

INDIA

UTTAR PRADESH

**UP WATER SECTOR RESTRUCTURING PROJECT
(UPWSRP- Phase-II)**

IDA Credit Number- 5298-IN

National Competitive Bidding Document

NO: 06/NCB/FMISC/ UPWSRP/prof. staff/2016-17

For the

Hiring agency

For providing services of

Professional staff for FMISC office

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Part I – Bidding Procedures

Section I. Instructions to Bidders

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Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 The Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is **provided in the BDS**.
- 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**.
- 2. Source of Funds**
- 2.1 The Borrower, as **defined in the BDS**, intends to apply part of the funds of a loan from the World Bank, **as defined in the BDS**, towards the cost of the Project, **as defined in the BDS**, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the loan proceeds.
- 3. Corrupt or Fraudulent Practices**
- 3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. ¹ In pursuance of this policy, the Bank:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) "corrupt practice"² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of these SBDs, "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ For the purpose of these SBDs, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

to obtain a financial or other benefit or to avoid an obligation;

- (iii) “collusive practice”⁴ 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”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under para. 1.14 (e) of the Bank’s Procurement Guidelines.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the

⁴ For the purpose of these SBDs, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ For the purpose of these SBDs, “party” refers to a participant in the procurement process or contract execution.

situation;

- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

4. Eligible Bidders

- 4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.
- 4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.
- 4.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.
- 4.4 The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the

Charter of the United Nations.

- 4.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Sub-Clause 3.1.

5. Qualification of the Bidder

- 5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

- 5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

- 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other

- financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers;
 - (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
 - (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.
- 5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
 - (b) the Bid shall be signed so as to be legally binding on all partners;
 - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
 - (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- (a) annual volume of Services of at least the amount **specified in the BDS**;
 - (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS**;

- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

- 6. One Bid per Bidder** 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 7. Cost of Bidding** 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
- 8. Site Visit** 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- 9. Content of** 9.1 The set of bidding documents comprises the documents listed

Bidding Documents in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Eligible Countries
Section V	Activity Schedule
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Performance Specifications and Drawings (if Applicable)
Section IX	Contract Forms

9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.

10. Clarification of Bidding Documents 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

11. Amendment of Bidding Documents 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

- 12. Language of Bid** 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 13. Documents Comprising the Bid** 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Security;
 - (c) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;
- and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.
- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract
- 14. Bid Prices** 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 14.4 If **provided for in the BDS**, the rates and prices quoted by the

Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

15. Currencies of Bid and Payment

15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:

- (a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise **specified in the BDS**; and
- (b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any member country of the Bank.

15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

16. Bid Validity

16.1 Bids shall remain valid for the period **specified in the BDS**.

16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign

currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

17.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in the currency of the Employer's Country or a freely convertible currency, and shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid submission;
- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34;
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.

17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

18. Alternative Proposals by Bidders

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the

Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

20. Sealing and Marking of Bids

20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES".

20.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS**;
- (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
- (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in

which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

- 22. Late Bids** 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids** 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

- 24. Bid Opening** 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause

23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

27. Examination of Bids and Determination of Responsiveness

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially

responsive to the requirements of the bidding documents.

27.2 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 (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

28. Correction of Errors

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).

29. Currency for Bid Evaluation

29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Day work where priced competitively) to either:

(a) the currency of the Employer's country at the selling rates established for similar transactions by the authority **specified in the BDS on the date stipulated in the BDS;**

or

(b) a currency widely used in international trade, such as the

U.S. dollar, **stipulated in the BDS**, at the selling rate of exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 29.1 (a) above on the date **specified in the BDS** for the amount payable in the currency of the Employer's country.

30. Evaluation and Comparison of Bids

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 28;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders

31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

- 32. Award Criteria**
- 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.
- 32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract 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.
- 33. Employer’s Right to Accept any Bid and to Reject any or all Bids**
- 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.
- 34. Notification of Award and Signing of Agreement**
- 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).
- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.

- 34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.
- 35. Performance Security**
- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.
- 35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 36. Advance Payment and Security**
- 36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.
- 37. Adjudicator**
- 37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

A. General	
1.1	<p>The Employer is Chief Engineer, Investigation & Planning, Flood on behalf of Government of Uttar Pradesh.</p> <p>The name and identification number of the Contract is Hiring agency for providing services of Professional staff for FMISC office and IFB no. 06/NCB/FMISC/ UPWSRP/prof. staff/2016-17.</p>
1.2	The Intended Completion Date is 18 months from the date of contract.
2.1	<p>The Borrower is Government of India (GOI)</p> <p>The Project is Uttar Pradesh Water Sector Restructuring Project (UPWSRP Phase-II)</p> <p>The IDA Credit number is 5298-IN</p>
5.2	Prequalification has not been undertaken.
5.3	<p>The Qualification Information and Bidding forms to be submitted are as follows:</p> <ul style="list-style-type: none"> (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder; (b) total monetary value of Services performed for each of the last three years; (c) experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts; (d) N.A. (e) N.A. (f) reports on the financial standing of the Bidder, such as profit and

	<p>loss statements and auditor's/Chartered Accountant reports for the past three year i.e. 2013-14, 2014-15, & 2015-16;</p> <p>(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);</p> <p>(h) authority to the Employer to seek references from the Bidder's bankers;</p> <p>(i) information regarding litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount (Declaration letter/affidavit to be enclosed with the bid)</p> <p>(j) Sub-contracting is not allowed.</p> <p>(k) All documents and attachments submitted with the bid must be page numbered.</p>
5.4	Joint Ventures are not allowed.
5.5	The bidder must submit signed copy of following documents as per checklist given in Annexure-A along with the bid; otherwise bid shall be treated as Non-Responsive and bid shall be rejected.
5.5(a)	The minimum required average annual volume of Services for the successful Bidder in the last three years (F.Y. 2013-14, 2014-15, & 2015-16) shall be Rs. 75.00 lac (copy of documentary evidence to be enclosed with the bid).
5.5(b)	<p>The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 3 years the following:</p> <p>The firm having prior experiences in providing same services to the Government/Private sector for at least 3 years (copy of documentary evidence to be enclosed with the bid).</p>
5.5(c)	N.A.
5.5(d)	N.A.
5.5(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be Rs. 10.00 lac
5.5(f)	N.A.

B. Bidding Data	
9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be one original & one copy
C. Preparation of Bids	
12.1	Language of the bid: English
13.1	The additional materials required to be completed and submitted are: N.A.
14.4	The Contract is not subject to price adjustment in accordance with Clause 6.6 of the General Conditions of Contract (GCC).
15.1	Local inputs shall be quoted in Indian National Rupee (INR)
16.1	The period of Bid validity shall be 90 days after the deadline for Bid submission specified in the BDS.
17.1	The Bidder shall provide: a Bid security in the shape of Bank Guarantee / Fixed Deposit Receipt (FDR) / Term Deposit Receipt (TDR) only in favour of Financial management Expert, PACT (DDO of FMISC). Demand draft / Banker's cheques are not accepted as bid security.
17.2	The amount of Bid Security shall be INR 300000.00 (Rupees three lac only) . The period of bid security validity shall be 90 days plus 28 days after the deadline for Bid submission specified in BDS.
18.1	Alternative bids not permitted.
18.2	N.A.
18.4	N.A.
D. Submission of Bids	
20.2	The Employer's address for the purpose of Bid submission is Chief Engineer, Investigation & Planning, Flood. Irrigation & Water Resource Department, 1 st Floor, Dr. Ram Manohar Lohiya, Parikalp Bhawan, Telibagh,

	<p>Lucknow-226025, Uttar Pradesh, India Phone & Fax: 91-522-2440041 , 42 , 43</p> <p>For identification of the bid the envelopes should indicate: Contract: Hiring agency for providing services of Professional staff for FMISC office</p> <p>Bid Number: 06/NCB/FMISC/ UPWSRP/prof. staff/2016-17</p>
21.1	<p>The deadline for submission of bids shall be 1st November, 2016 (01.11.2016)</p> <p>Time: IST 15:00 hrs IST</p>
E. Bid Opening and Evaluation	
24.1	<p>Bids will be opened at IST 15:30 hrs IST of the day 1st November, 2016 (01.11.2016) at the following address: Executive Engineer, Room no. 118, Flood Management Information System Center Irrigation & Water Resource Department, Uttar Pradesh, 1st Floor, Dr. Ram Manohar Lohiya Parikalp Bhawan, Telibagh, Lucknow-226025, Uttar Pradesh, India</p>
29.1	N.A.
F. Award of Contract	
35.0	The Performance Security acceptable to the Employer shall be in the Standard Form of Bank Guarantee and for an amount of 8% of the contract price.
36.1	N.A.
37.1	The Adjudicator proposed by the Employer is to be nominated.

Section III. Bidding Forms

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Service Provider's Bid

[Date]

To:

*Chief Engineer, Investigation & Planning, Flood,
Room no. 121, Flood Management Information System Center
Irrigation & Water Resource Department, Iko Uttar Pradesh,
1st Floor, Dr. Ram Manohar Lohiya Parikalp Bhawan, Telibagh,
Lucknow-226025, Uttar Pradesh, India*

Having examined the bidding documents including addenda No, we offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* *[names of currencies]*.

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		

We accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator.

[Or]

We do not accept the appointment of *[name proposed in the Bidding Data Sheet]* as the Adjudicator, and propose instead that *[name]* be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
(if none, state "none")		

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Priced Activity Schedule

Detail of Contract Price (Quoted by bidder)

Sl. No.	Item	Cost in % (Percentage)	Total Cost in Rs.
1	Total cost of salary	-	
2	Overhead Charges including charge for maintaining office at Lucknow and managing payments to deployed staff (in percentage of total cost and total amount)
3	Profit (in percentage of total cost and total amount)
	Total of (2+3)

Note- The service tax will be paid as per Govt. rule.

Signature of Bidder-----

Place :

Date :

Name -----

Business address -----

Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
- Principal place of business: *[insert]*
- Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in three years, in the currency specified in the BDS: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last ten years i.e. since 2005-06. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.3(d).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)		N.A.	

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.3(e) and GCC Clause 4.1.

Position	Name	Years of experience (general)	Years of experience in proposed position
(a)			
(b)			

- 1.6 Proposed subcontracts and firms involved. Refer to ITB sub clause 5.3 (j) -

Deleted

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information regarding litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

- 1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2.
- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Joint Ventures

J.V. are not allowed.

3. Additional Requirements

- 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Letter of Acceptance

[Letterhead paper of the Employer]

[Date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

Note: Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bidding Data]*,

or

We accept that *[name proposed by bidder]* be appointed as the Adjudicator

or

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Employer]* (hereinafter called the "Employer") and, on the other hand, *[name of Service Provider]* (hereinafter called the "Service Provider").

[Note: *In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider's obligations under this Contract, namely, *[name of Service Provider]* and *[name of Service Provider]* (hereinafter called the "Service Provider").]*

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received [*or has applied for*] a loan from the International Bank for Reconstruction and Development (hereinafter called the "Bank") [*or a credit from the International Development Association (hereinafter called the "Association")*] towards the cost of the Services and intends to apply a portion of the proceeds of this loan [*or credit*] to eligible payments under this Contract, it being understood (i) that payments by the Bank [*or Association*] will be made only at the request of the Employer and upon approval by the Bank [*or Association*], (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [*or credit*], and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan [*or credit*] or have any claim to the loan [*or credit*] proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:

- (a) the Letter of Acceptance;
- (b) the Service Provider's Bid

- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [**Note:** *If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: *If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Bid Security (Bank Guarantee)

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

Beneficiary: Financial Management Expert, PACT

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

[signature(s)]

Bid-Securing Declaration

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

.....N.A.....

Section IV. Eligible Countries

**Eligibility for the Provision of Goods, Works and Services in
Bank-Financed Procurement**

..... N.A

Part II – Activity Schedule

Section V. Activity Schedule

Scope of Services-

The present assignment of Professional staff for FMIS Office is given in section viii
– Performance Specifications.

Part III – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

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Section V. General Conditions of Contract

A. General Provisions

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;

or

- (c) "Association" means the International Development Association, Washington, D.C., U.S.A.;
- (d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- (h) "Employer" means the party who employs the Service Provider
- (i) "Foreign Currency" means any currency other than the currency of the country of the Employer;
- (j) "GCC" means these General Conditions of Contract;
- (k) "Government" means the Government of the Employer's country;
- (l) "Local Currency" means the currency of the country of the

Employer;

- (m) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;
- (n) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- (o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- (u) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer's country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

1.3 Language This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address

specified in the SCC.

- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**
- 1.7 Inspection and Audit by the Bank** The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

2.5 Force Majeure**2.5.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination**2.6.1 By the Employer**

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;

- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice”⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”⁷ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”⁸ 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”⁹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of

⁶ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁷ For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁸ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁹ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines.

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

In the event that the World Bank suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

2.6.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity

under this Contract;

- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Employer's Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

- 3.8.1 Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
- 3.8.2 Correction for Over-payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.
- 3.8.3 Lack of performance penalty** If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.
- 3.9 Performance Security** The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

4. Service Provider's Personnel

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
- 4.2 Removal and/or Replacement of Personnel** (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent

or better qualifications.

- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price**
 - (a) The price payable in local currency is **set forth in the SCC.**
 - (b) The price payable in foreign currency is **set forth in the SCC.**
- 6.3 Payment for Additional**
 - 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a

Services, and Performance Incentive Compensation	breakdown of the lump-sum price is provided in Appendices D and E.
6.3.2	If the SCC so specify , the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
6.4 Terms and Conditions of Payment	Payments will be made to the Service Provider according to the payment schedule stated in the SCC . Unless otherwise stated in the SCC , the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC . Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
6.5 Interest on Delayed Payments	If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.
6.6 Price Adjustment	<p>6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:</p> $P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ lmc/loc}$ <p>Where:</p> <p>P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.</p> <p>A_c, B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and</p> <p>Lmc is the index prevailing at the first day of the month of the corresponding invoice date and Loc is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.</p> <p>lmc is the index prevailing at the first day of the month of the corresponding invoice date and loc is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.</p>

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and Z_n is the corresponding number of such currency units on the date of the current index.

6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

6.7 Dayworks

6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.

6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice a Defect is given, the Service Provider shall

correct the notified Defect within the length of time specified by the Employer's notice.

- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

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

Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words "in the Government's Country" are amended to read "in India"
1.1(a)	The Adjudicator shall be nominated later
1.1(e)	The contract name is Hiring agency for providing services of Professional staff for FMISC office
1.1(h)	The Employer is Chief Engineer, Investigation & Planning, Flood , Irrigation Department, Lucknow on behalf of Government of Uttar Pradesh
1.1(m)	The Member in Charge is
1.1(p)	The Service Provider is _____
1.2	The Applicable Law is India
1.3	The language is English
1.4	<p>The addresses are:</p> <p>Employer: Chief Engineer, Investigation & Planning, Flood Flood Management Information System Center Irrigation & Water Resource Department, Uttar Pradesh, 1st Floor, Dr. Ram Manohar Lohiya Parikalp Bhawan, Telibagh, Lucknow-226025, Uttar Pradesh, India</p> <p>Attention: Mr.</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer:</p> <p style="padding-left: 40px;">Executive Engineer, FMISC 1st Floor, Dr. Ram Manohar Lohiya Parikalp Bhawan, Irrigation & Water Resource Department, Uttar Pradesh, Telibagh, Lucknow-226025, Uttar Pradesh, India</p> <p>For the Service Provider: _____</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.1	The date on which this Contract shall come into effect is the date the contract is signed by both parties.
2.2.2	The Starting Date for the commencement of Services is the date the contract is signed by both parties.
2.3	The Intended Completion Date is 18 months from the date of Contract i.e. ...
3.2.3	Activities prohibited after termination of this Contract are: all activities under the contract
3.4	The risks and coverage by insurance shall be: Service Provider's liability and workers' compensation
3.5(d)	The other actions are none.
3.7	Restrictions on the use of documents prepared by the Service Provider are: N.A.
3.8.1	N.A.
3.8.3	The performance Penalty is mentioned in Section-VIII- Penalty of Performance Specification.
5.1	The assistance and exemptions provided to the Service Provider are: N.A.
6.2(a)	The amount in local currency is in Indian National Rupee (INR).
6.2(b)	N.A.
6.3.2	The performance incentive paid to the Service Provider shall be: None
6.4	Payments shall be made according to the following schedule: As defined in Section VIII- Performance Specification
6.5	N.A.
6.6.1	The remuneration of persons shall be enhanced as defined in Section VIII- Performance Specification
7.1	The principle and modalities of inspection of the Services by the Employer are as follows: As defined in Section VIII- Performance Specification
8.2.2	The Adjudicator shall give a decision in writing under the provisions of Arbitration and Conciliation Act, 1996.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.2.3	The Adjudicator is to be nominated later & the fee/remunerations of the Adjudicator shall be paid under the provisions of Arbitration and Conciliation Act, 1996.
8.2.4	The arbitration shall be conducted under the provisions of Arbitration and Conciliation Act, 1996 and the designated place shall be Lucknow, Uttar Pradesh.
8.2.5	The designated Appointing Authority shall be under the provisions of Arbitration and Conciliation Act, 1996.

Section VIII. Performance Specifications

Terms of Reference for Professional staff

(i.e. Flood Management Specialist, Hydrologist, Embankment Specialist, GIS specialist, Remote sensing specialist, IT Specialist etc.)

1. Background

Recurring floods in Ganga, Yamuna, Ramganga, Gomti, Sharda, Ghagra, Rapti and Gandak rivers in Uttar Pradesh State annually affect about 2.7 million hectares, more than 21.1 million people and cause damages of INR 4.3 billion. More than 30 percent of the total geographical area is flood-prone in 23 districts¹² in the eastern, western and central regions of Uttar Pradesh State. Recurrent floods are devastating to the State economy and undermine poverty alleviation efforts. Floods not only affect lives, livelihoods, and productivity and security of existing investments, but are also a disincentive for additional investments.

Traditional efforts at flood management in the State have focused on *hardware* systems, mainly consisting of 2162 km. of marginal embankments, 13,825 km. drains, and 66 town protection works till 2008-09, providing protection to about 1.95 million ha at a total cost of INR 21 billion. These flood control structures are constructed to then-prevailing standards and technology, and not well maintained. Despite the largely structural solutions that have been the focus of flood management in the past decades, the threat of floods remains as high as ever to the economy and livelihoods in UP. The approach here would be developed in the context of a *long-term flood management strategy* based on analysis and stakeholder inputs and that builds upon the wisdom of the substantial experience and documentation that currently exists on the information, institutions, and investments required. The paradigm shift from flood control to management underlines the need to balance the historical emphasis on hardware investments such as embankments with software solutions such as improved flood forecasting and warning systems. In this regard, Uttar Pradesh State can draw upon recent global advances in satellite-based climate and flood forecasting.

The eastern region of the State is one of the worst affected area and floods occur almost every year from the Ghagra, Rapti, and Gandak Rivers and their tributaries. The Rapti river and its tributaries (Burhi Rapti, Banganga, Kunhra-Ghonghi, Jamuwar, Tilar, Rohini, Mohaw, Chandan, Ami and Gurra) are highly flood-prone, with recurring floods causing huge loss of crops, property, human and cattle life. The floods in 1973 affected more than 9060 villages, and more than 1.8 million ha in the basin. The severity of flood hazard has led to construction of maximum number of marginal embankments in the Rapti basin. Though the river system is extensively jacketed, flood inundation continues to be experienced, calling for a holistic approach of structural and non-structural interventions in the basin.

A specialized flood management information system (FMIS) will be developed to produce operational information products to support UPID (which is responsible for the construction and maintenance of all structural and non-structural interventions for flood mitigation) and other disaster management agencies in the state. Extensive use of modern technology (e.g. satellite remote sensing, GIS, mobile-based applications for early warning dissemination) would help support short-term disaster response and long-term early warning and flood management goals. Information will be disseminated

through institutional linkages and a range of public media including bulletins, a UPID and/or FMIS flood website, and community outreach programs.

2. FMIS Objective

The overall objective is to strengthen existing institutional capacity and arrangements for flood management in the state and make extensive use of modern technology (e.g. satellite remote sensing, Geographic Information System [GIS], internet, etc.). The long term objective of FMIS development would be to effectively support flood control and management. In short term, this will be achieved by piloting flood hazard characterization and operational flood management information products supplemented by improved flood forecast modeling, plans for upgrading hydrologic measurement, automation of measurements and telemetric transmission of data. It is expected that on successful piloting, FMIS would be extended to all the flood-prone river basins in the State.

3. FMIS Functions

- Act as Technical Secretariat for flood management in UP
- Synergize flood management across UPID offices
- Act as clearing house for all flood related information
- promote innovative concepts and technologies to improve flood management
- Develop databases, analytical tools, information products and effectively disseminate
- Provide interface to flood management stakeholders including GOUP agencies and communities

4. Implementation Philosophy

- Pilot in Rapti basin, extend later to Ghagra and other flood prone basins in Eastern UP
- Primary focus on better preparedness (capacity building, flood forecasting, river monitoring, Embankment Safety Programme, community outreach, public dissemination)
- Support emergency flood management (in-season river monitoring, near real-time inundation mapping)
- Support synergy across flood management units in UPID and external agencies
- Introduce innovative concepts and technologies

5. FMIS would Support Improved Flood Management through

- Satellite monitoring of river behavior through the years and including in flood season
- Centralized accessible GIS based database
- Real-time meteorological and hydrometric data collection
- Advanced flood modeling techniques
- Rational embankment management
- Last-mile connectivity
- Community based flood risk management
- Provide technical support to flood offices across UPID

6. Information Products

- *Heavy Rainfall and Flood Alert*-Forecast of rainfall, flood level and discharge along the river up to 3 days in advance; real-time flood warning; Predicted and actual Flood inundation maps
- *Embankment Alert* – changing river behaviour, erosion potential, impact on flood protection works and river training works, corrective and preventive maintenance schedule
- *Targeted Public, Institutional and Community Alert*
- *Customized analysis outputs (e.g. planning new/strengthening existing flood protection works, flood proofing, emergency flood management, recovery and reconstruction, etc.)*

7. FMISC Components and Sub-components

A. Institutional strengthening in flood management

- i) Capacity building
 - a) Infrastructure upgrading (computing and communication, office infrastructure)
 - Upgrading Flood Control Cell (FCC) of UPID into the modern FMIS Centre
 - Flood offices in Rapti basin (CE office, SE offices, EE offices, up to concerned JE offices) and in Lucknow
 - b) Skill upgrading
 - Sharing global best practices in flood management
 - Professional Development and training
 - c) Recruit contract specialist staff (Remote sensing/GIS, Web site development and maintenance, Database management, System Manager, IT, Instrumentation, Community participation)
 - d) Position WRD staff with specialist skills (Hydrologists, Hydrologic/hydraulic/ hydrodynamic modelers, Embankment management, Flood management), or recruit from market
- ii) Develop Integrated Flood management strategy and plan for optimal management interventions and investment strategy

B. Development of FMIS

- i) Knowledge Base- current and historic field data and satellite imagery, thematic maps, surveys (river, embankment, topographical), Real Time –Data Acquisition System (RT-DAS), best global practices
- ii) Modeling/Analysis tools
 - a) Flood forecast and inundation
 - b) River morphological changes
 - c) Embankment breach
 - d) Risk assessment (loss-of-life, economic impact, and population at risk)
 - e) Decision Support Systems (DSSs) for real-time flood management
- iii) Embankment Safety Programme
 - a) Embankment Asset Management System (EAMS), including Embankment Inspection System (EIS) and geophysical and geotechnical investigation

- b) Policies, Protocols and programmes for embankment safety and integrity, covering site investigation, design, construction, operation and maintenance, safety certification, and flood preparedness
- c) Retro-fitting with In-situ sensors to monitor horizontal and vertical displacement, pore pressure, etc.

C. Community based risk management

- i) Community participation in embankment surveillance and protection
- ii) Community alerts and emergency flood management
- iii) Public awareness and outreach

8. Institutional Linkages

While currently the Disaster Management Department (DMD) coordinates disaster management planning and implementation, the implementation is through the line departments. Irrigation Department (ID) is primarily concerned with construction and maintenance of all structural and non-structural interventions for flood mitigation. The Department collects hydrologic data from its network of observation stations, during the flood season and issues a consolidated daily flood report including forecasts from Central Water Commission (CWC) through its Flood Control Centre (FCC). The department has also a well-established dam safety organization for ensuring the safety of existing dams. The Central Water Commission has the primary role for issuing flood forecasts from its hydrologic network to all stakeholders, including UP Irrigation Department. The India Meteorological Department (IMD) operates rainfall sites and provides rainfall data and forecasts. The multi-agency and multi-disciplinary approach to flood management thus calls for greater synergy amongst the State and Central agencies involved in flood mitigation.

Synergy between central and state Government agencies in UP State is identified as the key to successful development and sustained operation of flood management practices in the Rapti basin. The Irrigation Department (UPID) in Government of UP would implement the FMIS and pilot the flood forecasting and warning system and Embankment Asset Management System in Rapti basin. The State Remote Sensing Applications Centre (RSAC-UP) would be contracted to provide existing and new data, including historic flood inundation maps, for integration in FMIS database. Synergy with Relief Commissioner's office and State Disaster Management Authority in sharing flood database would be established. Under proposed inter-agency agreements.

- India Meteorological Department (IMD) in GOI would provide 3 days advance rainfall forecasts and historic and current rainfall data including real-time data from sites with telemetry.
- NRSC would share its flood database, and provide operational flood inundation maps during the flood season, as also supply required additional satellite data in near real time on commercial basis. Airborne Laser Terrain Mapping would be carried out by NRSC if feasible, or by private vendor. NRSA, IIRS and RSAC-UP would also assist in capacity building in the FMIS Centre
- Central Water Commission (CWC) will share both historic and current river water level/discharge data as also share real-time high frequency data from sites with real-time telemetry, flood forecast data and site cross-section and rating curve data.

- Central Water Commission and Ganga Flood Control Commission of Ministry of Water Resources (MoWR) in GOI would be actively involved in the development and operation of FMIS, particularly in the flood forecasting and warning system.

Consulting firms, individual consultants, and academic institutions would support development and operation through consultancy studies. The FMIS would also take note of complementary initiatives (i) in UPWSRP consultancies particularly in MIS and infrastructure (computer, communication, etc), and (ii) in Disaster Management Department (DMD) under the GoI-UNDP Disaster Risk Management (DRM) programme. The FMIS operation would also be synergetic with national level Disaster Management Support (DMS) programme lead by the National Remote Sensing Centre in the Department of Space (DOS), GOI.

Linkage with UPID MIS

The flood management module in MIS addresses acquisition and archival of flood data, inspection reports and damage reports during the flood season; and daily hydrologic and hydrometric data through the year and flood protection scheme project reports under the Irrigation and Water Management (IWM) module, while embankment data are organized under the I&P asset management module. Some spatial data on flood prone area, canal network, roads, administrative boundaries, basin boundaries, hydrologic network sites, drainage, embankments, etc. would also be integrated. Flood Alerts and flood project/inspection reports are planned. Currently the Control and Command Centre of UPID collects MIS information from basin offices and prepares monitoring reports. It is expected that FMIS Centre would have synergy with Control and Command Centre.

Scope of Services-

The present assignment requires hiring services of Consultants & Personnel for the different assignment for FMISC Office. The professionals required are as per details given below and preferably worked with Rapti basin:-

Sl no.	Service Category	Qty in No.	Academic qualification & Professional experience	Assignment of work/ Functional responsibility
1	Flood Management Specialist	01	<ul style="list-style-type: none"> - Basic Degree in Civil Engg from any recognized university; - post-graduate qualification would be desirable - Min 15 years' experience in any State Government water Resources agency including min 10 years in supervisory level in flood management 	<ul style="list-style-type: none"> - would conduct stakeholder survey and advise in developing and refining FMIS processes and products - would supervise other FMIS staff and Consultants engaged in FMIS - would advise in evaluating and improving FMIS flood information products - Assist in developing a multi-sector FMIS, through effective linkages with relevant state and central agencies - Assist in developing flood

				management strategy and plan for selected river basin/s
2	Hydrologist	01	<ul style="list-style-type: none"> - Basic degree in Civil engineering and, master degree in hydrology and water resources from any reputed university - Min 10 years' experience in any Govt./academic institution including min 5 years' experience in designing/developing hydrologic databases and analysis; - experience in hydrologic network implementation and flood modeling preferable 	<ul style="list-style-type: none"> -To guide development of hydrologic information system, including acquisition, validation, and archival of both historic data from existing gauge sites and real-time data from new sites in Rapti and other basins. -To conduct analysis of rainfall, stream flow and sediment load trends -to assist river surveys, and analyzing river morphology trends, -To assist implementation of real-time data acquisition network in Rapti and other basins - To evaluate and analyze data recorded by Water Resource organization of UPID and other sources with reference to flood management, - Assist in packaging input data for various models that may be developed by other consultancies -Interact with other consultancies in the use of hydrologic information system in the flood forecasting model, Embankment Asset Management System, and other knowledge bases - other tasks as and when entrusted
3	Embankment Specialist	01	<ul style="list-style-type: none"> - Basic degree in Civil engineering from any reputed university - Postgraduate degree in water resources desirable. -Minimum 15 years' experience in a State water resources 	<ul style="list-style-type: none"> -To assist in collecting data required for Embankment Asset Management System (EAMS) available with UPID offices. - To review usefulness and validity of data collected from various sources. -To work in close consultation

			<p>department.</p> <ul style="list-style-type: none"> -10 years professional experience in anti-erosion control schemes and embankment planning, -construction and management in supervisory capacity 	<p>with FMISC and the Consultant in development and implementation of EAMS</p> <ul style="list-style-type: none"> -To assist in operationalizing EAMS and mainstreaming within UPID -To suggest strategies for sustainable operation of EAMS
4	GIS specialist	01	<ul style="list-style-type: none"> -Post -Graduate in geography/ science/ engineering from any recognized university -Min 5 years' experience in ArcGIS software applications in government/private sector agency; -experience in independent operations, customization and water resources applications, -experience in GIS applications in UP context would be desirable 	<ul style="list-style-type: none"> -Assist in developing the GIS database -Assist in developing FMIS database standards -Assist in developing standards for information products as per user needs -Assist in performing spatial analysis and generating standard and need based information products -Provide in-house training to FMIS staff in developing skills in spatial data processing -Guide and supervise development of spatial databases planned in FMIS, including quality assurance. - Other tasks as and when entrusted.
5	Remote sensing specialist	01	<ul style="list-style-type: none"> -Post-Graduate in Geography/ sciences or engineering from any recognized university -Min 5 years digital image processing experience in ERDAS software in government/private sector agency; -experience in RADARSAT and RISAT microwave data processing, -GIS experience preferable 	<ul style="list-style-type: none"> -Assist in procuring and processing current season/archived satellite data -Assist in developing standard and customized flood information products on need basis -Assist in developing standards for information products -Provide in-house training to FMIS staff in developing skills in satellite remote sensing -Guide and supervise development of satellite image-based spatial databases planned in FMIS, including quality assurance. - other tasks as and when

				entrusted.
6	Web master	01	<p>-MCA or B.E./B.Tech. in Computer Science and/or Engineering from any recognized university</p> <p>-Min 5years experience in web designing and maintenance in government/private sector agency,</p> <p>-must be conversant with latest web technologies</p>	<p>-Assist in reviewing international and national websites on flood data</p> <p>-Assist in defining user needs for website and preparation of action plan for improved interactive web portal in FMIS</p> <p>-Assist in designing and developing Food Information website linked to the UPID website</p> <p>-Assist in implementing, maintaining and updating website (including dissemination of bulletins and other relevant information, managing email interest groups, manage website feedback, continuously update web portal, etc.)</p> <p>- other tasks as and when entrusted.</p>
7	Data base specialist	01	<p>-MCA or B.E./B. Tech in Computer Science and/or Engineering from any recognized university</p> <p>-Min 5years experience in recent version of Oracle software, application experience in government/private sector agency;</p> <p>-experience in independent database design, development and customization,</p> <p>-experience in water resources applications preferred</p>	<p>-Design the back-end database of spatial and non-spatial data</p> <p>- Develop customized software with GUI for updating and analyzing the database</p> <p>- Assist in interfacing the database with FMIS</p> <p>-Assist Hydrologist in the design and development of Hydrologic Information System including sharing of data with different applications</p> <p>-Assist Web Specialist in design and operation of web portal for on-line data access, interactive processing and download</p> <p>- other tasks as and when entrusted.</p>
8	System Manager	01	<p>-MCA or B.E./B. Tech in Computer Science and/or Engineering from any recognized university</p> <p>-Min 2 years proven</p>	<p>- to install and uninstall OS and other Application software.</p> <p>- perform periodic system performance evaluation</p> <p>- to perform regular backup, and recovery in case of</p>

			hands-on experience in managing and it infrastructure with multiple servers, must be well conversant with windows unix/linux installation recovery and troubleshooting Familiarity with SAN and NAS.	catastrophic or less severe failures. - to ensure minimum downtime of computer systems - to identify and troubleshoot network or H/w S/w Problems - to suggest, design and implement an information security policy - manage issues related to application or database crashes in consultation with specialists - other tasks as and when entrusted.
9	IT Specialist	01	-MCA or B.E/B. Tech in Computer Science or Information Technology and/or Engineering from any recognized university -Min 2 years' experience with specialization in communication technologies and protocols Hands on experience in handling video conferencing setup Sound practical knowledge in handling real time data networks. -Proficient in telecommunication and LAN/WAN technologies.	- To maintain and troubleshoot the communication infrastructure at FMISC, and other connected nodes, and including the hydrologic network - To initiate setup maintain and troubleshoot video conferencing issues. -To monitor maintain and troubleshoot real time data collection network. - To handle connectivity issues relating to internet and intranet in consultation with the System manager. - advise the management regarding communication security and cost implications. - other tasks as and when entrusted.
10	Instrumentation Specialist	01	-B.E/ B.Tech in Instrumentation Engg. from any recognized university -Min 5 years' experience in communication technologies, real time data acquisition by hydrologic network instruments,	- To maintain and troubleshoot the hydrologic network instruments of RTDAS -Train WRD personnel to operate and maintain the hydrologic network. - Maintain maintenance and station/sensor outage and downtime reports. - Schedule and carry out

			documentation of records received from such instruments and maintenance of such equipment like sensors, digital data loggers and telemetry instruments and communication technologies.	preventive maintenance. - maintain the site visit records. -work together with bidder to perform stream gauge measurements. - prepare and maintain corrective maintenance details.
11	Flood Modeler	01	-Basic degree in Civil engineering and Masters in hydrology and water resources from any reputed university -Min 5 years flood modeling experience in any Govt./academic institution -Exposure to various proprietary and open-source hydrologic and hydraulic flood models -Experience in developing and operating hydrologic and hydraulic flood models	-To guide development of Flood forecasting and inundation mapping model for Rapti basin. -To advise and coordinate extension of similar model to other river basins in the State -to assist the CE, Gandak and the Flood modeling team in Rapti basin in interacting with the consultant -To assist operation and maintenance of the flood model developed in Rapti basin -To assist upgrading the flood model when newer inputs become available - To evaluate and analyze flood model outputs on annual basis and prepare performance reports including suggestions for model improvement - Assist in packaging input data for various flood models that may be developed in-house -Interact with other consultancies on data sharing with GIS data sets, Embankment Asset Management System, and other knowledge bases - other tasks as and when entrusted
12	GIS Person	02	- Diploma in GIS from recognized institute with experience with minimum one year.	- Preparation, updating and editing of GIS maps. - Analysis of GIS data base. - Assist in various GIS activities.

			- Desirable exposure on GIS related software and application/data modeling	- Taking printout of GIS related maps by plotter/ printer.
13	Computer Operator	04	<ul style="list-style-type: none"> - Gradation in any discipline - one year computer diploma including MS office 2003 and above recognized institute. - Knowledge of Email and internet browsing etc. - Minimum computer typing speed in Hindi-25 and in English-30 wpm. - Experience of minimum one year 	<ul style="list-style-type: none"> - Typing of letters, preparing of reports and presentations. - Sending and receiving of emails on lotus notes emailing software and other email accounts. - Scanning of various type of documents from scanner. - General updating, establishing and maintaining of office records and files etc.

A. Terms and Conditions-

1. The First Party means the Chief Engineer, Investigation & Planning, Flood, UPIWRD.
2. The Second Party means the Service Provider Firm.
3. The Executive Engineer, FMISC shall be officer in-charge.
4. The second Party covenants that nothing stands against it in any court of justice to prevent it to enter in to this Agreement with the First Party.
5. The Second Party shall maintain a camp office in Lucknow.
6. The Second Party shall provide Consultants & other Persons for the different assignment.
7. The Second Party covenants that its registration with the competent authority/department is valid on the date of signing of the Agreement and shall remain valid till the expiry of the date of Agreement.
8. The personnel provided by the hiring agency shall not at any time be considered on pay rolls of the First Party.
9. The personnel shall normally have to work for at least eight hours in all working days. However, if required they would be called on holidays too for emergencies, without any extra payment.
10. Deployment of Consultants & Personnel by the hiring agency must be to the 100% satisfaction of the user.
11. The firm having prior experience in providing Man Power Services to the Government / Private sector for at least 3 years will be required.
12. The First Party reserves rights to reject any or all proposals without assigning any reason, whatsoever.
13. The variation in the number of required Professional staff may increase or decrease as per actual requirement of the office.
14. The second party shall not appoint any sub company/agency to carry out any obligation under the contract.
15. The emoluments of each Professional staff shall be defined by the FMISC/UPIWRD.

16. If the contractual person is caught in any of the following unfair practices the service provider will have to terminate the contractual persons with immediate effect from this office:
 - a) Damaged to the equipment under his used/issued by FMISC/UPIWRD.
 - b) Revealing secrets of the regards FMISC/UPIWRD.
 - c) Mishandling of machine and equipment or related items.
 - d) Not following the order of governing official and or misbehave to the Governing official inside/outside the office campus.
17. The proposed services shall be for 18 months.

B. Payment Conditions-

1. The Second Party shall issue the list of selected Professional staff showing name, father's name, qualification & experience, contact address, e-mail, mobile/phone no., along with C.V. and the attested photograph & signature to the First Party within a week of signing of Contract.
2. The Second Party shall submit the monthly bills by 1st day of each month. Subsequently the First Party shall make payments by 8th day of the month, to the Second Party. The Second Party shall pay the salary to its Professional staff latest by 10th day of every month. In case of delay in payment by FMISC due to any unavoidable reasons, payment shall be made to the personal by Second Party by due date.
3. The delayed payment to the Professional staff by the Second Party shall be liable for a penalty of Rs. 2000.00 per day.
4. The Second Party would have to provide the substitutes, in casual/longer absence or emergencies with person having equal or better qualification, in consultation and intimation to the First Party subject to the provision he performs his duty as per the jobs specified earlier. If, however any of the Professional staff abstains without the proper replacement, a deduction of Rs. 1000 per person per day will be made from the bill.
5. The Second Party shall transfer pay the salary to each Expert into the Personnel's Bank Account through transfer/e-payment and submit Bank statement with the next bill.
6. The Second Party shall furnish a Performance Bank Guarantee equal to 10% of the total Contract price before award of Contract which shall be refundable after 45 days from successful execution/completion of the Contract.
7. The Second Party shall in no case pay its Employees less than the minimum emoluments per month decided by FMISC/UPIWRD.
8. The Service Tax extra shall be reimbursed in accordance with Service Tax Act & as amended from time to time.
9. In case of retired Government Servant being employed, their salaries shall be ascertained in accordance with prevailing Government rules and Government Orders (GOs) of State of Uttar Pradesh or decided otherwise.
10. During continuance of the Contract Agreement the agency/Service provider shall abide at all times by the employees provident funds & miscellaneous provisions Act, 1952 (19 of 1952) other related acts and rules made there under, regulations, notifications and bye laws of State or Central Government or local authority may be passed or notification that may be issued under any law in future either by the State or the Central Government or the local authority.

F (a). Penalty-

1. The Second Party shall obtain report in terms of satisfactory/unsatisfactory from the concerned officer for a period ending 25th day of each month.
2. In case of unsatisfactory report of 10% of the personnel deployed, a deduction of 5% of the monthly bill shall be made.
3. In case of unsatisfactory report of 20% of the personnel deployed, a deduction of 10% of the monthly bill shall be made.
4. In case of unsatisfactory report of 30% or more of the personnel deployed, the agency shall be given a notice for termination of contract. If services are not improved agreement shall be terminated.

F(b). Monitoring Schedule-

- The Second Party shall submit a report of each Professional staff, in the following format, duly signed by the respective UPIWRD/FMISC official as and when required by the UPIWRD/FMISC:

Sl. No.	Description	Remark
1.	Name of Professional staff	
2.	Category	
3.	Discipline / conduct	
4.	Punctuality	
5.	Quality of work	

Section IX. Contract Forms

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Performance Bank Guarantee (Unconditional).....	78
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Performance Bank Guarantee (Unconditional)

To:

Financial Management Expert, PACT- UPWSRP

Whereas _____ (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Contract");

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

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

Annexure-A

Mandatory Documents Checklist:-

The bidder must submit signed copy of following documents along with the bid; otherwise bid shall be treated as Non-Responsive and bid shall be rejected:

S.N	Mandatory Documents	Submitted (Yes/No)
1	2	3
1	Valid Bid Security of Rs. 300000.00 only in the form of Bank Guarantee/FDR/TDR from Nationalized Bank, in favour of Financial Management Expert, PACT. Demand draft / Banker's cheques are not accepted as bid security.	
2	Valid registration of Labour Department of State/Central Government for providing services of skilled/unskilled man power.	
3	Prior experience in providing man power services to the Government/Semi Government/Public Sector undertaking / Corporation/Board for at least 3 years (2013-14, 2014-15 & 2015-16).	
4	C.A. Certified copy of Average annual Volume of services (Turnover) performed for the last three years (i.e. 2013-14, 2014-15 & 2015-16) amounting to minimum Rs. 75 Lac.	
5	Valid Registration in Central Excise Department, Govt. of India.	
Note- Col. 3 must be filled by the bidder.		