FOR
GOODS & EQUIPMENT (NCB)

1. **Scope of contract and approximate cost:**
   - Outline brief description of goods and services covered by invitation.
   - Furnish estimated cost at the time of appraisal and the actual cost for the proposal contract.

2. **Bidding Document:**
   Briefly discuss and indicate:
   - Details of approval by World Bank/ Govt.
   - Variations from the approved document, if any.
   - Specifications (approval reference, if any)
   - Requirement of accessories/spares, if any
   - Delivery requirements.
   - Important bidding conditions, such as:
     - price adjustment
     - load for
       (a) delivery schedule
       (b) payment schedule
       (c) performance and productivity
       (d) operating and maintenance costs
   (Enclose copy of bidding document and amendments if any, if not sent earlier, Annexure I).

3. **Bid Invitation Process:** Furnish the following details:
   - Date of publication of general procurement notice
   - Bid invitation advertisement in national press, News papers and dates of publication.
   - Period in which the bidding documents were made available for sale.
   - Number of firms who purchased the bidding documents and their nationality.
   - Date of closing and extensions, if any
   - Prebid conference, minutes of meeting and resulting amendments, if any.
   - Date and time of public bid opening, attendance, highlights of the bid opening meeting, etc.
   [Enclose copies of Bid Invitation, Prebid minutes (Annex II) and minutes of bid opening (Annexure III)].

4. **Bid Response** :
   - State number of offers received and the nationality.
- Furnish details of offers received:

(iii) In time = 

(iv) Late = 

-------------

Total = 

- Furnish Table of bid prices as read out at the bid opening (in ascending order):

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of bidder</th>
<th>Nationality</th>
<th>Bid price as read</th>
<th>Remarks out</th>
</tr>
</thead>
<tbody>
<tr>
<td>.......</td>
<td>.................</td>
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<td>------------</td>
<td>..................</td>
<td></td>
</tr>
</tbody>
</table>

5. Clarifications obtained, if any:

6. **Preliminary Examination of Bids:**
   - Discuss preliminary examination for eligibility (ITB Clause 3), arithmetical errors, completeness, legal validity (has been properly signed and has submitted power of attorney etc.), bid validity, bid security and substantial responsiveness to commercial and technical aspects of bidding documents.

   - List arithmetical errors and corrected bid price.

   - Furnish details of all bids in Annexure – IV. -

List the bids rejected as non-responsive.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of bidder</th>
<th>Bid price</th>
<th>Brief reasons for rejection</th>
</tr>
</thead>
<tbody>
<tr>
<td>.......</td>
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<td>.......</td>
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<td>...........</td>
<td>................................</td>
</tr>
</tbody>
</table>

7. **Evaluation of substantially Responsive Bidders:**
   - State evaluation criteria, methodology cross-referencing to bid documents, assumptions, if any, made in evaluation (Annexure V).
- Discuss briefly offers and adjustment, if any for.

- Commercial aspects:
  
  - o omissions
  - o inland transportation
  - o delivery
  - o deviation in payment schedule
  - o spare parts
  - o operation and maintenance
  - o performance and productivity etc.

- Technical criteria:
  
  - o efficiency
  - o productivity
  - o training etc.

- Prepare evaluation table showing the rankings as under:

<table>
<thead>
<tr>
<th>Rank</th>
<th>Name of bidder/ Manufacturer/ Agent</th>
<th>Evaluated CIP destination price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>………………</td>
<td>………………………</td>
</tr>
<tr>
<td>2</td>
<td>………………</td>
<td>………………………</td>
</tr>
<tr>
<td>3</td>
<td>………………</td>
<td>………………………</td>
</tr>
</tbody>
</table>

(Details in Annexure VI)

- Brief discussion of offers:

- Determination of lowest evaluated responsive bidder.

8. **Post –qualification:**

- State criteria, if any, outlined in the bid document.

- Discuss actual qualification of selected bidder and determine whether the selected lowest evaluated responsive bidder is qualified to satisfactorily perform the contract.

  [If the determination is negative, lowest bid will have to be rejected and the next lowest evaluated bid considered for similar determination of bidder’s capability to perform satisfactorily. To qualify for a package of contracts made up of this and other contracts for which bids are invited, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.]

(Details in Annexure VII)

9. **Recommendations:**

- Furnish important features of bid recommended such as:
  
  - o Bidders name
  - o Model, quantity and total bid price for:
  - basic machine
- list of tools
- list of special accessories
- list of 2 years maintenance spares
- Other Services

Total Rs. ______________

- Source of origin
- Payment terms
  - Agency commission
  - Delivery
  - Inspection
  - Insurance
  - Freight
  - Performance security
  - Specifications
  - Other important terms and conditions
- Date of expiry of validity of the selected bid

(Enclose contract information sheet of selected bidder, Annexure VIII)

Signature of Evaluating Officer

Signature of Competent Authority

Enclosures (enclose only those which were not forwarded earlier):

1. Copy of bidding document (Annex I)
2. Prebid minutes (Annex II)
3. Minutes of bid opening (Annex III)
4. Details of assessment of bids (Annex IV)
5. Assessment made in evaluation (Annex V)
6. Evaluated bid prices of offers (Annex VI)
7. Details of post-qualification (Annex VII)
8. Contract information and selected bidder (Annex VIII)
## Assessment of Bids

(to Enclosure VI)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Name of Bidder 1</th>
<th>Name of Bidder 2</th>
<th>Name of Bidder 3</th>
<th>Name of Bidder 4</th>
<th>Name of Bidder 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Manufactured by</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Country of Origin</td>
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<td></td>
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</tr>
<tr>
<td>3.</td>
<td>Agent</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>4.</td>
<td>Classification</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>5.</td>
<td>Model Offered</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Model Number</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>7.</td>
<td>Total Bid Price</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Total Cost per unit as per Bid document in Indian Rupees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Credentials</td>
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<tr>
<td></td>
<td>………………</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Letter of Authorization</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>10.</td>
<td>Commercial Assessment*</td>
<td></td>
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</tr>
<tr>
<td>11.</td>
<td>Technical Assessment*</td>
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</tr>
<tr>
<td>12.</td>
<td>Decision on Responsiveness</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

* For details see attachment.
EVALUATION OF THE BIDS

Commercial Analysis for Responsiveness of Bid:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Name of Bidder 1</th>
<th>Name of Bidder 2</th>
<th>Name of Bidder 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Model Offered</td>
<td>..................</td>
<td>..................</td>
<td>..................</td>
</tr>
<tr>
<td>2.</td>
<td>Model No.</td>
<td>..................</td>
<td>..................</td>
<td>..................</td>
</tr>
<tr>
<td>5.</td>
<td>Bid Security</td>
<td>IRB, 15</td>
<td>..................</td>
<td>..................</td>
</tr>
<tr>
<td>5.1</td>
<td>Form of Bid Security</td>
<td>IRB, 15</td>
<td>..................</td>
<td>..................</td>
</tr>
<tr>
<td>5.2</td>
<td>Bank and Branch</td>
<td>IRB, 15</td>
<td>..................</td>
<td>..................</td>
</tr>
<tr>
<td>5.3</td>
<td>Expiry Date</td>
<td>IRB, 15</td>
<td>..................</td>
<td>..................</td>
</tr>
<tr>
<td>5.4</td>
<td>Amount</td>
<td>IRB, 15</td>
<td>..................</td>
<td>..................</td>
</tr>
<tr>
<td>6.</td>
<td>Validity of Bid</td>
<td>ITB, 16</td>
<td>..................</td>
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</tr>
<tr>
<td>7.</td>
<td>Letter of Authorisation</td>
<td>ITB, 13.3 (a)</td>
<td>..................</td>
<td>..................</td>
</tr>
<tr>
<td>8.</td>
<td>Bid Form</td>
<td>ITB, 9.1</td>
<td>..................</td>
<td>..................</td>
</tr>
<tr>
<td>9.</td>
<td>Exception to : Delivery:</td>
<td>ITB, 26.5(b)</td>
<td>..................</td>
<td>..................</td>
</tr>
<tr>
<td></td>
<td>Payment Terms; and</td>
<td>ITB, 26.5(c)</td>
<td>..................</td>
<td>..................</td>
</tr>
<tr>
<td></td>
<td>Others</td>
<td>ITB, 26.5(c)</td>
<td>..................</td>
<td>..................</td>
</tr>
<tr>
<td>10.</td>
<td>Bid Currency</td>
<td>ITB, 12</td>
<td>..................</td>
<td>..................</td>
</tr>
<tr>
<td>11.</td>
<td>Performance Statement</td>
<td>ITB, 13.3 (b)</td>
<td>..................</td>
<td>..................</td>
</tr>
<tr>
<td>12.</td>
<td>Decision on Commercial Responsiveness</td>
<td>ITB, 13.3 (b)</td>
<td>..................</td>
<td>..................</td>
</tr>
</tbody>
</table>

Note: [a] Add parameters as required to suit the item under procurement and as specified in your bidding document. [b] Bid security of Joint Venture must be in the name of all the partners in the Joint Venture submitted the bid.
**Technical Evaluation of the Bids:**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>Technical Specifications Clause Reference</th>
<th>Name of Bidder 1</th>
<th>Name of Bidder 2</th>
<th>Name of Bidder 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Model No.</td>
<td></td>
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<tr>
<td>2</td>
<td>Mfd. By*</td>
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<tr>
<td>3</td>
<td>Model Type</td>
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<tr>
<td>14</td>
<td>Decision on Commercial Responsiveness</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**a)** List the mandatory and optional features which are checked and compared as detailed in technical specifications to determine on conformity to technical specifications.

**b)** This should also cover all deviations listed by bidder in response to Clause 14.3 (c) of ITB
Annexure V
(to Enclosure VI)

Brief details of Assumptions made in Evaluation

a)

b)

c)

d)
## Comparative Statement of Responsive Offers

<table>
<thead>
<tr>
<th>Items</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Groups A and B separately) Cost per unit (in Rs.)</td>
<td>Bidder’s Name</td>
</tr>
<tr>
<td>1. Ex-factory/ex-showroom/ ex-warehouse or Off – the Shelf prices</td>
<td>…………</td>
</tr>
<tr>
<td>2. Excise duty (if quoted separately)</td>
<td></td>
</tr>
<tr>
<td>3. Packing &amp; forwarding charges</td>
<td></td>
</tr>
<tr>
<td>4. Inland freight</td>
<td></td>
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<tr>
<td>5. Insurance</td>
<td></td>
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<td>6. Other charges, if any</td>
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<tr>
<td>TOTAL</td>
<td></td>
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<td>7. Discounts, if any</td>
<td></td>
</tr>
<tr>
<td>8. Total unit cost as quoted</td>
<td></td>
</tr>
<tr>
<td>9. No. to be supplied</td>
<td></td>
</tr>
<tr>
<td>10. Total cost as quoted</td>
<td></td>
</tr>
<tr>
<td>11. Delivery period offered</td>
<td></td>
</tr>
<tr>
<td>12. Delivery period loading</td>
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</tr>
<tr>
<td>13. Payment terms loading</td>
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</tr>
<tr>
<td>14. Other loadings</td>
<td></td>
</tr>
<tr>
<td>15. Total evaluated price with loading</td>
<td></td>
</tr>
<tr>
<td>16. <strong>Ranking</strong></td>
<td></td>
</tr>
</tbody>
</table>
## POST QUALIFICATION

<table>
<thead>
<tr>
<th>Criteria as specified in the bidding document *</th>
<th>Bidder 1</th>
<th>Bidder 2</th>
<th>Bidder 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<tr>
<td>4.</td>
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<td></td>
</tr>
</tbody>
</table>

**Note 1** (*) List all criteria specified in the bidding document and give comments on how bidder meets or fails in criteria.

2. Give details for the recommended bidder and other lower bidders whose offer is evaluated as non-responsive / who have been determined as not meeting with this criteria.
## Details of Recommended Offer

Name of Bidder ________________________

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Item</th>
<th>Specification or Part No.</th>
<th>Unit</th>
<th>Qty</th>
<th>Rate</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Basic Item</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>List of Tools</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>List of Special accessories and spares</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>List of spares for 2-year maintenance</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
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</tr>
</tbody>
</table>

**Total Cost**
**PROCUREMENT CHECKLIST FOR CONTRACTS ABOVE PRIOR REVIEW THRESHOLD FOR CIVIL WORKS**

1. **Name of the Project** : .................................
2. **Procurement Package Number and Procurement Plan reference** : .................................
3. **Description of works** : .................................
4. **Estimated cost of works** : .................................
5. **Stipulated time of completion** .................................(in months)
   (including non-working season)
6. **Type of contract** : .................................ICB/NCB
7. **Whether the bidders were prequalified and, if so, attach details as per Annexure- I.** : .................................Yes/No
8. **Date of clearance of bidding document by Bank** : .................................
9. **When the bid notice was published in UNDB?** : .................................
10. **Publicity** .................................1. .................................
    (National Press – Name and Date of Publication) .................................2. .................................
    : .................................3. .................................
11. **Dates when the bidding documents were made available for sale** .................................From……………to…………………..
12. **Number of bidding documents purchased by prospective bidders** : .................................
    a) Domestic : .................................
    b) Foreign : .................................
13. **Prebid conference held on** (Scheduled it at about mid of bidding time) : .................................
14. **Date of clearance of prebid conference minutes by the Bank** : .................................

1 Not applicable for NCB
16. Last date of receipt and date of opening of bids (both should be the same): ..................................................

17. Number of bids received
   a) Domestic: ..........................................................
   b) Foreign: ..........................................................

18. Date of clearance of award by the Bank (No Objection cable): ..................................................

19. Award amount as cleared by the Bank: Currency Amount

   ..........................................................

20. Amount of contract* Currency Amount

   ..........................................................

21. Date of signing of the Contract: ..........................................................

22. Contract Number: ..........................................................

23. Name and nationality of the contractor: ..........................................................

24. Whether the contract includes price adjustment Clause?: Yes/No

25. Date of start of work: ..........................................................

26. Stipulated period of completion: ..........................................................

27. Performance Security: Percentage Deduction Total not exceeding

   Initial (%) from bills (%) exceeding

   a) Amount and currencies in proportion to the currencies of payment: ............ ............ ............

   b) Additional Security for unbalanced bids, if any: ............ ............ ............

   c) Defects liability period: ........................................months

   d) Validity as required: ........................................months

* Clarify reasons for variation if any from the value as cleared by the Bank vide S. No. 20
e) Has the successful bidder furnished the performance security in various currencies in an acceptable form with validity in accordance with the conditions of contract: If so, indicate

i) Form : ..............................................

ii) Amount : ..............................................

iii) Validity : ..............................................

(Attach copy of Instrument)

28. Reasons for delay, if any, in forwarding the confirmed copy of the contract. (Contracts along with the checklist, should be forwarded to the Bank within ten days of signing of agreement):

: ..............................................

: ..............................................

: ..............................................

30. Has the letter of appointment of Adjudicator been issued following the suggested format

: Yes/ No

: ..............................................

: ..............................................

Signature : ...............................

Name: ...............................

Designation : ...............................
ANNEXURE I
(to Enclosure VII)

PREQUALIFICATION DETAILS

1. Date of clearance of prequalification document by the Bank

2. Date of prequalification

3. When the pre-qualification notice was published in UNDB?

4. Publicity: (National press – Name and Date of publication)
   1. .............................................
   2. .............................................
   3. .............................................

5. Dates when prequalification documents were made available for sale
   (ICB – 45 to 90 days/
    LCB – 30 to 60 days)
   From...........To..................

6. Last date of receipt of prequalification application and date of opening

7. Date of prequalification conference
   (Schedule it at about mid of the time given to applicants)

8. Date of clearance of prequalification conference minutes by the Bank

9. No. of applicants who
   a) purchased the prequalification documents
      - Domestic
      - Foreign
   b) submitted the prequalification application
      - Domestic
      - Foreign
   c) are prequalified
      - Domestic
      - Foreign
   d) Date of clearance of prequalification by Bank

Signature ..................................
Name .....................................
Designation ..............................

Date .................................

111
## PROCUREMENT

### CHECKLIST FOR CONTRACTS ABOVE PRIOR REVIEW THRESHOLD FOR GOODS AND EQUIPMENT

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>Name of the Project</strong></td>
<td>: .................................</td>
</tr>
<tr>
<td>2.</td>
<td><strong>Procurement Package Number</strong></td>
<td>: .................................</td>
</tr>
<tr>
<td>3.</td>
<td><strong>Procurement Plan Reference:</strong></td>
<td>: .................................</td>
</tr>
<tr>
<td>4.</td>
<td><strong>Description of Goods</strong></td>
<td>: .................................</td>
</tr>
<tr>
<td>5.</td>
<td><strong>Estimated cost of Goods</strong></td>
<td>: Rs..............................lakhs</td>
</tr>
<tr>
<td>6.</td>
<td><strong>Stipulated time of completion</strong></td>
<td>: .........................(in months)</td>
</tr>
<tr>
<td>7.</td>
<td><strong>Type of contract</strong></td>
<td>: ICB/NCB</td>
</tr>
<tr>
<td>8.</td>
<td><strong>Whether the Bidding Document was cleared by the Bank? If yes, when? Give reference.</strong></td>
<td>: Yes/No</td>
</tr>
<tr>
<td>9.</td>
<td><strong>Date of invitation of bids</strong></td>
<td>: .................................</td>
</tr>
<tr>
<td>10.</td>
<td><strong>When the bid notice was published in UNDB?</strong></td>
<td>: .................................</td>
</tr>
<tr>
<td>11.</td>
<td><strong>Publicity (National Press – Name and Date of Publication)</strong></td>
<td>: 1. .................................&lt;br&gt;: 2. .................................&lt;br&gt;: 3. .................................</td>
</tr>
<tr>
<td>12.</td>
<td><strong>Dates when the bidding documents were made available for sale (ICB – 45 to 90 days/ LCB – 30 to 90 days)</strong></td>
<td>: From..............................to..............................</td>
</tr>
<tr>
<td>13.</td>
<td><strong>Number of bidding documents purchased by prospective bidders</strong>&lt;br&gt; a) Domestic</td>
<td>: .................................</td>
</tr>
<tr>
<td></td>
<td>b) Foreign</td>
<td>: .................................</td>
</tr>
<tr>
<td>14.</td>
<td><strong>Prebid conference held on (Scheduled it at about mid of bidding time)</strong></td>
<td>: .................................</td>
</tr>
<tr>
<td>15.</td>
<td><strong>Date of clearance of Prebid Conference minutes by the Bank</strong></td>
<td>: .................................</td>
</tr>
<tr>
<td>16.</td>
<td><strong>Last date of receipt and date of</strong></td>
<td>: .................................</td>
</tr>
</tbody>
</table>
opening of bids (both should be the same)

17. Number of bids received
   a) Domestic : ......................................
   b) Foreign : ......................................

18. Date of clearance of award by the Bank
   (No Objection cable) : ......................................

19. Award amount as cleared by the Bank
   : Currency Amount
      ..................  ..................

20. Amount of contract*
    : Currency Amount
      ..................  ..................

21. Date of signing of the agreement : ......................................

22. Contract Number : ......................................

23. Name and nationality of the Supplier : ......................................

24. Whether the contract includes price adjustment clause ?
   : Yes/ No

25. Date of start : ......................................

26. Stipulated time of completion : ......................................

27. Performance Security : ......................................%  
   a) Amount in the currency of contract
      : ......................................
   b) Warranty period : ......................................months
   c) Stipulation time of completion plus warranty period
      : ......................................
   d) Has the successful bidder furnished the performance security in various currencies in an acceptable form with validity in accordance with the conditions of contract: If so, indicate
      : ......................................

* Clarify reasons for variation if any from the value as cleared by the Bank vide S. No. 20
i) Form : .............................................
ii) Amount : .............................................
iii) Validity : .............................................

(Attach copy of Instrument)

28. Reasons for delay, if any, in forwarding the confirmed copy of the contract. (Contracts along with the checklist, should be forwarded to the Bank within ten days of signing of agreement):

29. Any other remarks (attach sheet, if necessary):

Signature: ..............................
Name: ..............................
Designation: ..............................

Date: ..............................
PROCUREMENT
CHECKLIST FOR POST-AWARD REVIEW OF CONTRACTS
FOR CIVIL WORKS

1. GENERAL:

1.1 Name of the Project

1.2 Procurement Package Number and Procurement Plan Reference

1.3 Description of works

1.4 Estimated cost of works

1.5 Stipulated period of completion

1.6 Whether the method of procurement adopted is in accordance with the Procurement Plan

i) Yes / No

ii) ICB/NCB

2. BIDDING DOCUMENT

2.1 Whether the bidding document used for this work is according to the standard model document cleared with the Bank?

Yes/No

2.2 If no, list the deviation from standards:

1. 

2. 

3. 

2.3 Whether Package and Slices procedure has been adopted? If so, have you suitably modified the clause for submission and evaluation of bids

Yes/No

2.4 Whether price adjustment clause provided?

Yes/No

(Provide when period of completion is more than 18 months)
Ensure that total percentage of labour contractor’s materials and POL equals 100, if ‘R’ in the formula represents net value of work done.

2.5 Whether bill of quantities and specifications properly checked? (Provide schedule of quantity for each slice separately and also one schedule for the combined work. i.e. for the package group in the same bidding document).

2.6 Bid Security:

a) Whether the guidelines have been followed in fixing the Bid Security? If not, give reasons

b) What is the percentage/ amount? (No exemption should be permitted to any bidder or any class of bidders)

2.7 Whether any preference on price or other conditions allowed in the bidding document/ award for any bidder or class of bidders? If yes, list the preferences. (No preferential treatment should be given to any bidder or class of bidders either for price or for conditions unless specifically cleared with the Bank and stipulated in the Project Agreement.)

2.8 Does the bidding document provide for advances? If so, give details

What is the interest rate of advances?
2.9 a) What is the performance security specified in the bidding document:

<table>
<thead>
<tr>
<th>Initial Deduction (Value M)</th>
<th>Total Not from bills exceeding (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>.................................. .................................. ..................................</td>
</tr>
</tbody>
</table>

2.10 Cost of bidding documents : Rs. ..............................................................

3.0 **BID INVITATION AND ISSUE OF BIDDING DOCUMENTS:**

3.1 Whether the bids for this work were rejected previously and are being reinvited? If yes, whether Bank’s clearance was obtained? Give reference (Bids should not be rejected without Bank’s prior consultation):

3.2 Date of invitation of bids : .................................................................

3.3 Publication of NIT (give names of national newspapers and date of publication):

1. .................................................................
2. .................................................................
3. .................................................................

3.4 (a) Dates when bidding documents were made available for sale;
(b) Sale period should generally be 30 to 90 days; if not, specify reasons:

3.4 (a) : from .................. to ..................

4.0 **PRE BID CONFERENCE**

4.1 Date of pre-bid conference (Schedule it at about mid of bidding time): ..............................................................

4.2 Whether pre-bid minutes were cleared with the Bank? When: Yes/No ..............................................................

4.3 Was any amendment issued after pre-bid conference? : Yes/No
SALE AND RECEIPT OF BIDDING DOCUMENTS:

5.1 Last date of receipt of bids and the date of opening of bids. (Both should be the same) : ...........................................

5.2 No. of documents purchased by prospective bidders : ...........................................

5.3 No. of bids received : ...........................................

6.0 EVALUATION :

6.1 Has award been made to the lowest : Yes/No responsive bidder? (Give rank lowest, or second lowest or third lowest, etc. Award should be made to the lowest responsive bidder.)

6.2 Give reasons for ignoring lower offers if the lowest bidder is not awarded : ...........................................

6.3 a) Has the bidder who has been awarded the contract furnished information about his capability and financial resources in response to stipulations made in IFB? : Yes/No

   b) Are you satisfied that he has the appropriate standards of capability and financial resources to execute the work satisfactorily? Comment briefly.

   c) Does he meet the minimum criteria for qualification, if any, specified in the bidding document? : Yes/No

6.4 Does the recommendation for award confirm that minutes of pre-bid conference were circulated to all prospective bidders? : Yes/No

6.5 Is the award to the lowest responsive bidder conditional? : Yes/No

6.6 Where any negotiations held with the bidders after opening of bids? If yes, whether Bank’s clearance was
obtained before holding negotiations and when? If Bank’s clearance was not obtained why? (Bank does not favour any negotiations.)

6.7 Whether the award was made within the original bid validity?

i) if no, list the reasons for delay:
   a) date of opening:
   b) date of award:
   ii) if extension of bid validity was sought, from all bidders and not from the lowest alone?
   iii) Was the period of extension exceeded 4 weeks?
   iv) If affirmative, was Bank’s clearance obtained?
   v) If yes, indicate date of clearance:

7.0 AWARD OF CONTRACT

7.1 Name of contractor:
7.2 Date of award of contract:
7.3 Date of signing of contract:
7.4 Contract value as awarded:
7.5 Contract number and date:
7.6 Date of start of work:
7.7 Stipulated time of completion of work:

8.0 PERFORMANCE SECURITY:

8.1 Defects liability period: months
8.2 Validity as required: months
8.2 Validity as provided: months
8.3 Has the successful bidder furnished performance: security in various currencies in an acceptable form with validity in accordance with the conditions of contract? If so, indicate:

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a) Amount and currencies in proportion to the currencies of payment: Rs.................................

b) Form
c) Validity
(Attach copy of Instrument)

9.0 ENCLOSURES:

9.1 Have the following been enclosed? : Yes/No
i) Minutes of pre bid meeting
ii) Complete item rate comparative statement : Yes/No
iii) Note leading to recommendations for the award (evaluation report) : Yes/No
iv) One conformed copy of agreement : Yes/No

10. Reasons for delay, if any, in forwarding the contract agreement. : ...........................................
(The agreement should be forwarded for post review by the Bank within ten days of signing of the agreement with all the enclosures.)

11. GENERAL: ........................................

12. Has the letter of appointment of Adjudicator been issued following the suggested format. : Yes/No

Signature: .........................
Name: ............................
Designation: ........................

Date: .........................
PROCUREMENT
CHECKLIST FOR POST-AWARD REVIEW OF CONTRACTS
FOR GOODS AND EQUIPMENT

1. GENERAL
   1.1 Name of the Project
   1.2 Procurement Package Number
   1.3 Procurement Plan Reference
   1.4 Description of Goods
   1.5 Estimated cost of Goods
   1.6 Stipulated period of completion
   1.7 Whether the method of procurement adopted is in accordance with the Procurement Plan

2. BIDDING DOCUMENT
   2.1 Whether the bidding document used for this work is according to the standard model document cleared with the Bank?
   2.2 If no, list the deviation from standards:
   2.3 Whether price adjustment clause provided?
   2.4 Bid Security
      a) Whether the guidelines have been followed in fixing the Bid Security? If no, give reasons.
      b) What is the percentage/amount? (No exemption should be permitted to any bidder or any class of bidders)
2.5 Whether any preference on price or other conditions allowed in the bidding document/award to any bidder or class of bidders? If yes, list the preferences. (No preferential treatment should be given to any bidder or class of bidders either for price or for conditions unless specifically cleared with the Bank and stipulated in the Project Agreement)

2.6 Does the bidding document provide for advances? If so, give details

What is the interest rate on advances?

2.7 Specified performance security in the bidding document – Percentage/ or amount

2.8 Cost of bidding documents

3.0 BID INVITATION AND ISSUE OF BIDDING DOCUMENTS:

3.1 Whether the bids for this item(s) were previously rejected and are being reinvited? If yes, whether Bank’s clearance was obtained? Give reference (Bids should not be rejected without Bank’s prior consultation)

3.2 Date of invitation of bids

3.3 Publication of NIT (give names of national newspapers and date of publication)

3.4 Dates when bidding documents were made available for sale: (should generally be 30 to 60 days; if not, specify reasons?)

Rs.------------------------------------------
4 PRE BID CONFERENCE

4.1 Date of pre-bid conference: .................................................................
(Schedule it at about mid of bidding time)

4.2 Whether pre-bid minutes were cleared with the Bank? When? Yes/No.................................

4.3 Was any amendment issued after pre-bid conference? Yes/No

4.4 Whether minutes of prebid conference and amendment transmitted to all the prospective bidders Yes/No

5.0 SALE AND RECEIPT OF BIDDING DOCUMENTS:

5.1 Last date of receipt of bids and the date of opening of bids. (Both should be the same): .................................................................

5.2 No. of documents purchased by prospective bidders: .................................................................

5.3 No. of bids received: .................................................................

6.0 EVALUATION:

6.1 Has award been made to the lowest responsive bidder who satisfies the minimum qualification criteria specified in the bidding document. (Give rank lowest, or second lowest or third lowest, etc.): Yes/No

6.2 Give reasons for ignoring lower offers if the lowest bidder is not awarded the contract: .................................................................

6.3 Are you satisfied that the bidder who has been awarded the contract has the appropriate standards of capability and financial resources to execute the supply as required on the basis of information furnished? Comment briefly: .................................................................
6.4 Is the award to the lowest responsive bidder conditional? : Yes/No

6.5 Where any negotiations held with the bidders after opening of bids? If yes, was Bank’s clearance was obtained before holding negotiations and when? If Bank’s clearance was not obtained why? (Bank does not favour any negotiations.) : Yes/No

6.6 Whether the award was made within the original bid validity? : Yes/No
i) If no, list the reasons for delay:
   a) date of opening: ........................................
   b) date of award: ........................................

ii) If extension of bid validity was sought, was that from all bidders and not from the lowest alone? : Yes/No

iii) Was the period of extension exceeded 4 weeks? : Yes/No

iv) If affirmative, was Bank’s clearance obtained? : Yes/No
   iv) If yes, indicate date of clearance: ........................................

7.0 AWARD OF CONTRACT

7.1 Name of Supplier: ........................................

7.2 Date of award of contract: ........................................

7.3 Date of signing of contract: ........................................

7.4 Contract value as awarded: ........................................

7.5 Contract number and date: ........................................

7.6 Date of start: ........................................

7.7 Stipulated time of completion of work: ........................................

8.0 PERFORMANCE SECURITY:
8.1 Specified warranty period : ..........................months

8.2 Validity as required : ..........................months

8.3 Has the successful bidder furnished performance security in various currencies in an acceptable form with validity in accordance with the conditions of contract? If so, indicate:

   a) Amount in currency of the contract: Rs...............................
   b) Form ........................................
   c) Validity (Attach copy of Instrument)

9.0 ENCLOSURES:

9.1 Have the following been enclosed?
   i) Minutes of pre bid meeting: Yes/No
   ii) Complete item rate comparative statement: Yes/No
   iii) Note leading to recommendations for the award (Evaluation Report): Yes/No
   iv) One confirmed copy of agreement: Yes/No

10. Reasons for delay, if any, in forwarding the contract agreement. (The agreement should be forwarded for post review by the Bank within ten days of signing of the agreement with all the enclosures.)

11. GENERAL:
    (Any other relevant information concerning the above procurement) ........................................

Signature: ..............................
Name: ..............................
Designation: ..............................

Date: ..............................
FORMAT FOR SEEKING BANK’S CLEARANCE FOR INCREASE IN CONTRACT VALUE BEYOND 15% OF THE ORIGINAL CONTRACT VALUE AS WELL AS FOR GRANTING EXTENSION OF THE STIPULATED TIME FOR PERFORMANCE OF THE CONTRACT
(For all Agreements Valued Rs. 45.00 lakhs and above)

<table>
<thead>
<tr>
<th>Credit/ Loan No.</th>
<th>…………………………</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Project</td>
<td>…………………………</td>
</tr>
<tr>
<td>Sub Project</td>
<td>…………………………</td>
</tr>
</tbody>
</table>

1. WBR No. : ………………………………………
2. Contract No. (Agreement) : ……………………………………… and
   : date ………………………………………
3. Name of Contractor : ………………………………………
4. Description of work : ………………………………………
5. a) Original Contract Value : ………………………………………
   b) Anticipated increased contract value as of date : ………………………………………
6. Bank’s no objection to the contract communicated on : ………………………………………
7. a) Completion date as per contract : ………………………………………
   b) Completion date as revised now : ………………………………………
   c) Expected date of completion : ………………………………………
8. Amount of increase in contract value anticipated : ………………………………………
   % w.r.t. original contract value : ………………………………………
9. Breakup for the increase in value of contract due to :
   a) Price adjustment : ………………………………………
   b) Extra Items : ………………………………………
   c) Variation in Quantities : ………………………………………
   d) Contract or Claims : ………………………………………
      1) Arbitration : ………………………………………
2) Other reasons : ...................................................

e) Exchange Variation : ...................................................

**Total** : ....................................................

10. Comments on reasons for the increase in contract value as
* well as reasons for extension of the stipulated time for
performance
* (use additional sheet where necessary)

...........................................

Chief Engineer, DWSS

...........................................

Superintending Engineer ...........Circle

...........................................
PROGRESS REPORT ON FIELD REVIEW CONTRACTS
(Contract Value below Rs. 45.00 lakhs)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Goods/Works/Equipment/Banks. Etc.</th>
<th>Type of Contract (NCB/Direct Contracting/National or International Shopping/Force Account)</th>
<th>Value of Goods/Works/Equipments/Books/Equipment/Banks. Etc.</th>
<th>Bid Invitation dates No. of Bid documents Sold/Issued</th>
<th>No. of Bids Received</th>
<th>Evaluation of Bids</th>
<th>Name of contractor/Supplier in whom Contract has been awarded</th>
<th>Name of contractor/Supplier rejected negotiation/preference, if any</th>
<th>Contract No. &amp; Date</th>
<th>Remarks regarding rejection/negotiation/preference, if any</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Estimated Awarded Invitation Opening Rank of Bidder Reasons for ignoring Lower Officers</td>
<td></td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
</tbody>
</table>

* Force Account means civil works carried out departmentally.

Note: a) For contracts of items (goods/equipment/books etc.) and works individually valued less than Rs. 2.00 lakhs a lumpsum value may be given indicating the total along with number of cases for the reporting period.

b) For works carried out under Direct Contracting / National Shopping / Force Account / Community Participation, the expenditure incurred in the quarter should be given as a lumpsum in Form 1-B/1, 1-B/II, 1-B/III and 1-B/IV.

c) For items (goods/equipment/books etc.) procured following shopping (national & international) procedure, the details should be included in this statement and summary in Form 1C.
ENCLOSURE-XIII  
(Form 1-B)

FORCE ACCOUNT

Name of Project: 
Credit No.: 
Year: 
Month:

Value permissible under Force Account as per Project Agreement: Rs.………..lakhs

VALUE OF WORKS EXECUTED ON FORCE ACCOUNT

<table>
<thead>
<tr>
<th>Name of Sub Project</th>
<th>From the beginning of Credit upto the end of previous</th>
<th>During the month under reporting</th>
<th>Total to be end of month under reporting month (Col 2 + 3)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(Rs.)</td>
<td>(Rs.)</td>
<td>(Rs.)</td>
</tr>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<td>2.</td>
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<td>6.</td>
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<td><strong>TOTAL FOR PROJECT</strong></td>
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Signature ..............................

Date: ..................  
Name and 
Designation..............................

Note: Itemwise details should be included in Form 1A only.
ENCLOURE-XIV  
(Form 1-C) 

NATIONAL SHOPPING 

Name of Project :  
Credit Loan/No. :  

Year :  
Month :  

Value permissible under National Shopping as per Project Agreement: Rs………….lakhs 

VALUE OF ITEMS PROCURED UNDER NATIONAL OR INTERNATIONAL SHOPPING 

<table>
<thead>
<tr>
<th>Name of Sub Project</th>
<th>From the beginning of Credit upto the end of previous</th>
<th>During the month under reporting</th>
<th>Total to be end of month under reporting month (Col 2 + 3)</th>
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<td>TOTAL FOR PROJECT</td>
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</table>

Signature ………………………………………..  
Date: …………………………… Name and Designation………………………….. 

Note: Item-wise details should be included in Form 1A only.
Suggested Draft of the Letter of Appointment of Adjudicators in Civil Works Contracts

Sub: ___________________________________________________ (Name of the Contract)

To

Name and address of the Adjudicator

We hereby confirm your appointment as adjudicator for the above contract to carry out the assignment specified in this Letter of Appointment.

For administrative purposes________________________ (name of the officer representing the Employer) has been assigned to administer the assignment and to provide the Adjudicator with all relevant information needed to carry out the assignment on behalf of both the Employer and the Contractor. The services will be required during the period of contract for the work of ____________________ (Name of the Contract).

The Adjudicator shall visit the worksite once in 3 (three) months till the completion of the work indicated above or as specifically requested by Employer/ Contractor for the period upto the end of defects liability period with prior intimation to the Employer and the Contractor. The services will be required during the period of contract for the work of ____________________ (Name of the Contract).

The Adjudicator shall visit the worksite once in 3 (three) months till the completion of the work indicated above or as specifically requested by Employer/ Contractor for the period upto the end of defects liability period with prior intimation to the Employer and the Contractor. The services will be required during the period of contract for the work of ____________________ (Name of the Contract).

The appointment will become effective upon confirmation of this letter by you. The appointment of Adjudicator shall be liable for termination under a 30 (thirty) days written notice from the date of issue of the notice, if both Employer and the Contractor so desire. Also the appointment shall automatically stand terminated 14 days after the defect notice/correction period as stated in Clauses 35 and 36 of the Conditions of Contract is over.

The Adjudicator will be paid a fee of Rs.3000/- (Rupees : three thousand only) per each day of visit at the worksite. The actual expenses for boarding and traveling in connection with the assignment will be reimbursed to the Adjudicator. The Adjudicator will submit a pre-receipted bill in triplicate to the Employer indicating the date of the visit, fees for the visit and a proof in support of the actual expenditure incurred by him against boarding, lodging and traveling expenses after performing the visit on each occasion. The Employer will make the admissible payment (both the Employer’s and the Contractor’s share) to the Adjudicator within 30 days of the receipt of the bill. The Contractor’s share on this account (half the paid amount) will be recovered by the Employer from the Contractor’s bills against the work.

In accepting this assignment, the Adjudicator should understand and agree that he is responsible for any liabilities and costs arising out of risks associated with travel to and from the place of emergency repatriation, loss or damage to personal/ professional effects and property. The Adjudicator is advised to effect personal insurance cover in respect of such risks if he does not already have such cover in place. In this regard, the Adjudicator shall maintain appropriate medical, travel, accident and third-party liability insurance. The obligation under this paragraph will survive till termination of this appointment.
Procedures for resolution of disputes by the Adjudicator is described in the contract of [name of the Contract] between the employer and the contractor vide Clauses No. 24, 25 and 26 of the Conditions of Contract and Contract Data. Your recommendation should be given in the format attached.

The Adjudicator will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment and will conduct himself in a manner consistent herewith. After visiting the worksite, the Adjudicator will discuss the matter with the Employer and if necessary with the Contractor before arriving at any decision.

The Adjudicator will agree that all knowledge and information not within the public domain, which may be acquired while carrying out this service shall be for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any party whatsoever, except with the permission of the Employer and the Contractor. The Adjudicator’s decision should be communicated in the form of a speaking order specifying the reasons.

The Adjudicator will agree that any manufacturing or construction firm with which he might be associated with, will not be eligible to participate in bidding for any goods or works resulting from or associated with the project of which this consulting assignments forms a part.

Read and Agreed
Name of Adjudicator
Signature

Place:
Date:
Name of Employer
Signature of authorized representative of Employer
Name of Contractor
Signature of authorized representative of Contractor

Attachment: Copy of contract document between the employer and contractor and format for recommendation.
SUMMARY OF ADJUDICATOR’S RESPONSIBILITIES

The Adjudicator has the following principal responsibilities:

1. Visit the site periodically
2. Keep abreast of job activities and developments
3. Encourage the resolution of disputes by the parties
4. When a dispute is referred to it, conduct a hearing, complete its deliberations, and prepare a recommendation in a professional and timely manner (as per sample format)
Sample Format of Adjudicators’ Recommendation

[Project Name]
RECOMMENDATION OF ADJUDICATOR

Dispute No. [NAME OF DISPUTE]

Hearing Date: …………………

Dispute
Description of dispute. A one or two sentence summation of dispute.

Contractor’s Position
A short summation of the Contractor’s position as understood by the Adjudicator.

Employer’s Position
A short summation of the Employer’s position as understood by the Adjudicator.

Recommendation
The Adjudicator’s specific recommendation for settlement of the dispute. (the recommended course is consistent with explanation).

Explanation
(This section could also be called Considerations, Rationale, Findings, Discussion, and so on) The Adjudicator’s description of how each recommendation was reached.

Respectfully submitted.

Date: ____________________
ENCLOSURE - XVI

MINUTES OF BID OPENING – (NCB Goods/Works)
__________________________________________________________Project
Loan No./Credit No. : ______________________________

<table>
<thead>
<tr>
<th>Basic Data Sheet</th>
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<tbody>
<tr>
<td>1. Package Number :</td>
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<tr>
<td>2. Item/Work Description :</td>
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<tr>
<td>3. Estimated Value :</td>
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<td>4. Date of issue of IFB :</td>
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<td>5. Mode of Procurement :</td>
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<td>6. (a) Deadline for submission of bids : _____________ at ____________ hours (date and time)</td>
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<td>(b) Bid opening date and time : _____________ at ____________ hours</td>
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<td>7. No. of Bidding Documents Sold :</td>
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<tr>
<td>8. Number of bids received :</td>
</tr>
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<td>9. Bid Validity expires on :</td>
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</tbody>
</table>

Signature of the bid opening officer: _________________
(Bid Opening Committee)
Name of bid opening officer: _________________
(Bid Opening Committee)
Title of the bid opening officer: _________________
(Name of the Project)

RECORD OF BID OPENING (NCB)

Loan Number :______________
Credit Number: _____________

Package Number : ________________

Description of Item / Work: ________________________________________________

1. The following bids received by closing date and time i.e. _________ hours on ________, were publicly opened in the presence of the bidders representatives listed below at _________ hours on ____________ (date)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Number of Bidder</th>
<th>Group</th>
<th>Bid Security in Rupees</th>
<th>Bid Amount * (CIP Destination/ In Rupees)</th>
<th>Discount offered, if any (modifications or withdrawals)</th>
<th>Alternative offer, if any</th>
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2. The following representatives of bidders are present during the bid opening:

<table>
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<tr>
<th>S. No.</th>
<th>Name of Representative</th>
<th>Signature</th>
<th>Name of Bidder/ Name* of Manufacturer if different from bidder</th>
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3. Complaints, if any:
Signature, Name and Designation of the Bid Opening Officer’s (Bid Opening Committee) :

1. ______________________________________________________________________
2. ______________________________________________________________________
3. ______________________________________________________________________
4. ______________________________________________________________________

*Modify as required for each case
• **INSPECTION & TESTS**

The following inspection procedures and tests are required by the Employer:

After manufacture, the supplier shall get each equipment (item of Goods inspected in manufacturer’s work and forward to the Engineer along with his letter seeking inspection, a test certificate along with guarantee/ warranty certificate confirming that the equipment/ goods conformed to contract specifications.

Upon receipt of the test certificate, the Engineer or his representative shall arrange for inspection and/or test, of any or all the equipments (Goods prior to issuance of dispatch clearance). In cases where the supplier are received from abroad, the Engineer has the option to waive the pre dispatch inspection.

However, the inspection and dispatch clearance by the Engineer or the waiver thereof will not prejudice the right of the Engineer or its consignee to test the equipment/ goods on receipt at destination upon receipt of goods at final destination, the Engineer shall have the right to inspect and/or test the equipment/ Goods to confirm their conformity to the contract specifications.

If the equipment fails to meet the contract specifications during inspection, whether pre-dispatch or upon receipt of at final destination, the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to ensure that all suppliers meet with the specifications specified in the contract.
PROFORMA – A

Nomination of three representatives in the meeting of Users Group of village – as members of Procurement Sub Committee (PSC) for purchase of materials as required

This day __________in the village _______________block __________________district________________________the meeting held under Chairmanship of President, GPWSC, nominations of three members of GPWSC as members of the Procurement Sub-Committee for purchase of construction materials, local and non-local, have been deliberated. After due deliberation the following three persons are nominated as member of Procurement Sub – Committee.

1. Shri/Smt. ______________Son/Wife/ daughter of Shri/ Smt________________
2. Shri/Smt. ______________Son/Wife/ daughter of Shri/ Smt________________
3. Shri/Smt. ______________Son/Wife/ daughter of Shri/ Smt________________

Above noted representatives shall carry out Market Survey to ascertain various possible suppliers, who can supply construction materials with reputed brands in good quality and shall submit their recommendations to the User Groups of the village in the prescribed format. Sub Divisional Engineer of DWSS nominated by DWSS shall assist the Procurement Sub-Committee (PSC) in ascertaining the brands and rates and shall function as facilitator only.

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<th>Sl. No.</th>
<th>Name</th>
<th>Designation</th>
<th>Signature</th>
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(Above resolution must be approved by representatives of 25 number of houses or 50% of total number of houses if less than 25, including GPWSC members).
PROFORMA – B

NOMINATION OF FACILITATOR FOR PROCUREMENT SUB –COMMITTEE

By
Support Organization

Shri/Smt._____________________________ Sub Divisional Engineer of ________________Division, DWSS ______________________ is hereby nominated as representative of DWSS to act as facilitator to assist the Procurement Sub Committee (PSC) for procurement of materials, verification of rates and ascertaining the brands, as a Facilitator.

Signature
Name: ________________
Team Leader: ________________

(Seal of DWSS)
NAME OF VILLAGE/ HABITATION : ________________
NAME OF BLOCK : ________________
NAME OF DISTRICT : ________________

PROCUREMENT PLAN (GOODS)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Process of Procurement</th>
<th>Package/lot</th>
<th>Description of material</th>
<th>Quantity</th>
<th>Rates as approved in DPR (Rs.)</th>
<th>Total Value (Rs.)</th>
<th>Budgeted Provision (Rs.)</th>
<th>Remarks if any</th>
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Grand Total

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<th>Sl. No.</th>
<th>Process of Procurement</th>
<th>Package/lot</th>
<th>Description of material</th>
<th>Quantity</th>
<th>Rates as approved in DPR (Rs.)</th>
<th>Total Value (Rs.)</th>
<th>Budgeted Provision (Rs.)</th>
<th>Remarks if any</th>
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Grand Total

Junior Engineer/ Sub Divisional Engineer
GPWSC
DWSS
FORMAT –II

Name of Village/ Habitation : ________________
Name of block : ________________
Name of district : ________________

PROCUREMENT PLAN (WORKS)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Package lot No.</th>
<th>Process of Procurement</th>
<th>Description of work</th>
<th>Quantities to be executed</th>
<th>Rates as per sanctioned DPR (In Rs.)</th>
<th>Total Value (Rs.)</th>
<th>Budgeted Provision (Rs.)</th>
<th>Remarks</th>
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Grand Total

Junior Engineer/ Sub Divisional Engineer
GPWSC
DWSS
MARKET SURVEY (SELECTION OF MARKET)

PROFORMA – C
Part I

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of material to be purchased</th>
<th>Quantity to be purchased in first lot as per DPR</th>
<th>Remarks</th>
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This day ______________________________ in the meeting of GPWSC following markets are selected for the purchase of above noted materials and the Procurement Sub-committee is directed to carry out market survey in these selected markets.

Market ____________________________ Place ____________________________
Market ____________________________ Place ____________________________
Market ____________________________ Place ____________________________

Market survey work must be completed by dated ____________________________
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Members of GPWSC</th>
<th>Sl. No.</th>
<th>Name and signatures of other residents of village</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Name</td>
<td>Designation</td>
<td>Signature</td>
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Above resolution must be approved by representatives of 25 numbers of houses of 50% of total number of houses if less than 25, including GPWSC members.
ENCLOSURE - XXIII

MARKET SURVEY (COLLECTION OF SEALED QUOTATIONS)

PFOFORMA –C

Part – II

Name of the Village

Nominated members of PSC

Block

1. Mr/Mrs/Miss________________

District

2. Mr/Mrs/Miss________________

3. Mr/Mrs/Miss________________

Name of Junior Engineer

Market Survey date (i) _______________________

(ii) _______________________

(iii) _______________________

In compliance with resolution of GPWSC Proforma C (Part –I) dated ______ following markets have been surveyed by PSC

Market __________________Place_______________________

Market __________________Place_______________________

Market __________________Place_______________________

(if other markets are surveyed in addition to above, a note to this effect shall be given. If necessary, details may also be given)

The PSC is submitting following market survey Proforma with details

_________________________

_________________________

_________________________

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Construction Material</th>
<th>Measurement/ Quantity</th>
<th>Name of authorized dealer</th>
<th>Rate (Rs.)</th>
<th>Rate (Rs.)</th>
<th>Rate (Rs.)</th>
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(Quotations should be enclosed in token of having received above rates).

On the above basis of above noted comparative statement, materials of Sl. No._____ from M/s______ Sl. No. ______-from M/s ______ Sl. No. _____from M/s______ are recommended to be purchased.

Signature
Name
Representative of GPWSC

Signature
Name
Representative of GPWSC

Signature
Name
Representative of GPWSC

Note : Recommendations, if any for purchase of materials higher than lowest rates must be explained.
FORMAT OF QUOTATION*

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description Goods</th>
<th>Specifications</th>
<th>Qty.</th>
<th>Unit</th>
<th>Quoted Unit Rate in Rs.</th>
<th>Total amount</th>
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<td>In Figures</td>
<td>In words</td>
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</table>

Total Cost : Rs………………
Add Sales Tax/ VAT : Rs ……………
Grand Total …………………

We agree to supply the above goods in accordance with the technical specifications for a total contract price of Rs.………..(amount in figures) (Rs.………..(in words) within the period specified in the Invitation for Quotations.

We also confirm that the normal commercial warrantee/ guarantee of ………..months shall supply to the offered goods.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery

Signature of Supplier
MARKET SURVEY
PROFORMA – C
Part –III

Name of the Village
Block
District

This day_________ in general body meeting of beneficiaries, President GPWSC placed the recommendations of the PSC in Proforma C (Part I & II) as approved under resolution of the general body of beneficiaries in the meeting dated __________.

Comparative statement and recommendations is submitted by the PSE have been deliberated and decisions taken for purchase of construction material as per following details

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Construction Material (along with brand)</th>
<th>Quantity to be purchased</th>
<th>Rate (Rs.)</th>
<th>Amount (Rs.)</th>
<th>Name of authorized dealer/vendor</th>
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<tr>
<th>Sl. No.</th>
<th>Members of GPWSC</th>
<th>Sl. No.</th>
<th>Name and signature of User Groups and other residents of the village</th>
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<tbody>
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<td>Designation</td>
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Note: In case of the decision taken is contrary to the recommendation of PSC, reasons thereof shall be recorded.

On the basis of above details the President GPWSC is authorized to submit related documents with quotations to examine the documents and recommend the reasonableness of lowest quoted rates.

(Above resolution must be approved by representatives of 25 numbers of houses or 50% of total number of houses if less than 25, in addition GPWSC members.)
5.15 RESOLUTION FOR PROCUREMENT OF GOODS

President GPWSC ____________(Village) Block ________, District ________called a
general body meeting of the users. The recommendations of the Procurement Sub-Committee
regarding purchase of materials as submitted in Proforma C- Part II was placed before the
general body, apprising the members, details of recommendation. In accordance with the
decision taken in the general body meeting, GPWSC shall passed a resolution related to
purchase of materials in Proforma C Part III.

……………………………….
……………………………….
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