

INDIA

UTTAR PRADESH

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

IDA Credit Number- 5298-IN

National Competitive Bidding Document

NO.: 10/NCB/FMISC/UPWSRP2/Unskilled & semi-skilled
staff/2017-18

For the

Hiring agency

**For providing services of
Unskilled & semi-skilled staff for FMISC office**

**Chief Engineer, Investigation & Planning, Flood
Irrigation & Water Resource Department,
1st Floor, Dr. Ram Manohar Lohiya, Parikalp Bhawan
Telibagh, Luncknow-226025,
Uttar Pradesh, India
Phone & Fax: 91-522-2440041, 2440850
Email: eefmisiduplu@gmail.com**

INVITATION FOR BID

(IFB)

Invitation for Bids (IFB) IDA

Credit no. 5298-IN

INDIA: UP Water Sector Restructuring Project (UPWSRP)

National Competitive Bidding (NCB)

Date: 23-05-2017

IFB Notice No. 10/NCB/FMISC/ UPWSRP2/ Unskilled & semi-skilled staff /2017-18

1. This Invitation for Bids of Interest follows the General Procurement Notice for this Project that appeared in Development Business on 10-02-2013.
2. The Government of India (GOI)/Government of Uttar Pradesh (GoUP) has received for a credit from the International Development Association (IDA) to finance the UP Water Sector Restructuring Project (UPWSRP) Phase-II and intends to apply part of the proceeds of this credit to payments under the contract for the services mentioned in the below table.
3. The Chief Engineer, Investigation & Planning, Flood, Irrigation and Water Resource Department, Lucknow, Uttar Pradesh on behalf of Government of Uttar Pradesh now invites sealed bids from eligible and qualified bidders for services mentioned in the following table:

Sl. No	Bid document no.	Name of Services	Bid Security in Rs.	Date & time of opening of bid
1	10/NCB/FMI SC/ UPWSRP2/ Unskilled & semi-skilled staff /2017-18	Hiring agency for providing services of Unskilled & semi-skilled staff for FMISC office, Lucknow	40000.00 in the form of FDR/TDR/Bank Guarantee in favour of Financial Management Expert, PACT, Lucknow	30.06.2017 16:00 IST

1. **The bidding document shall be made available for sale from 29.05.2017 to 29.06.2017 on all working days from 11:00 Hrs to 17:00 Hrs IST.**
2. A complete set of bidding documents may be purchased by interested bidders on submission of a written application to the below address and upon payment of a non-refundable fee of **INR one thousand only AND INR fifty only (Rs. 1000.00 + Rs 50.00) by two separate demand draft / Banker's cheque from Nationalized Bank/Scheduled Bank in favour of Financial Management Expert, PACT, payable at Lucknow, India.** The bid documents may be sent by Speed Post, if requested, so on receipt of the cost of the bid document & additional postal fee Rs. 300.00 i.e. INR 1000.00+50.00 + 300.00 = INR 1350.00. The FMISC office shall not be responsible for any postal delays. **Late bids will be rejected.**
3. **Bids must be delivered to the address below on or before 15:00 hours IST on 30.06.2017.** In the event, this last date being declared as holiday by the State Government, due date for submission of above bid will be the next working day up till the same appointed time. **All bids must be accompanied by a bid security of the amount as mentioned in above table. Demand draft will not be accepted.**

4. Detailed description for all the services of the schedule included in this invitation for bids (IFB) are contained in single bidding document. **Bidders are required to quote for the full quantity of all items of the schedule, failing which such bids will be considered as non- responsive.**
5. Bids will be opened in the presence of the bidders' representatives who choose to attend at **the time of bid opening** at the address given below.
6. This notice & bidding document has also been uploaded on UPID website <http://irrigation.up.nic.in>.
7. **Electronic bidding shall not be permitted.** If bidder applies on the Bidding document, downloaded from the website, tender fee as mentioned in the point-5 must have submitted latest by last date and time of submission of bid, otherwise bids shall be treated as cancelled.
8. Interested eligible bidders may obtain further information and purchase the bidding document at the address given below.

Executive Engineer,
Flood Management Information System Centre
 1st Floor, Dr. Ram Manohar Lohiya, Parikalap Bhawan,
 Irrigation and Water Resource Department,
 Uttar Pradesh, Telibagh, Lucknow-226025
 Phone & Fax: 91-522-2440041, 2440850
 E-mail: eefmisiduplu@gmail.com

TABLE

Sr No.	Name of Non-Consulting Service	Bid Security	Cost of Document	Period of Completion
1	2	3	4	5
1.	Hiring agency for providing services of Unskilled & semi-skilled staff for FMISC office, Lucknow	Rs. 40000.00	Rs. 1000 Tender fee & Rs. 50 VAT Note- Bidder must submit separate Demand Drafts for Tender fee & VAT.	18 Months

Chief Engineer
 Investigation & Planning, Flood
 Irrigation and Water Resource Department,
 Lucknow, Uttar Pradesh

Section I. Instructions to Bidders

This Section of the Bidding Documents should provide the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It should also give information on bid submission, opening and evaluation, and on the award of Contract.

Matters governing the performance of the Service Provider, payments under the Contract, or matters affecting the risks, rights, and obligations of the parties under the Contract are not normally included in this Section, but rather under Section VII, General Conditions of Contract (GCC), and/or Section VIII, Particular Conditions of Contract (PCC). If duplication of a subject is inevitable in the different sections of the documents, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders shall not be part of the Contract and shall cease to have effect once the Contract Agreement is signed.

Instructions to Bidders (ITB)

A. General

- 1. Scope of Bid**
- 1.1 The Employer as defined¹ in Section II “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 are provided in the **BDS and the PCC**.
- 1.2 The successful Bidder shall be expected to complete the performance of the Services by the Intended Completion Date **specified in the BDS** and the PCC.
- 1.3 Throughout these Bidding Documents:
- (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- 2. Source of Funds**
- 2.1 The Government of India or the Recipient (hereinafter called “Borrower”) **specified in the BDS** has received/applied for financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount **specified in the BDS**, towards the cost of the project **specified in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the Loan (or other financing) 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. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

¹ See Section VII, “General Conditions of Contract,” Clause 1. Definitions.

3. Fraud and Corruption

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

4. Eligible Bidders

- 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country, subject to the provisions of Section III, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed sub-Service Providers.
- 4.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
 - i. Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
 - ii. Receives or has received any direct or indirect subsidy from another Bidder; or
 - iii. has the same legal representative as another Bidder; or
 - iv. has a relationship with another Bidder, directly or through common third parties, that put sit in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - v. participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same sub-Service Provider in more than one bid; or
 - vi. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Services that are the subject of the bid; or

- vii. any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Engineer for the Contract implementation;
 - viii. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm;
 - ix. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.
- 4.3 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.7. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-Service Providers or sub-consultants for any part of the Contract including related Services.
- 4.4 A Bidder that has been sanctioned by the Bank in accordance with the above ITB 3.1, including in accordance with the Bank's Guidelines on Preventing and Combating Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants ("Anti-Corruption Guidelines"), shall be ineligible to be prequalified for, bid for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.5 Bidders that are Government-owned enterprises or institutions in

the Employer's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Employer. To be eligible, a government-owned enterprise or institution shall establish to the Bank's satisfaction, through all relevant documents, including its Charter and other information the Bank may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the enterprise or has the ability to exercise influence or control over the enterprise or institution.

4.6 Not Used.

4.7 Firms and individuals may be ineligible if so indicated in Section III and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

4.8 Bidder shall provide such evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request

5. Qualifications of the Bidder

5.1 All bidders shall provide in Section IV, "Letter of Service provider's Bid, Qualification Information, Letter of Acceptance, and Agreement," 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, only bids from prequalified bidders shall be considered for award of Contract. These qualified bidders should submit with their bids any information updating their original prequalification applications. The update or confirmation should be provided in Section IV.

With the updated information the bidder must continue to be qualified in accordance with the criteria laid down in the prequalification document. All bidder shall also furnish the information for the following in Section IV irrespective of the bidders being pre-qualified:

- (i) Power of Attorney.
- (ii) Evidence of access to or availability of credit facilities certified by bankers.
- (iii) Details as stipulated in clause 5.3 (g) to (j)

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 of the Bidder; 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 addresses 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 was/is involved, the

parties concerned, and the disputed amounts; and awards;

- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price. ***[for each the qualification and experience of the identified sub-Service Provider in the relevant field should be annexed.]***

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 BDS**;

- (a) the bid shall include all the information listed in Sub-clause 5.3 above;
- (b) the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
- (c) all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under (d) below, as well as in the bid and in the Agreement [*in case of a successful bid*];
- (d) one of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- (e) the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
- (f) The joint venture agreement should define precisely the division of assignments to each partner. All members of JV should have active participation in providing services during the currency of the contract. This should not be varied/modified subsequently without prior approval of the Employer;
- (g) The joint venture agreement should be registered in the place **specified in BDS** so as to be legally valid and binding on partners; and

- (h) a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid. 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.

[Fill in the name of the city where contract agreement is to be signed]*

5.5 To qualify for award of the Contract, the bidder in its name should have, in the last five years², as **specified in the BDS**, the following experience and licenses:

- (a) annual volume of Services of at least the amount **specified in the BDS**;
- (b) experience as prime Service Provider 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 others as **specified in the BDS**; 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**.
- (f) 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

² Specify the financial years: they should be those immediately preceding the financial year in which the bids are received.

minimum qualifying criteria of ITB Sub-Clause 5.5(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. Sub-Service Providers' 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**.

5.7 Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:-

- made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirement;
- record of poor performance such as abandoning the works or services, not properly completion or financial failures etc.;
- consistent history of litigation or arbitration awards against the bidder or any partner of the joint venture.

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 sub-Service Provider or in cases of alternatives that have been permitted or requested) shall 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 shall 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 providing the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- 9. Contents of Bidding Documents**
- 9.1 The set of Bidding Documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- | | |
|--------------|--|
| | Invitation for Bids |
| Section I | Instructions to Bidders |
| Section II | Bidding Data Sheet |
| Section III | Eligible Countries |
| Section IV | Forms of Letter of Bid, Qualification Information, Letter of acceptance, Agreement |
| Section V | Bank Policy-Corrupt and Fraudulent Practices |
| Section VI | Activity Schedule |
| Section VII | General Conditions of Contract |
| Section VIII | Particular Conditions of Contract |
| Section IX | Performance Specifications and Drawings(if applicable) |
| Section X | Contract Forms |
- 9.2 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the Bidding Documents, responses to requests for clarification, or Addenda to the Bidding Documents in accordance with ITB 11. In case of any contradiction, documents obtained directly from the Employer shall prevail.
- 9.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the bid. Sections IV, VI, and X 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 at the Employer's address **indicated in the BDS**. The Employer shall respond to any request for clarification received earlier than 14 days³ prior to the deadline for submission of bids. Copies of the Employer's response shall be forwarded to all purchasers of the Bidding Documents, including a description of the inquiry, but

³ *It may be necessary to extend the deadline for submission of bids if the Employer's response results in substantial changes to the Bidding Documents. See ITB Clause 11 below.*

without identifying its source. **If so specified in the BDS**, the Employer shall also promptly publish its response at the web page **identified in the BDS**. *(where electronic downloading of bid document is permitted, the employer will upload the addenda on the website and it will be the responsibility of the bidders [who downloaded the bid document] to search the website for any addenda)*. Should the clarification result in changes to the essential elements of the Bidding Documents, the Employer shall amend the Bidding Documents following the procedure under ITB 11 and ITB 21.2.

- 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 to all purchasers of the Bidding Documents.⁴ Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 10.1.
- 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 All documents relating to the Bid shall be in the English.
- 13. Documents Comprising the Bid**
- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Letter of Service provider's Bid (in the format indicated in Section IV);
 - (b) Bid Security, in accordance with ITB Clause 17, if required;
 - (c) Priced Activity schedule;
 - (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 19.2;
 - (e) Qualification Information Form and Documents;

⁴ *It is therefore important that the Employer maintain a complete and accurate list of recipients of the Bidding Documents and their addresses.*

(f) Alternative offers where invited;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

The documents listed in Section IV, VI, and X of sub-clause 9.1 shall be filled in without exception.

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 IX, based on the priced Activity Schedule, Section VI, submitted by the Bidder.

14.2 The Bidder shall fill in rates and prices (both in figures & words) for all items of the Services described in the Specifications (or Terms of Reference) Section IX and listed in the Activity Schedule, Section VI. Items for which no rate or price is entered by the Bidder shall not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity schedule. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

14.4 Bidders may like to ascertain availability of excise/custom duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the employer will not compensate the bidder (Service Provider). Where the bidder has quoted taking into account such benefits, he must give all information required for issue of certificates in terms of such notifications as per form attached to the Qualification Information in the bid. To the extent the employer determines the quantity indicated therein are reasonable keeping in view the specifications /performance requirements, proposed work method and schedule, the certificates will be issued within 60 [sixty] days of signing of contract and no subsequent changes will be permitted. No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement. The bids which do not

conform to the above provisions will be treated as non-responsive and rejected. Any delay in procurement of the construction equipment/machinery/goods as a result of the above shall not be a cause for granting any extension of time.”

14.5 The rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract if **provided for in the BDS** and the provisions of Clause 6.6 of the General Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Particular Conditions of Contract and of the General Conditions of Contract.

14.6 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 Appendix E to the Contract

15. Currencies of Bid and Payment

15.1 The lump sum price shall be quoted by the Bidder entirely in Indian Rupees.

16. Bid Validity

16.1 Bids shall remain valid for the period⁵**specified in the BDS**. A bid valid for a shorter period shall be rejected by the employer as non-responsive.

16.2 In exceptional circumstances, prior to the expiry of the original bid validity, 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. If a Bid Security is requested in accordance with ITB Clause 17, it shall be extended up to 45 days after the extended deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request shall not be required or permitted to modify its Bid, except as provided in ITB Clause 16.3.

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), in the event that the Employer requests and the bidder agrees to the extension of the validity period, the contract price, if the bidder is selected for award, shall be the bid price adjusted as follows: The price shall be increased by the factor (value of factor B **specified in BDS**) for each week or part of a week that has elapsed between the expiration of the initial bid validity and the date of issue of letter of acceptance to the successful bidder. Bid evaluation shall be

⁵ *The period is a realistic time, usually 45 to 105 days, allowing for bid evaluation, clarifications, and the World Bank’s “no objection” (where awards of Contract are subject to prior review).*

based on the Bid Price without taking the above correction into consideration.

17. Bid Security

- 17.1 If **required in the BDS** the Bidder shall furnish, as part of its Bid, a Bid security, in original form for the amount shown in BDS for these particular Services.
- 17.2 This bid security shall be in favour of, as **specified in BDS**, in one of the following forms:
- A bank guarantee issued by a nationalized/scheduled bank located in India or a reputed bank located abroad in the form given in Section XI; or
 - Certified cheque or Bank draft payable to the employer as **specified in BDS**.
 - If the institution issuing the guarantee is located outside India, it shall be counter signed by a Nationalized/Scheduled bank located in India, to make it enforceable.
 - Fixed Deposit/Time Deposit certificates issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values are acceptable provided it is pledged in favour of the agency named in BDS and such pledging has been noted and suitably endorsed by the bank issuing the deposit certificate.
 - Any other security **specified in BDS**
- 17.3 Bank guarantee issued as Bid security for the bid shall be valid for 45 days beyond the validity of the bid. 'The bid security of venture must define as 'bidder' all joint venture partners as them in the following manner:
a joint venture consisting of '.....', '.....', and '.....'
names of all future partners as named in the letter of intent men in ITB 5.4(h))
- 17.4 Any bid not accompanied by an acceptable Bid Security and not secured as indicated in Sub-Clause 17.1 to 17.3 above will be rejected by the Employer as non-responsive, pursuant to ITB Clause 27.1.
- 17.5 The Bid security of unsuccessful bidder will be returned within 42 days of the end of the bid validity period specified in Sub-Clause 16.1& 16.2. The Bid Security of successful bidders will be discharged and returned when the bidder has signed the Agreement and furnished the required Performance Security.

17.6 The Bid Security may be forfeited:

- (a) if a Bidder withdraws/modifies/substitutes its bid during the period of bid validity specified by the Bidder on the Letter of Service Provider's Bid, except as provided in ITB Sub-Clause 16.2; or
- (b) if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 28.
- (c) if the successful Bidder fails within the specified time to:
 - (i) sign the Contract Agreement; or
 - (ii) furnish the required performance security.

17.7 If a bid security is **not required in the BDS**, and

- (a) if a Bidder with draws its bid during the period of bid validity specified by the Bidder on the Letter of Service Provider's Bid, or
- (b) if the successful Bidder fails to: sign the Contract in accordance with ITB 34; or furnish a performance security in accordance with ITB 35;

the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of three years.

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 IX. 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 13, 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 ITB Sub-Clause 5.3 (a)& 5.4 (d). A copy of the legally valid authorization as **specified in BDS** should be attached along with the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments such as interlineations, erasures or over writing have been made, shall be valid only if they are signed or initialed by the authorized 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 signed or initialed by the person or persons signing the Bid.

19.4 The Bidder shall furnish information as described in the Letter of Service Provider's Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

20. Submission, Sealing and Marking of Bids

20.1 Bidders may always submit their bids by mail or by hand. When so **specified in the BDS**, bidders shall have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the procedures **specified in the BDS**. 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 address⁶**provided in the BDS;**
- (b) bear the name and identification number of the Contract as **defined in the BDS** and PCC; 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 shall assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Sub-mission of Bids

21.1 Bids must be received by the *Employer* at the address and no later than the date and time **indicated in the BDS**. Bidders submitting bids electronically (when permitted) shall follow the electronic bid submission procedures specified in the BDS against ITB 20.1.

21.2 The Employer may, at its discretion, 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 shall then be subject to the new deadline.

22. Late Bids

22.1 The *Employer* shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 21. Any bid received by the *Employer* after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

⁶ *The receiving address should be an office that is staffed during normal working hours by personnel authorized to certify time and date of receipt and assure safekeeping until Bid opening. A post office address is not satisfactory. The address must be the same as the receiving address described in the Invitation for Bids.*

23. Withdrawal, Substitution and Modification of Bids

- 23.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 19.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) prepared and submitted in accordance with ITB 19 and ITB 20 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
 - (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 21. Bidders may withdraw, substitute or modify their Bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Bids requested to be withdrawn in accordance with ITB 23.1 shall be returned unopened to the Bidders.
- 23.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Service Provider’s Bid or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 17.6.
- 23.4 Bidders may only offer discounts to, or otherwise modify the prices of their bids, by submitting Bid modifications in accordance with this clause ITB 23.1 or included in the initial Bid

E. Bid Opening and Evaluation

24. Bid Opening

- 24.1 Except in the cases specified in ITB 22 and 23, the Employer shall publicly open and read out in accordance with ITB 24.2 & 24.3 all bids received by the deadline, at the date, time and place **specified in the BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic bid opening procedures required, if electronic bidding is permitted in accordance with ITB 20.1, shall be as **specified in the BDS**.
- 24.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a

valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only envelopes that are opened and read out at bid opening shall be considered further.

24.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification, the total Bid Price, per lot (contract) if applicable, including any discounts and alternative bids (if permitted), the presence or absence of a bid security; and any other details as the *Employer* may consider appropriate. Only discounts and alternatives & modifications read out at bid opening shall be considered for evaluation. The Letter of Service Provider’s Bid and the Activity Schedule are to be initialed by representatives of the Employer attending bid opening in the manner **specified in the BDS**. The Employer shall neither discuss the merits of any bid nor reject any bid at bid opening (except for late bids, in accordance with ITB 22.1).

24.4 The *Employer* shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per contract if applicable, including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

25. Confidentiality

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 publication of the award to the successful Bidder has been announced pursuant to ITB Sub-Clause 34.4. Any effort by a Bidder to influence the Employer’s processing of bids or award decisions may result in the rejection of its Bid. Notwithstanding the above, from the time

of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

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 breakdown of 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 including any voluntary increase or decrease, 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.
- 27. Examination of Bids and Determination of Responsiveness** 27.1 Prior to the detailed evaluation of Bids, the Employer shall 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 Bid Security in accordance with ITB Clause 17, if specified; 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 shall 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 shall be checked by the Employer for any arithmetic errors. Errors shall be

corrected by the Employer as follows:

- (a) only for unit price contracts, if there is a discrepancy between the unit price 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. ;
- (b) 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; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

28.2 The amount stated in the Bid shall 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 shall be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.6 (b).

29. Currency for Bid Evaluation

The currency for bid evaluation shall be Indian Rupees only.

30. Evaluation and Comparison of Bids

30.1 The Employer shall 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 shall 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 VI, but including Day work, when requested in the Specifications (or Terms of Reference) Section IX;

-
- (b) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
 - (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.4.

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 shall not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under GCC Clause 6.6, during the period of implementation of the Contract, shall not be taken into account in Bid evaluation.

30.5 Where bids are invited for several lots, the Employer shall determine the application of discounts so as to minimize the combined cost of all the lots, pursuant to ITB Sub-Clause 30.2 (c).

31. Preference for Domestic Bidders Not used

F. Award of Contract

32. Award Criteria 32.1 Subject to ITB Clause 33, the Employer shall 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.

31.2 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 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding

**any Bid and to
Reject any or all
Bids**

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.⁷

**34. Notification of
Award and
Signing of
Agreement**

34.1 The Bidder whose Bid has been accepted shall be notified of the award by the Employer prior to expiration of the Bid validity period in writing by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the GCC called the "Letter of Acceptance") shall state the sum that the Employer shall 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 Letter of Acceptance shall constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security in accordance with ITB Clause 35 and signing the Agreement in accordance with ITB Sub-Clause 34.3.

34.3 The Agreement shall incorporate all agreements between the Employer and the successful Bidder. It shall be kept ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the Letter of Acceptance's date. Within 21 days of receipt of letter of acceptance, the successful Bidder shall sign the Agreement and deliver it to the Employer along with performance security in accordance with ITB Clause 35.1 and revised methodology of providing services.

**Publication of
Award & Recourse
to unsuccessful
Bidders**

34.4 The Employer shall publish in a national website(<http://tenders.gov.in>) the results identifying the bid and lot numbers and the following information: (i) name of each bidder who submitted a bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Employer for a debriefing seeking explanations for the failure of their bids. The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract

⁷ *Employers shall not reject bids or annul bidding processes, except as permitted in the Procurement Guidelines.*

award requests the Employer in writing to explain on which grounds its bid was not selected.

**35. Performance
Security**

35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall sign the contract agreement and deliver to the Employer a Performance Security in the amount stipulated in the GCC and in the form (Bank Guarantee) **stipulated in the BDS**, in Indian Rupees.

35.2 If the Performance Security is provided by the successful Bidder in the in the form of a Bank Guarantee or cashier's cheque/certified cheque/Bank Demand Draft, it shall be issued at the Bidder's option, by a nationalized/scheduled bank located in India, or by a foreign bank acceptable to the Employer, through a correspondent bank located in India. The performance security of a Joint Venture shall be in the name of the joint venture.'

35.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clauses 35.1 and 34.3 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security and employers may resort to awarding the contract to the next lowest evaluated responsive bidder. Upon the successful Bidder's, signing of the Agreement and furnishing of the Performance Security pursuant to ITB Clause 35.1, the Employer shall promptly notify the name of the winning bidder to each unsuccessful bidder and shall discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Clause 17.5.

**36. Advance
Payment and
Security**

36.1 The Employer shall provide an Advance Payment on the Contract Price as stipulated in the GCC, subject to a maximum amount, as **stated in the BDS**. The Advance Payment shall be guaranteed by a Security. Section X "Security Forms" provides a Bank Guarantee for Advance Payment form.

**37. Adjudicator
/Disputes Review
Expert**

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator (or Dispute Review Expert) under the Contract, at the daily rate **specified in the BDS**, plus reimbursable expenses (actual boarding, lodging, travel and other incidental expenses). If the Bidder disagrees with this proposal, the Bidder should so state in Letter of Service Provider's Bid. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator [or Disputes Review Expert] proposed by the Bidder, the Employer

will request the Appointing Authority **designated in the BDS & Particular Conditions of Contract (PCC)** pursuant to Clause 23.1 of the General Conditions of Contract (GCC), to appoint the Adjudicator [or Disputes Review Expert].

38. Abnormally Low Bids

- 38.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns with the Purchaser as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 38.2 In the event of identification of a potentially Abnormally Low Bid, the Purchaser shall seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 38.3 After evaluation of the price analyses, in the event that the Purchaser determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Purchaser shall reject the Bid.
- 38.4 If a Bidder quotes nil charges or consideration, the bid shall be treated as unresponsive and will not be considered.

Section II. Bidding Data Sheet

A. General	
ITB 1.1	The Employer is Chief Engineer, Investigation & Planning, Flood on behalf of Government of Uttar Pradesh.
ITB 1.1	The name of the Services is: Hiring agency for providing services of unskilled & semi-skilled staff for FMISC office. The identification number of the Services is: 10/NCB/FMISC/UPWSRP2/Unskilled & semi-skilled staff/2017-18.
ITB 1.2	The Intended Completion Date is: 18 Months
ITB 2.1	The Borrower is Government of India (GOI) The Project is Uttar Pradesh Water Sector Restructuring Project-Phase-II The IDA Credit number is 5298-IN
ITB 2.1	The name of the Project is Uttar Pradesh Water Sector Restructuring Project (UPWSRP) - Phase-II The Financing Agreement Amount SDR 239.40 Million and number is IDA Credit number is 5298-IN
ITB 4.4	The list of firms debarred from participating in World Bank projects is available at: http://www.worldbank.org/debarr/ .
ITB 5.2	Prequalification has not been undertaken.
ITB 5.3	The information required from bidders in ITB Sub-Clause 5.3 is modified as follows (certified copies of all documents must be submitted along with the bid): <ol style="list-style-type: none"> 1. 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 2. The firm / Society / Company should be registered in the concerned department of State / Central Government for providing services of skilled personnel to the first party. 3. The firm should be registered in Labour Department of State / Central Government. 4. The Service Provider must have the registration for Service Tax. 5. The firm must be a regular Income Tax Return payee. Certified copies of

	<p>ITR & copy of PAN.</p> <p>6. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports</p> <p>7. Information regarding litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.</p>
ITB 5.4	NA
ITB 5.4 (g)	NA
ITB 5.5	<p>The previous financial years are:</p> <p>2015-16, 2016-17</p>
ITB 5.5	<p>The qualification criteria in ITB Sub-Clause 5.5 are modified as follows:-</p> <p>None</p>
ITB 5.5(a)	<p>(a) The minimum required annual turnover of Services for the successful Bidder in any of the last year must not be less than Rs. 10 Lac. (Certified copy of certificate/balance sheet must be submitted with the bid).</p>
ITB 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 1 year the following:</p> <p>Experience for providing services of skilled persons to the government / private sector for at least One year. The certificates / documents to this effect shall be submitted along with the bid (copy of experience certificate must be submitted with the bid).</p>
ITB 5.5 (c)	<p>The essential equipment to be made available for the Contract by the successful Bidder shall be: as specified in Activity Schedule.</p>
ITB 5.5 (d)	NA
ITB 5.5 (e)	<p>The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be INR 5.00 Lacs. [availability to be certified by a Scheduled Bank must be submitted with the bid]</p>
ITB 5.6	N.A.
B. Bidding Documents	
ITB 9.3 and 19.1	<p>The number of copies of the Bid to be completed and returned shall be: Two.</p>
ITB 10.1	N.A.

C. Preparation of Bids	
ITB 13.1	Any additional documents required to be completed and submitted by the Bidders are: None.
ITB 14.5	The Contract “ <i>is not</i> ” subject to price adjustment in accordance with GCC Clause 6.6.
ITB 16.1	The Bid shall be valid for 90 days after the deadline for Bid submission specified in the BDS.
ITB 16.3	N.A.
ITB 17.1	The Bid Security amount is INR 40000.00 (Rupees forty thousand only).
ITB 17.2	<p>Bid Security should be in the form of B.G in favour of ‘Financial Management Expert, PACT-UPWSRP’ Payable at Lucknow from any Nationalized / Scheduled Bank.</p> <p>Fixed Deposit / Time Deposit certificates issued by a Nationalized or Scheduled Bank will also be acceptable, provided it is pledged in favour of ‘Financial Management Expert, PACT’.</p> <p>Bid Security must be valid for minimum 90+35=135 days from the last date of submission of bid, otherwise bids shall be rejected.</p>
ITB 17.7	NA
ITB 18.1	Alternative bids are not permitted.
ITB 18.2	Alternative times for completion are not permitted.
ITB 18.4	Alternative technical solutions shall not be permitted.
ITB 19.1	The numbers of copies of the Bid to be completed and returned shall be: two (one original & one copy).
ITB 19.2	<p>The written confirmation of authorization to sign on behalf of the Bidder shall indicate:</p> <p style="text-align: center;"><i>(a) Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid.</i></p> <p>Note- The bidder must fill “Letter of Service Provider’s Bid” provided in the bid compulsorily.</p>
D. Submission of Bids	
ITB 20.1	Bidders may submit their bids electronically: <i>No</i>
ITB 20.2 (a)	<p>The Employer’s address for the purpose of Bid submission is:</p> <p>Chief Engineer, Investigation & Planning, Flood.</p>

	<p>Irrigation & Water Resource Department, 1st Floor, Dr. Ram Manohar Lohiya, Parikalp Bhawan, Telibagh, Lucknow-226025, Uttar Pradesh, India Phone & Fax: 91-522-2440041, 2440850</p> <p>For identification of the bid the envelopes should indicate: Contract: Hiring agency for providing services of unskilled & semi-skilled staff for FMISC office Bid Number: 10/NCB/FMISC/UPWSRP2/Unskilled & semi-skilled staff/2017-18.</p>
ITB 20.2 (b)	Name and Identification number of the contract as given in ITB 1.1 above in this sheet.
ITB 20.2 (c)	The warning should read “DO NOT OPEN BEFORE 16:00 hours on dated 30-06-2017.
ITB 21.1	The deadline for submission of bids shall be 15:00 hours on dated 30-06-2017; In the event the specified date is declared as a holiday for the employer, the bids will be received up to the appointed time on the next working day.
E. Bid Opening and Evaluation	
ITB 24.1	<p>The bid opening shall take place at: Meeting Hall, 1st Floor, Dr. Ram Manohar Lohiya, Parikalp Bhawan, Telibagh, Lucknow-226025, Uttar Pradesh, India</p> <p>Date: 30-06-2017, Time: 16:00 hours</p> <p>In the event specified date is declared as a holiday for the employer, the bids will be received up to the appointed time on the next working day.</p>
ITB 24.3	The Letter of Service Provider’s Bid and Priced Activity Schedule shall be initialed by FMISC’s representatives of the Employer conducting Bid opening:
F. Award of Contract	
ITB 34.4	Not Applicable
ITB 35.1	<p>The Standard Form of Performance Security acceptable to the Employer shall be in form of a Bank Guarantee.</p> <p>[Bank Guarantee shall be unconditional. An amount of 05 percent of the Contract Price is commonly specified for Performance Bank Guarantees.</p>
ITB 36.1	No Advance Payment shall be allowed.
ITB 37.1	<p>The Adjudicator proposed by the Employer is: <i>will be nominated later.</i> The appointing Authority is Chief Engineer, Investigation & Planning, Flood. Irrigation & Water Resource Department,</p>

Section III. Eligible Countries

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

N.A.

Section IV. Forms of Letter of Service Provider's Bid, Qualification Information, Letter of Acceptance, and Agreement (Form of Contract)

1. Letter of Service Provider’s Bid

The Bidder must prepare the Letter on stationery with its letterhead clearly showing the Bidder’s complete name and address. If the Bidder objects to the Adjudicator/Dispute review expert proposed by the Employer in the Bidding Documents, it should so state in its Bid, and present an alternative candidate, together with the candidate’s daily fees and biographical data, in accordance with ITB Clause 37. Bidder should also confirm requirement of advance if provided in ITB36.1.

Note: *All italicized text is for use in preparing these forms and shall be deleted from the final products.*

.....
Date: _____

Invitation for Bid No.: _____

To: ***(Insert name of the Employer)***

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 11);
- (b) We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) We have not been suspended nor declared ineligible by the Employer in accordance with ITB 4.7&ITB 5.7;
- (d) We offer to execute in conformity with the Bidding Documents the contract for providing the following service. _____;
- (e) The total price of our Bid, excluding any discounts offered in item (d) below is: _____ ***[both in words and figures];***
 - In case of only one lot, total price of the Bid ***[insert the total price of the bid in words and figures];***
 - In case of multiple lots, total price of each lot ***[insert the total price of each lot in words and figures];***
 - In case of multiple lots, total price of all lots (sum of all lots) ***[insert the total price of all lots in words and figures];***
- (f) The discounts offered and the methodology for their application are:
 - (i) The discounts offered are: ***[Specify in detail each discount offered.]***

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*:

_____;

- (g) Our bid shall be valid for a period of _____ *[insert validity period as specified in ITB 16.1.]* days from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator/Dispute Review Expert

[or]

We do not accept the appointment of *[insert name proposed in Bid Data Sheet]* as he Adjudicator/Dispute Review Expert, and propose instead that *[insert name]* be appointed as Adjudicator/Dispute Review Expert, whose daily fees and biographical data are attached;

- (i) We require advance payment equal to.....as provided in ITB clause 36.1;
- (j) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Document;
- (k) We are not participating, as a Bidder, in more than one bid in this bidding process in accordance with ITB 6.1;
- (l) Our firm, its affiliates or subsidiaries, including any Sub-Service Providers or Suppliers for any part of the contract, has not been declared ineligible by the Bank, under the Employer’s country laws or official regulations or by an act of compliance with a decision of the United Nations Security Council;
- (m) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;⁸
- (n) We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract:⁹

Name of Recipient	Address	Reason	Amount
.....
.....

- (o) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery or any collusive arrangements with competitors;

⁸Use one of the two options as appropriate.
⁹If none has been paid or is to be paid, indicate “none”.

- (p) We also undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India on date namely “Prevention of Corruption Act 1988”;
- (q) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (r) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (s) If awarded the contract, the person named below shall act as Service Provider’s Representative: _____

Name of the Bidder* *[insert complete name of person signing the Bid]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

* In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

** Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

2. Qualification Information

Notes on Form of Qualification Information

The information is to be filled in by individual bidders and by each member of Joint Venture in case of JV participating in the Bid. The following pages will be used for purposes of post-qualification as provided for in Clause 5 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

2.1 Individual Bidders Qualification									
1	(i) Constitution or legal status of Bidder (ii) Place of registration: (iii) Principal place of business: (iv) Power of attorney of signatory of Bid					[attach copy] [attach]			
Total annual volume of services provided and payments received in the last five years preceding the year in which bids are invited. (<i>Attach certificate from Chartered Accountant</i>)					Year (Rs. In millions) 20 -20 20 -20 20 -20 20 -20 20 -20				
(A) Services performed as prime Service Provider (<i>in the same name and style</i>) on providing services of a similar nature and volume over the last five years ¹⁰ . [<i>Attach certificate from the Engineer-in-charge.</i>]									
Project Name	Name of Employer	Description of Service	Contract No.	Value of contract	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any	
(B) Activities executed as prime Service Provider (<i>in the same name and style</i>) in the last five years: ¹¹									
Year	Name of the Work	Name of Employer*	Quantity of activities performed@			Remarks* (indicate contract Ref)			
			1	2	3				
20---20—									
20---20—									
20---20—									
20---20—									
20---20—									

[@ The items or activities for which date is requested should tally with that specified in ITB 5.5(b)

* Attach certificates from Engineer in-charge]

2.2	Availability of Major items of Service Provider's Equipment: List all information requested below. Refer also to Clause 5.3 (d) & 5.5 (c) of the Instructions to Bidders.									
Item of Equipment	Description	make	capacity	age (Years)	Condition	Number available	Owned	Leased	Purchased	

¹⁰ Immediately preceding the financial year in which bids are received.

¹¹ Immediately preceding the financial year in which bids are received.

2.3	Qualifications of technical personnel proposed: Refer also to Clause 5.3 (e) and Clause 5.5(d) of the Instructions to Bidders and Clause 4.1 of Part-1 General Conditions of Contract.							
	Position	Name	Qualification	Years of experience	Years of experience in proposed position			
				1	2	3	Total
2.4	Proposed sub-contracts and firms: Refer to ITB Clause 5.3(j) and GCC Clause 3.5 and 4.							
	Sections of the Services	Value of subcontract	of	Sub-Service Provider (name and address)			Experience in similar services	
Note: <i>The capability of the sub-Service Provider will also be assessed (on the same lines as for the main Service Provider) before according approval to him.</i>								
2.5	Financial reports or the last five years: Balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.							
2.6	Financial Resources: Evidence of access to financial resources to meet the qualification requirements [<i>cash in hand, lines of credit, etc.</i>] List below and attach copies of support documents. [<i>Attach a certificate from Bank in the format at the end of this section. Other Certificate, will not be accepted</i>]							
2.7	Banker's References: Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.							
2.8	Information on current litigation in which the Bidder is involved.							
	Name of Other party(s)	Cause of dispute	Litigation where (Court or Arbitration)	Amount involved	Remarks regarding present status			
	1	2	3	4	5			
2.9	Proposed Program (Service work method and schedule): The bidder should attach descriptions, drawings, and charts as necessary, to comply with the requirements of the bidding documents. [<i>Refer Clause 5. 1</i>]							

2.10	Statement of Compliance under the requirements of Sub-Clause 5.3 of ITB.							
2.11	Financial Statements Summary: To be submitted by each bidder including each members of JV.							
	SUMMARY OF FINANCIAL STATEMENTS							
	Name of bidder/JV Member:							
	(Equivalent Rs. Million)							
	S.No.	Financial Information in Rupee equivalent with exchange rate at the end of concerned year	Actuals for Previous five years excluding the current financial year					Ref. of Page Nos. of Balance Sheets
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	1.	Total Assets						
	2.	Total Turnover						
	3.	Current Assets						
	4.	Current Assets + Loan & Advances						
	5.	Total Liabilities						
	6.	Current Liabilities						
	7.	Current liabilities & provision						
	8.	Profit before Interest and Tax						
	8.	Profit before Tax						
	9.	Profit after Tax						
	9.	Shareholder's Funds (Net Worth)=(Paid up equity						
	10.	+Reserves)-(revaluation						
	11.	reserves + Miscellaneous expenditure not written off)						
		Depreciation						
		Current Ration (2)/(5)						
		Net cash accruals= Profit after Tax + depreciation						
	12.							
	13.							
	14.							
2.12	<p>This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.</p> <p>Additional Requirements: Bidders should provide any additional information required to fulfill the requirement of Clause 5 of ITB.</p>							
2.13	<p><i>SAMPLE FORMAT(no substitute is acceptable) FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES* CLAUSE 5.5 [e] OF ITB</i></p> <p><i>BANK CERTIFICATE</i></p> <p><i>This is to certify that M/s.....is a reputed company with a good financial standing.</i></p> <p><i>If the contract for the Services, namely.....[funded by the World Bank] is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract.</i></p>							

	<p>---Sd.---</p> <p>Name of Bank Senior Bank Manager Address of the Bank</p>																												
	<p>* <i>Change the text as follows for Joint Venture:</i></p> <p><i>This is to certify that M/s. Who has formed a JV with M/s. and M/s. for participating in this bid, is a reputed company with a good financial standing.</i></p> <p><i>If the contract for the Services, namely [funded by the World Bank] is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs. to M/s. to meet the working capital requirements for executing the above contract.</i></p> <p><i>[This should be given by the JV members in proportion to their financial participation.]</i></p> <p><i>(To be given from a nationalized or scheduled bank in India. No other substitute will be acceptable)</i></p>																												
3	Joint Ventures																												
3.1	The information listed in 1 to 2.8 above shall be provided for each partner of the joint venture.																												
3.2	The information in 2.9 above shall be provided for the joint venture.																												
3.3	Attach the power of attorney of the signatory[ies] of the bid, authorizing signature of the bid on behalf of the joint venture.																												
3.4	Attach the agreement among all partners of the joint venture [<i>and which is legally binding on all partners</i>], which shows the requirements as indicated in sub-clause 5.4 of the 'Instructions to Bidders'. 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.																												
3.5	<p>Furnish details of participation proposed in the joint venture as below:</p> <p style="text-align: center;"><u>DETAILS OF PARTICIPATION IN THE JOINT VENTURE</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;"><i>PARTICIPATION DETAILS</i></th> <th style="text-align: center;"><i>FIRM 'A'</i> <i>(Lead Partner)</i></th> <th style="text-align: center;"><i>FIRM 'B'</i></th> <th style="text-align: center;"><i>FIRM 'C'</i></th> </tr> </thead> <tbody> <tr> <td>Financial</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Name of the Banker(s)</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Planning</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Construction Equipment</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Key Personnel</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Execution of Services (Give details on contribution of each partner and the controlling partner)</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	<i>PARTICIPATION DETAILS</i>	<i>FIRM 'A'</i> <i>(Lead Partner)</i>	<i>FIRM 'B'</i>	<i>FIRM 'C'</i>	Financial				Name of the Banker(s)				Planning				Construction Equipment				Key Personnel				Execution of Services (Give details on contribution of each partner and the controlling partner)			
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Form.....

(Name of the Project)

(Declaration regarding customs/ excise duty exemption for materials/
equipment bought for providing the services)

(Bidder's Name and Address)

To:
(Name of the Employer &
address)

Dear Sir:

Re: [Name of Service].....
Certificate for Import/Procurement of Goods/ Equipment

1. We confirm that we are solely responsible for obtaining customs/excise duty waivers which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the employer will not compensate us.
2. We are furnishing below the information required by the Employer for issue of the necessary certificates in terms of the Government of India Central Excise Notification No.108/95 and Customs Notification No. 85/99.
3. The goods/construction equipment for which certificates are required are as under:

Items	Make/ Brand Name	Capacity [where applicable]	Quantity	Value	State whether it will be procured locally or imported [if so from which country]	Remarks regarding justification for the quantity and their usage in works.

4. We agree that no modification to the above list is permitted after bids are opened.
5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the Services, based on the activities and the programme and methodology as furnished by us alongwith the bid.

6. We confirm that the above goods and equipment will be exclusively used for the providing the above Services and the equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: _____

Place: _____

(Signature) _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

[This certificate will be issued within 60 days of signing of contract and no subsequent changes will be permitted.]

3. Letter of Acceptance

[letterhead paper of the Employer]

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clauses 34 and 35. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the World Bank required under the Loan Agreement.]

[insert date]

Identification No and Title of Contract: *[insert identification number and title of the Contract]*

To: *[insert name and address of the Service Provider]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the Contract and identification number, as given in the PCC]* for the Contract Price *[insert amount in numbers and words]* as corrected and modified¹² in accordance with the Instructions to Bidders is hereby accepted by our Agency.

[insert one of the following (a) or (b) options]

- (a) We accept that *[insert name proposed by bidder]* be appointed as the Adjudicator.¹³
- (b) We do not accept that *[insert name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this Letter of Acceptance to *[insert name of the Appointing Authority]*, we are hereby requesting *[insert name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB Clause 37.1.¹⁴

We note that as per your bid, you do not intend to subcontract any component of services.

[OR]

We note that as per your bid, you propose to employ M/s. as sub-Service Provider for executing

[Delete whatever is inapplicable]

You are hereby requested to furnish Performance Security, in the form detailed in ITB Clause 35.1 for an amount of Rs. _____ within 21 days of the receipt of this letter of acceptance, valid upto 28 days from the date of issue of the Certificate of Completion i.e. upto and sign the contract, failing which action as stated in ITB Clause 35.3 will be taken.

¹² Delete "corrected and" or "and modified" if not applicable. See Notes on Standard Form of Agreement, next page.

¹³ To be used only if the Service Provider disagrees in the Bid with the Adjudicator proposed by the Employer in the Instructions to Bidders, and has accordingly offered another candidate.

¹⁴ To be used only if the Service Provider disagrees in the Bid with the Adjudicator proposed by the Employer in the ITB, has accordingly offered another candidate, and the Employer does not accept the counterproposal.

We have reviewed the proposed methodology submitted by you along with the bid in response to ITB Clause 5.1 and our comments are given in the attachment. You are requested to submit a revised Program as per Clause 2.2.of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

Yours faithfully,

Authorized Signature.....

Name and Title of Signatory.....

Name of Agency.....

Issue of Notice to proceed with the Services
(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Service Provider)

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 35.1, insurance policy as per GCC 3.4, methodology as stated in letter of acceptance and signing of the contract agreement for providing the Services of _____ at a Bid Price of Rs. _____, you are hereby instructed to proceed with the execution of the said Services in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of
signatory authorized to sign on
behalf of Employer)

4. Form of Contract

[letterhead paper of the Employer]

(The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 34 and 35 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the World Bank required under the Loan Agreement.)

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 Particular 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 Sub-Service Providers

Appendix D: Not used

Appendix E: Breakdown of Contract Price in Rupees

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]

Section V. Bank Policy - Corrupt and Fraudulent Practices

(Section V shall not be modified)

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

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, Service Providers and their agents (whether declared or not), sub-Service Providers, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.¹⁵ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹⁶
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;¹⁷
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;¹⁸
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;¹⁹
 - (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

¹⁵In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

¹⁶ For the purpose of this sub-paragraph, “*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.

¹⁷ For the purpose of this sub-paragraph, “*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.

¹⁸ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

¹⁹ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-Service Providers, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis-procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,²⁰ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated²¹;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and Service Providers, and their sub-Service Providers, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.”

²⁰ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

²¹ A nominated sub-Service Provider, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

Part 2 – Activity/Price Schedule

Section VI. Activity/Price Schedule

Terms of Reference for Unskilled & semi-skilled staff

Background

In Irrigation & Water Resource Department U.P., Flood Management Information System Center (FMISC), Lucknow is established vide GoUP order no. 2058/14-27-si-4-25(w)/14 dated 20-10-2014, at 1st Floor, Dr. Ram Manohar Lohia Parikalp Bhawan, telibagh, Lucknow. 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 and providing technical support to flood offices across UPIWRD.

Scope of Services-

The present assignment requires hiring agency for providing services of unskilled and semi-skilled persons for the different assignment for FMISC Office. The persons required are as per details given below:-

Sl no.	Service Category	Qty in No.
1	Electrician	1
2	Peon	2
3	Photo state machine Operator	1
4	Wireless Operator	1
5	Generator Operator	1
6	Helper	1
7	Telephone attendant	1
8	Sweeper (full time)	2
9	Security Guard	4

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 1 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 Unskilled & semi-skilled 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 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-

- 1.0 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 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.
- 2.0 The delayed payment to the staff by the Second Party shall be liable for a penalty of Rs. 500.00 per day.
- 3.0 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 staff abstains without the proper replacement, a deduction of Rs. 300 per person per day will be made from the bill.
- 4.0 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.
- 5.0 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.
- 6.0 The Second Party shall in no case pay its Employees less than the minimum emoluments per month decided by FMISC/UPIWRD.
- 7.0 The Service Tax extra shall be reimbursed in accordance with Service Tax Act & as amended from time to time.
- 8.0 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.

9.0 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 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 staff	
2.	Category	
3.	Discipline / conduct	
4.	Punctuality	
5.	Quality of work	

F (a). Penalty-

5. The second party shall obtain report in terms of satisfactory/unsatisfactory from the concerned officer for a period ending 25th day of each month.
6. In case of unsatisfactory report of 10% of the personnel deployed, a deduction of 5% of the monthly bill shall be deducted.
7. In case of unsatisfactory report of 20% of the personnel deployed, a deduction of 10% of the monthly bill shall be deducted.
8. 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.

Detail of Contract Price (Price Schedule)
(Quoted by bidder)

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

Note- The service tax at the prevailing rates shall be reimbursed as per the prevailing laws on the submission of proof of payment.

Signature of Bidder-----

Place :

Date :

Name -----

Business address -----

Section VII: Conditions of Contract

1. This sample contract for the Provision of Services has been prepared by the World Bank for use by its borrowers and their implementing agencies (referred to hereafter as Employer) when they hire firms to provide Services paid on the basis of lump-sum remuneration.
2. Lump-sum contracts are used when definition of the tasks to be performed is clear and unambiguous, when the commercial risk taken by the Service Provider is minimal, and when therefore such Service Provider/s are prepared to perform the assignment for an agreed predetermined lump-sum price. Such price is arrived at on the basis of inputs—including rates—provided by the Service Provider. The Employer agrees to pay the Service Provider according to a schedule of payments linked to the delivery of certain outputs. A major advantage of the lump-sum contract is the simplicity of its administration, the Employer having only to be satisfied with the outputs without monitoring the staff inputs.
3. The Contract includes four parts: the Form of Contract, the General Conditions of Contract, the Particular Conditions of Contract, and the Appendices. The Employer using this sample contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Particular Conditions.

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 Service Provider 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 Financing institution **named in PCC**.
- (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) “Dayworks” 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 India.
- (l) “Local Currency” means Indian Rupees.
- (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 PCC** 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 Sub-Service Provider 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) “PCC” means the Particular 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) “Sub-Service Provider” 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 Union of India.

Salient features of major labour and other laws that are normally applicable in India are given as Appendix H. to these General Conditions of Contract.

1.2.1 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in the India when

- (a) as a matter of law or official regulations, India prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in

that country.

- 1.3 Language** This Contract has been executed in English language, 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 PCC**.
- 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 India 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 PCC**.
- 1.7 Inspection and Audit by the Bank**
- 1.7.1 The Service provider shall keep, and shall make all reasonable efforts to cause its Sub-Service Providers and sub-consultants to keep, accurate and systematic accounts and records in respect of the performance of Services in such form and details as will clearly identify relevant time changes and costs.
- 22.3 The Service Provider shall permit and shall cause its Sub-Service Providers and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Service provider's and its Sub-Service Providers' and sub-consultants' attention is drawn to Sub-Clause 9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under this Sub-Clause constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
- 1.8 Taxes and Duties** The Service Provider, Sub-Service Providers, 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 and such other later date as may be **stated in the PCC.**

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 revised Program (revising the Program given along with the bid) 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 PCC.**

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 PCC.** 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. In particular contract cases where clearance of the Bank or the Association is required for such modifications, the modification 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 or goes into liquidation other than for a reconstruction or amalgamation;
- (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 pursuant to GCC clause 9, then the Employer may after giving fourteen days written notice to the Service provider, terminate the contract and expel him from the site.

2.6.2 By the Service The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be

Provider 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 PCC 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 less advances or other recoveries or any taxes to be deducted at source(TDS) as per applicable law, 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 Sub-Service Providers or third parties.

3.2 Conflict of Interest

- 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 Sub-Service Providers, 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 Sub-Service Provider 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 Sub-Service Providers 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 India 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 Sub-Service Providers 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 PCC**.

3.3 Confidentiality

The Service Provider, its Sub-Service Providers, 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 Sub-Service Providers to take out and maintain, at its (or the Sub-Service Providers', 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 PCC**; 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 Sub-Service Providers"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the PCC**.

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 PCC**.

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 PCC** 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 PCC**. 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.

Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the contractor from his obligation to complete the work as per agreed construction program and milestones, or from any of the other contractor's obligations and liabilities under the contract.

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 PCC.**

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 Indian rupees. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract

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 Sub-Service Providers 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 where legally warranted, to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the PCC**.

5.2 Taxes The rates quoted by the Service Provider shall be deemed to be inclusive of the Vat, Sales and other taxes that the Service provider will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.

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 Sub-Service Providers' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. 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 The price payable in Indian rupees is **set forth in the PCC**.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendix E.

6.3.2 **If the PCC 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 PCC. Unless otherwise stated in the PCC**, 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 PCC**. Any other payment shall be made after the conditions **listed in the PCC** 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 PCC**, interest shall be paid to the Service Provider for each day of delay at **the rate specified in the PCC**.

6.6 Price Adjustment 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the PCC**. 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:

$$P_c = A_c + B_c L_{mc}/L_{oc} + C_c I_{mc}/I_{oc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients **specified in the PCC**, 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

L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

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

- 7.1.1 The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the PCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found specifying a time by which it should be corrected. 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 PCC**.
- 7.1.2 The Service Provider shall permit the Employer's Technical auditor to check the Service provider's work and notify the Employer and Service provider of any defects that are found. Such a check shall not affect the Service Provider's or the Employer's responsibility as defined in the Contract Agreement

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects (specifying a time limit by which it should be corrected) 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/Dispute Review Expert (DRE) within 14 days of the notification of disagreement of one party to the other.

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

The Arbitrator shall give a decision in writing within 120 days of start of the proceedings except otherwise agreed to by the Parties. The Arbitrators shall entertain only those issues which have been earlier referred to the Adjudicator/DRE and either party is dissatisfied with the decision given by the Adjudicator/DRE

8.2.5 Should the Adjudicator/DRE 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/DRE 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/DRE shall be designated by the Appointing Authority **designated in the PCC** at the request of either party, within 14 days of receipt of such request.

**9. Corrupt and
Fraudulent
Practices**

- 9.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix IX to the GCC.
- 9.2 The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

APPENDIX TO GENERAL CONDITIONS Bank's Policy- Corrupt and Fraudulent Practices

(Text in this Appendix shall not be modified)

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

“Fraud and Corruption:

- 1.16 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, Service Providers and their agents (whether declared or not), sub-Service Providers, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.²² In pursuance of this policy, the Bank:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;²³
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;²⁴
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;²⁵
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;²⁶
 - (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,

²²In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

²³ For the purpose of this sub-paragraph, “*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.

²⁴ For the purpose of this sub-paragraph, “*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.

²⁵ For the purpose of this sub-paragraph, “*parties*” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

²⁶ For the purpose of this sub-paragraph, “*party*” refers to a participant in the procurement process or contract execution.

coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-Service Providers, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis -procurement and cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,²⁷ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated²⁸;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and Service Providers, and their sub-Service Providers, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank."

²⁷ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

²⁸ A nominated sub-Service Provider, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

Section VIII. Particular Conditions of Contract

Except where otherwise indicated, all PCC should be filled in by the Employer prior to issuance of the Bidding Documents. Schedules and reports to be provided by the Employer should be annexed.

Clauses in brackets are optional; all notes should be deleted in final text.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator shall be nominated later
1.1 (c)	“Bank” means <i>International Development Association (IDA)</i>
1.1(e)	The contract name is: Hiring agency for providing services of unskilled & semi-skilled staff for FMISC office, Lucknow
1.1(h)	The Employer is : Chief Engineer, Investigation & Planning, Flood, UPIWRD, Lucknow
1.1(m)	The Member in Charge is <i>[name of Member]</i> .
1.1(p)	The Service Provider is <i>[insert name]</i>
1.4	Employer: Chief Engineer, Investigation & Planning, Flood. Irrigation & Water Resource Department, Attention: Address: 1st Floor, Dr. Ram Manohar Lohiya, Parikalp Bhawan, Telibagh, City: Lucknow ZIP Code: 226025Country: INDIA Phone & Fax: 91-522-2440041, 2440850 Electronic mail address: ceinplood@gmail.com Web Page: www.irrigation.up.nic.in Service Provider: _____ Attention: _____ Telex: _____ Facsimile: _____ E-Mail
1.6	The Authorized Representatives are:

	For the Employer: Executive Engineer, FMISC, Lucknow For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is <i>[date]</i> . <i>[Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Bank, effectiveness of Bank Loan/IDA Credit, receipt by Service Provider of advance payment and by Employer of bank guarantee (see Sub-Clause 6.4), etc.]</i>
2.2.2	The Starting Date for the commencement of Services is the date of Contract is signed by both parties.
2.3	The Intended Completion Date is : 18 Months
3.2.3	Activities prohibited after termination of this Contract are: all activities under the Contract
3.4	The all risks and coverage by insurance as below shall be taken care by the service provider: • Employer's liability and workers' compensation <i>in accordance with the applicable law in India;</i>
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	The liquidated damages rate is: 0.05 percent per day The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price.
3.8.3	The percentage [of the cost of having a Defect corrected] to be used for the calculation of Lack of performance Penalty/(ies) is <i>[insert percentage]</i> The Defects Liability Period is:
5.1	N.A.
6.2	The amount in Indian rupees is <i>[insert amount]</i> .
6.3.2	The performance incentive paid to the Service Provider shall be: NA
6.4	Payments shall be made according to the following schedule: As defined in Section VI. Activity/Price Schedule

6.5	N.A.
6.6.1	Price adjustment is not to be applied.
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: <i>[insert]</i></p> <p>The Defects Liability Period is: <i>[insert definition of/end date]</i>.</p>
8.2.3	Name of the agreed Adjudicator/Dispute Review Expert: To be nominated later
8.2.4	<p>The procedure for arbitration will be as follows:</p> <p>(a) In case of Dispute or difference arising between the Employer and a domestic Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Service Provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>Note: <i>[Sub-para (b) is applicable in case of contract award to foreign Service Providers]</i>.</p> <p>(b) In the case of dispute with a Foreign Service Provider the dispute shall be settled in accordance with provisions of UNCITRAL Arbitration Rules. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Service Provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties, and shall act a presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>(c) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of</p>

	<p>the notice of the appointment of its Arbitrator by the other party, then the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), both in cases of Foreign Service Provider as well as Indian Service Provider, shall appoint the Arbitrator. A certified copy of the order of the* Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.</p> <p>(d) Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(e) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(f) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>(g) Performance under the contract shall continue during the arbitration proceedings and payments due to the Service Provider by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p> <p><i>* Choose one alternative.</i></p> <p><i>Insert Chairman of the executive Committee of the Indian Roads Congress (for highway project) or any other appropriate institution (for other types of services).</i></p>
8.2.5	Appointing Authority for the Adjudicator/Dispute Review Expert: Chairman, PACT

Appendices

Appendix A—Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.

Appendix B—Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

Appendix C—Key Personnel and Sub-Service Providers

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to work in India, and staff-months for each.*
 - C-2 Same as C-1 for Key Personnel to be assigned to work outside India if applicable*
 - C-3 List of approved Sub-Service Providers (if already available); same information with respect to their Personnel as in C-1 or C-2.*

Appendix D—Breakdown of Contract Price in Foreign Currency(ies) –Not used.

Appendix E—Breakdown of Contract Price in Indian Rupees.

List here the elements of cost used to arrive at the breakdown of the lump-sum price:

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix F—Services and Facilities Provided by the Employer

Appendix G—Performance Incentive Compensation Appendix

Performance Incentive Compensation Appendix Provisions

ARTICLE 1- GENERAL

1.1 Documents Comprising the Performance Incentive Compensation Appendix

The Performance Incentive Compensation Appendix consists of:

- (a) the Performance Incentive Compensation Appendix Provisions;
- (b) Attachment #1 Incentive Compensation Calculation Procedure Notes; and
- (c) Attachment #2 Incentive Compensation Charts 1-[].

ARTICLE 2- THE PERFORMANCE INCENTIVE COMPENSATION

2.1 Performance Incentive Compensation Limits

- (1) The Performance Incentive Compensation paid to the Service Provider shall not exceed Rs[] over the term of the Contact.
- (2) The actual amount paid to the service Provider as Performance Incentive Compensation shall be determined by the extent to which the Service Provider achieves the performance criteria set out in the Incentive Compensation Charts and by the application of the calculations set out in the Incentive Calculation Procedure Notes for the applicable Contact Year.
- (3) If the Service Provider fails to meet the “Excellent” rating set out in the Incentive Compensation Chart, in any Contact Year, the Service Provider will be obliged to make up the shortfall in the subsequent Contact Year, as well as meet the performance targets for that Contract Year.
- (4) Except as the Employer may, in its sole discretion, otherwise determine based on exceptional circumstances, if the Service Provider fails to attain the Maximum Annual Incentive Compensation in any Contract Year, the shortfall will not be available to the Service Provider in the subsequent Contact Years and Rs[] per Contract Year maximum will not be increased.

**ATTACHMENT # 1 – APPENDIX G
INCENTIVE COMPENSATION CALCULATION PROCEDURE NOTES**

[SAMPLE: This part is to be designed on a case by case approach]

PART A THE METHOD FOR CALCULATING PERFORMANCE INCENTIVE COMPENSATION IN EACH CONTRACT YEAR

I. The Performance Incentive Compensation for each Contract Year shall be calculated as follows:

$$\text{Compensation} = \text{Composite Score} \times 0.2 \times \text{Maximum Annual Incentive Compensation}$$

Where:

- (i) The Maximum Annual Incentive Compensation is calculated as set out in Section 2.1 of the Performance Incentive Compensation Appendix Provisions; and
- (ii) The Composite Score is calculated in accordance with “Part B-The Method for Calculating the Composite Score” of these Incentive Compensation Calculation Procedure Notes.

PART B. THE METHOD FOR CALCULATING THE COMPOSITE SCORE

1. The Composite Score for each Contract Year shall be as follows:

Composite Score Total of All Weighted Scores **for the Performance Criteria**

Where:

- (i) The Weighted Score for each Performance Criterion equals Criterion Weight x Criterion Value;
- (ii) The Criterion Value is measured from “Excellent” to “Poor” with corresponding values of 5 (for “Excellent” performance) to 1 (for “Poor” performance) as set out in the Incentive Compensation Charts and evaluated based on the performance of the Service Provider;
- (iii) The Criterion Value which the Operator receives for any Performance Criterion is based upon the technical standards set out in the Incentive Compensation Charts under the headings, “Excellent”, “Very Good”, “Good”, “Fair”, and “Poor” as compared against the Operator’s actual technical standards in each Contract Year; and
- (iv) If the Service Provider’s actual performance in a Contract Year,
 - (a) exceeds the technical standards for an “Excellent” Criterion Value, then the Criterion Value shall be 5;
 - (b) is less than the technical standards for a “Poor” Criterion Value, then the Criterion Value shall be zero; or
 - (c) is in between the technical standards for two Criterion Values, then the Criterion Value shall be rounded down to the nearest whole number or 0.5 decimal point.

2. For the purpose of clarity, it is noted that there are only ten Criterion Values to be used as follows: 0,1, 1.5, 2, 2.5, 3, 3.5,4, 4.5 and 5.

3. Notwithstanding paragraphs 1 and 2 above, with respect to the Performance Criterion relating to institutional improvements in Attachment #2 The Incentive Compensation Charts 1-8,

- (a) if the Service Provider’s actual performance in a Contract Year is less than the technical standard for a “Fair” Criterion Value, then the Criterion Value shall be zero;
- (b) for the purpose of clarity, it is noted that there are only three Criterion Values to be used as follows: 0, 2 and 5; and
- (c) each of the documents or plans listed under the Performance Criterion shall be scored with the appropriate Criterion Value and a mean average score will be taken to calculate the Criterion Value for the Performance Criterion, which shall be rounded down to the nearest whole point or 0.5 decimal point.

4. For ease of reference, the following calculation represents the calculation of the Composite Score for a hypothetical Service Provider for four performance criteria in one Contact Year.

Sample Incentive Compensation Chart

Performance Criterion		Units	Criterion Values				
			Weight				
			Excellent	Very Good	Good	Fair	Poor
1.	e.g. Electricity use [% reduction in kWhr consumed from Base Year]	0.30	65	55	50	40	30
2.	[Criterion 2] []	0.25	20	19	17	16	15
3.	[Criterion 3] []	0.15	30	25	20	15	10
4.	[Criterion~] []	0.30	90	85	80	75	70

The following table demonstrates the procedure for the calculation of the “Composite Score”, if at the end of the year the achievements of the Service Provider are as follows:

1.	[e.g. Electricity use]	57
2.	[Criterion 2]	22
3.	[Criterion 3]	29
4.	[Criterion 4]	69

Performance Incentive Compensation Appendix -- Review Version I — March 20, 2007

Chart 1

Performance Incentive Obligations

Year [1]

Services			Criterion Values					
Apndx. Ref.	Performance Criterion	Units	Weight	Excellent 5	Very Good 4	Good 3	Fair 2	Poor 1
	[Development of Plans and Programs ¹]	Quality and Timeliness	[0.45]	Completed on time with no need for revision to the substance of the document	N/A	N/A	Completed on time but requires revision to the substance of the document	N/A
	[Energy Management]	% reduction of kilowatt hours of electricity per unit produced from Base Year	[0.25]	4	3.5	3	2.5	2
	[Computerized Billing and Collection System]	number of days after the Starting Date until the computerized billing and collection system is in place	[0.30]	140	150	160	170	180

[Note: The chart is a sample only.]

(1) In respect of the Plans and Programs each plan or program listed in Section [•] shall be given a score of either 5 (Excellent), 2 (Fair) or (0) and the average score for all plans and programs shall be multiplied by the Criteria Weight. The average score shall be rounded to the nearest .5 decimal.

APPENDIX H-Salient Features of Labour & Environment Laws

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE (The law as current on the date of bid opening will apply)

Labour Laws	<p>(a) <u>Workman Compensation Act 1923</u>: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.</p> <p>(b) <u>Payment of Gratuity Act 1972</u>: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.</p> <p>(c) <u>Employees P.F. and Miscellaneous Provision Act 1952 (since amended)</u>: The act Provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:</p> <p style="margin-left: 20px;">(i) Pension or family pension on retirement or death, as the case may be. (ii) Deposit linked insurance on the death in harness of the worker. (iii) Payment of P.F. accumulation on retirement/death etc.</p> <p>(d) <u>Maternity Benefit Act 1951</u>: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.</p> <p>(e) <u>Contract Labour (Regulation & Abolition) Act 1970</u>: The Act provides for certain welfare measures to be provided by the Service Provider to contract labour and in case the Service Provider fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Service Provider is required to take license from the designated Officer. The Act is applicable to the establishments or Service Provider of Principal Employer if they employ 20 or more contract labour.</p> <p>(f) <u>Minimum Wage Act 1948</u>: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a schedule employment. Construction of Buildings, Roads, Runways are schedule employments.</p> <p>(g) <u>Payment of Wages Act 1936</u>: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.</p>
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	<p>(h) <u>Equal Remuneration Act 1979</u>: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.</p> <p>(i) <u>Payment of Bonus Act 1965</u>: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.</p> <p>(j) <u>Industrial Disputes act 1947</u>: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.</p> <p>(k) <u>Industrial Employment (Standing Order) Act 1946</u>: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.</p> <p>(l) <u>Trade Unions Act 1926</u>: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.</p> <p>(m) <u>Child Labour (Prohibition & Regulation) Act 1986</u>: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.</p> <p>(n) <u>Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979</u>: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to</p>
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	<p>which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and bank etc.</p> <p>(o) <u>The Building and Other Construction works (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996</u>: All the establishments who carry on any building or other construction work and employs 10 or more workers and covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First –Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.</p> <p>(p) <u>Factories Act 1948</u>: the Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process</p> <p>(q) <u>Weekly Holidays Act -1942</u></p>
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SALIENT FEATURES OF SOME OF THE MAJOR LAWS THAT ARE APPLICABLE FOR PROTECTION OF ENVIRONMENT

<p>Laws on protection of Environment</p>	<ol style="list-style-type: none"> 1. The Water (Prevention and Control of Pollution) Act, 1974, this provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water(whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. 2. The Air (Prevention and Control of Pollution) Act, 1981, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. 3. The Environment (Protection) Act, 1986, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property. 4. The Public Liability Insurance Act, 1991, This provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
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Appendix I-Appointment of Adjudicator/Dispute Review Expert

Suggested Draft of Letter of Appointment of Adjudicators in contracts

Sub: _____ (Name of the Contract)

To

Name and address of the Adjudicator

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

For administrative purpose _____ (*name of the officer representing the employer*) has been assigned to administer the assignment and to provide the Adjudicator with all relevant information needed to carry out the assignment on behalf of both the employer and the Service Provider. The services will be required during the period of contract for the Services (Name of the Contract) _____.

The Adjudicator shall visit the site once in 3 (three) months till the completion of the Services indicated above or as specifically requested by employer/service provider for the period upto the end of defects liability period with prior intimation to the employer and the service provider. The duration of each visit shall ordinarily be for one day only. These durations are approximate and (*Name of the employer and Name of the Service Provider*) may find it necessary to postpone or cancel the assignment and/or shorten or extend the duration.

The appointment will become effective upon confirmation of letter by you. The appointment of Adjudicator shall be liable for termination under a 30 (thirty) days written notice from the date of issue of the notice, if both Employer and the Service Provider so desire. Also the appointment shall automatically stand terminated 14 days after the defect notice / correction period as stated in Clauses 7.1 of GCC/PCC is over.

The Adjudicator will be paid a fee of Rs. _____ (Rupees _____ only) per each day of visit at the worksite. The actual expenses for boarding and traveling in connection with the assignment will be reimbursed to the Adjudicator. The Adjudicator will submit a pre-receipted bill in triplicate to the employer indicating the date of the visit, fees for the visit and a proof in support of the actual expenditure [only for items valued above Rs200 each) incurred by him against boarding, lodging and traveling expenses after performing the visit on each occasion. The Employer will make the admissible payment (both the Employer's and the Service Provider's share) to the Adjudicator within 30 days of the receipt of the bill. The Service Provider's share on this account (half the paid amount) will be recovered by the Employer from the Service Provider's bills for the Services.

In accepting this assignment, the Adjudicator should understand and agree that he is responsible for any liabilities and costs arising out of risks associated with travel to and from the place of emergency repatriation, loss or damage to personal/professional effects and property. The Adjudicator is advised to effect personal insurance cover in respect of such risks if he does not already have such cover in place. In this regard, the Adjudicator shall maintain appropriate medical, travel, accident and third-party liability insurance. The obligation under this paragraph will survive till termination of this appointment.

Procedures for resolution of disputes by the Adjudicator is described in the contract of _____ (name of the contract) between the employer and the Service Provider vide clause 8 of GCC/PCC. Your recommendation should be given in the format attached, within 28 days of receipt of a notification of dispute.

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

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

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

Read and Agreed

Name of Adjudicator
Signature

Place:

Date:

Name of Employer

Signature of authorized representative of Employer

Name of the Service Provider

Signature of authorized representative of Service Provider

Attachment: Copy of contract document between the employer and Service Provider and format for recommendation.

SUMMARY OF ADJUDICATOR'S RESPONSIBILITIES

The Adjudicator has the following principal responsibilities:

1. Visit the site periodically.
2. Keep abreast of job activities and developments.
3. Encourage the resolution of disputes by the parties.
4. When a dispute is referred to it, conduct a hearing (no legal presentation), complete its deliberations, and prepare a recommendations in a professional and timely manner(as per sample format)

Sample Format of Adjudicator's Recommendation

[Project Name] Recommendation of Adjudicator

Dispute No. XX [*NAME OF DISPUTE*]

Hearing Date: _____

Dispute

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

Service Provider's Position

A short summation of the Service Provider's position as understood by the Adjudicator.

Employer's Position

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

Recommendation

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

Explanation

(*This section could also be called Considerations, Rationale, Findings, Discussion, and so on.*)

The Adjudicator's description of how each recommendation was reached.

Respectfully submitted,

Date : _____

Date : _____

Date : _____

Section IX. Performance Specifications and Drawings

(Describe Outputs and Performances, rather than Inputs, wherever possible)

VI (a) Notes on Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of Bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects in the same country are useful in this respect. The use of metric units is encouraged by the World Bank. Most specifications are normally written specially by the Employer or Project Manager to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in these documents.

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Particular Conditions or Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and Services or work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Project Manager's prior review and written consent. Differences between the standards specified and the

proposed alternative standards shall be fully described in writing by the Service Provider and submitted to the Project Manager at least 28 days prior to the date when the Service Provider desires the Project Manager's consent. In the event the Project Manager determines that such proposed deviations do not ensure substantially equal or higher quality, the Service Provider shall comply with the standards specified in the documents.

These Notes for Preparing Specifications are intended only as information for the Employer or the person drafting the bidding documents. They should not be included in the final documents.

VI (b) Notes on Drawings

Insert here a list of Drawings. The actual Drawings, including performance diagrams or curves, etc. and site plans, geographical areas covered, should be attached to this section or annexed in a separate folder.

Section X. Security Forms

Samples of acceptable forms of Bid, Performance, and Advance Payment Securities are provided in this Section XI. Bidders shall not complete the Performance and Advance Payment Security forms at this stage of the procurement process. Only the successful Bidder shall be required to provide these two securities.

Forms of Securities

Acceptable forms of securities are annexed. Bidders should not complete the Performance and Advance Payment Security forms at the time. Only the successful Bidder will be required to provide Performance and Advance Payment Securities in accordance with one of the forms, or in a similar form acceptable to the Employer.

- Annex A : Bid Security (Bank Guarantee)
- Annex B : Performance Bank Guarantee
- Annex C : Bank Guarantee for Advance Payment

Form of Bid Security (Bank Guarantee)-Annexure A

[Guarantor letterhead or SWIFT identifier code]

Beneficiary:

[Insert name and address of the Employer]

Invitation for Bids No: *[Insert reference number for the Invitation for Bids]*

Date: *[Insert date of issue]*

BID GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of *[insert description of contract]* under Invitation for Bids No. *[insert number]* ("the IFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in letters]* (*insert amount in numbers*)²⁹ upon receipt by us of the Beneficiary's complying supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has withdrawn its Bid during the period of bid validity specified by the Applicant in the Letter of Bid, or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the period of bid validity, (i) fails to execute the Contract Agreement or (ii) fails to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.
- (c) does not accept the correction of the Bid Price pursuant to Clause 28.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary upon the instruction of the Applicant; and (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding

²⁹ The Bidder should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 17.1 of the Instructions to Bidders.

process; or (ii) twenty-eight days after the Validity Period, which date shall be established by presentation to us of copies of the Letter of Bid and any extension(s) thereto, accompanied by the bidding document; or (c) three years after the date of issue of this guarantee.

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

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

Performance Bank Guarantee ANNEXURE B

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Employer]*

Date: *_ [Insert date of issue]*

PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *_ [insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Service Provider") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *_ [insert name of contract and brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Service Provider, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures] (_____)* *[insert amount in words]*³⁰, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Service Provider is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...,³¹ and any demand for payment under it must be received by us at this office indicated above on or before that date.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

BANK GUARANTEE FOR ADVANCE PAYMENT-ANNEXURE C

³⁰An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in Indian Rupees.

³¹Insert the date twenty-eight days after the expected date of issue of the Certificate of Completion

[Guarantor letterhead or SWIFT identifier code]

Date: [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

To: _____ [name of Employer]
_____ [address of Employer]
_____ [name of Contract]

Gentlemen:

In accordance with the provisions of the Conditions of Contract, sub clause 6.4 (“Advance Payment”) of the above-mentioned Contract, _____ [name and address of Service Provider] (hereinafter called “the Service Provider”) shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ [amount of guarantee]³² _____ [in words].

We, the _____ [bank or financial institution], as instructed by the Service Provider, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Service Provider, in the amount not exceeding _____ [amount of guarantee] _____ [in words].

We further agree that no change or addition to or other modification of the terms of the Contract or of Services to be performed thereunder or of any of the Contract documents which may be made between _____ [name of Employer] 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 remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Service Provider.

Yours truly,

Signature and seal of the guarantor _____
Name of Bank/Financial Institution _____
Address _____
Date _____

³²An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.