

# **Tender for (DC-DR Systems)**

## **Procurement of Managed Cloud based DC-DR service for hosting of AEGCL SAP ERP System**

**Purchaser: Assam Electricity Grid Corporation Ltd.**

**Project: Assam Intra-State Transmission System Enhancement Project**

**Contract title: Procurement of Managed Cloud based DC DR service for hosting of AEGCL SAP ERP  
System**

**Country: India**

**Loan No. /Credit No. / Grant No.: 00302-IND**

**RFB No: AEGCL/MD/AIIB/ERP-PKG-N2/2023/07**

**Issued on: 21/11/2023**

## NATIONAL OPEN COMPETITIVE PROCUREMENT

### PROCUREMENT OF MANAGED CLOUD BASED DC-DR SERVICE FOR HOSTING OF AEGCL SAP ERP SYSTEM

#### (TWO-ENVELOPE BIDDING PROCESS WITH E-PROCUREMENT)

NAME OF NON-CONSULTING SERVICE	: PROCUREMENT OF MANAGED CLOUD BASED DC-DR SERVICE FOR HOSTING OF AEGCL SAP ERP SYSTEM.
PERIOD OF SALE OF BIDDING DOCUMENT	: FROM 21/11/2023 TO 18/12/2023
LAST DATE AND TIME FOR RECEIPT OF BIDS	: DATE 18/12/2023 TIME 15:00 HOURS
TIME AND DATE OF OPENING OF BIDS – TECHNICAL PART	: DATE 19/12/2023 TIME 15:00 HOURS
PLACE OF OPENING OF BIDS	: OFFICE OF THE MANAGING DIRECTOR, ASSAM ELECTRICITY GRID CORPORATION LIMITED BIJULEE BHAWAN, PALTANBAZAR GUWAHATI-01, ASSAM
OFFICER INVITING BIDS	: CHIEF GENERAL MANAGER (PP&D) OFFICE OF THE MANAGING DIRECTOR, ASSAM ELECTRICITY GRID CORPORATION LIMITED BIJULEE BHAWAN, PALTANBAZAR

# Standard Bid Document

## Summary of Contents

### *Specific Procurement Notice (SPN) for Request for Bids (RFB)*

#### **BIDDING DOCUMENT: REQUEST FOR BIDS – PROCUREMENT OF MANAGED CLOUD BASED DC-DR SERVICE FOR HOSTING OF AEGCL SAP ERP SYSTEM**

#### **PART 1 – BIDDING PROCEDURES**

##### **Section I - Instructions to Bidders (ITB)**

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

##### **Section II - Bid Data Sheet (BDS)**

This Section includes provisions that are specific to each procurement and that supplement Section I, Instructions to Bidders.

##### **Section III - Evaluation and Qualification Criteria**

This Section specifies the criteria to determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

##### **Section IV - Bidding Forms**

This Section includes the forms for the Bid Submission, Price Schedules, and Bid Security to be completed and submitted by the Bidder as part of its Bid.

##### **Section V - Eligible Countries**

This Section contains information regarding eligible countries.

##### **Section VI - Fraud and Corruption**

This Section includes the Fraud and Corruption provisions which apply to this Bidding process.

#### **PART 2 – PURCHASER'S REQUIREMENTS**

##### **Section VII - Activity Schedule**

This Section includes the List of Non-Consulting Services and Completion Schedules that describe the Services to be procured.

#### **PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

##### **Section VIII - General Conditions of Contract (GCC)**

This Section includes the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

**Section IX - Special Conditions of Contract (SCC)**

This Section consists of Contract Data and Specific Provisions which contains clauses specific to each contract. The contents of this Section modify or supplement, but not over-write, the General Conditions and shall be prepared by the Purchaser.

**Section X - Contract Forms**

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security** and **Advance Payment Security**, when required, shall only be completed by the successful Bidder after contract award.

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## **PART 1 – BIDDING PROCEDURES**

# Section I - Instructions to Bidders

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## Section I - Instructions to Bidders

### A. GENERAL

1. **Scope of Bid**
  - 1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), **specified in the Bid Data Sheet (BDS)**, the Purchaser, as **specified in the BDS**, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Purchaser's Requirements. The name, identification and number of lots (contracts) of this RFB procurement are **specified in the BDS**.
  - 1.2 Throughout this bidding document:
    - (a) the term "in writing" means communicated in written form (e.g., by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Purchaser) with proof of receipt;
    - (b) if the context so requires, "singular" means "plural" and vice versa; and
    - (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
  - 1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**.
2. **Source of Funds**
  - 2.1 The Government of India or Recipient (hereinafter called "Borrower") **specified in the BDS** has applied for or received 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**, toward the project **named 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 in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import 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).
3. **Fraud and Corruption**
  - 3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.
  - 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process,

prequalification process, bid submission, proposal 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 may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, unless otherwise **specified in the BDS**.
- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this Bidding process; or
  - (e) any of its affiliates participated as a consultant in the preparation of the Purchaser's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
  - (f) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
  - (g) 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; or
  - (h) 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 document 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 firm that is a Bidder shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder may participate as a sub-contractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. 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 subcontractors or sub-consultants for any part of the Contract including related Services.

- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the AIIB's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose 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**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Purchaser's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Purchaser.
- 4.7 Firms and individuals may be ineligible if so indicated in Section V 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 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

## 5. Eligible Services

- 5.1 The DC-DR Systems to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Section V, Eligible Countries.
- 5.2 For the purposes of this Tender document, the term "DC-DR System" means all:
  - (a) the required technologies, including all the communications-related hardware, software, services, supplies, that the Supplier is required to supply and install under the Contract, plus all associated documentation, and all other inbuilt services to be supplied, installed, integrated, and made operational; and
  - (b) the related software development, installation, customization, configuration, training, technical support, maintenance, repair, and other services necessary for proper operation of the DC-DR System to be provided by the selected Bidder and as specified in the Contract.
- 5.3 For purposes of ITT 5.1 above, "origin" means the place where the services making the DC-DR System are produced in or supplied from. A DC-DR System is deemed to set up at least 500KM apart.

## 6. Qualification of the Bidder

- 6.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 6.2 JV or consortium firm/bidders are not allowed.

## B. CONTENTS OF BIDDING DOCUMENT

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|---------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7. <b>Sections of Bidding Document</b>      | <p>7.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.</p> <p style="margin-left: 40px;"><b>PART 1: Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>• Section I - Instructions to Bidders (ITB)</li> <li>• Section II - Bid Data Sheet (BDS)</li> <li>• Section III - Evaluation and Qualification Criteria</li> <li>• Section IV - Bidding Forms</li> <li>• Section V - Eligible Countries</li> <li>• Section VI - Fraud and Corruption</li> </ul> <p style="margin-left: 40px;"><b>PART 2: Purchaser's Requirements</b></p> <ul style="list-style-type: none"> <li>• Section VII - Purchaser's Requirements</li> </ul> <p style="margin-left: 40px;"><b>PART 3: Contract</b></p> <ul style="list-style-type: none"> <li>• Section VIII - General Conditions of Contract (GCC)</li> <li>• Section IX - Special Conditions of Contract (SCC)</li> <li>• Section X - Contract Forms</li> </ul> <p>7.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Purchaser is not part of this bidding document.</p> <p>7.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 10. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.</p> <p>7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid, all information or documentation as is required by the bidding document.</p> |
| 8. <b>Site Visit</b>                        | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 9. <b>Clarification of Bidding Document</b> | <p>9.1 The electronic bidding system <b>specified in the BDS</b> provides for online clarifications. A Bidder requiring any clarification on the bidding document may notify the Purchaser online. Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period <b>specified in the BDS</b>. Description of clarification sought and the response of the Purchaser shall be uploaded for</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Purchaser shall amend the bidding document following the procedure under ITB 10 and ITB 23.2.

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|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>10. Amendment of Bidding Document</b> | <p>10.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend the Bidding document by issuing addenda. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as <b>otherwise specified in BDS</b>.</p> <p>10.2 Any addendum thus issued shall be part of the bidding document and shall be deemed to have been communicated to all bidders.</p> <p>10.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.</p> |
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### C. PREPARATION OF BIDS

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|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>11. Cost of Bidding</b>              | 11.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>12. Language of Bid</b>              | 12.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>13. Documents Comprising the Bid</b> | <p>13.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.</p> <p>13.2 The Technical Part shall contain the following:</p> <ul style="list-style-type: none"> <li>(a) <b>Letter of Bid – Technical Part</b> prepared in accordance with ITB 14;</li> <li>(b) <b>Bid Security</b>, if required in accordance with ITB 21.1;</li> <li>(c) <b>Alternative Bid – Technical Part</b>: if permissible in accordance with ITB 15;</li> <li>(d) <b>Authorization</b>: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22.3;</li> <li>(e) <b>Qualifications</b>: documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;</li> <li>(f) <b>Bidder's Eligibility</b>: documentary evidence in accordance with ITB 19 establishing the Bidder's eligibility to Bid;</li> <li>(g) <b>Conformity</b>: documentary evidence in accordance with ITB 18, that the</li> </ul> |

Services conform to the bidding document; and

(h) any other document **required in the BDS**.

13.3 The **Financial Part** shall contain the following:

- (a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 14 and ITB 16;
- (b) **Schedules:** priced Activity Schedule completed in accordance with ITB 14 and ITB 16;
- (c) **Alternative Bid - Financial Part:** if permissible in accordance with ITB 15; and
- (d) any other document **required in the BDS**.

13.4 The Technical Part shall not include any information related to the Bid price. Where financial information related to the Bid price is contained in the Technical Part, the Bid shall be declared non-responsive.

13.5 The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid, and to contract execution if the Bidder is awarded the contract.

#### 14. Process of Bid Submission

14.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

14.2 Entire Bid including the Letters of Bid and filled-up Activity Schedule shall be submitted online on e-procurement system specified in ITB 9.1. Details and process of online submission of the tender and relevant documents are given in the e-procurement website. Scanned copies of documents listed in ITB clauses 13 and 14.3 should also be uploaded on this website.

14.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); and (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office **specified in the BDS**, before the opening of the technical part of the Bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted.

#### 15. Alternative Bids

15.1 Unless otherwise **indicated in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Purchaser.

- 15.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 15.3 14.3 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be **identified in the BDS**, as will be the method for their evaluating, and described in Section VII, Purchaser's Requirements.
- 16. Bid Prices and Discounts**
- 16.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid – Financial Part and in the Activity Schedule(s) shall conform to the requirements specified below.
- 16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s). Bidders bidding for this contract together with other contracts stated in the IFB will so indicate in the bid together with any discounts offered for the award of more than one contract, provided the Bids for all lots (contracts) are submitted and opened at the same time.
- 16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule submitted by the Bidder.
- 16.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 14.1.
- 16.5 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Purchaser's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Purchaser when executed and shall be deemed covered by the other rates and prices in the Activity Schedule. Corrections, if any, can be carried out by editing the information before electronic submission on e-procurement portal.
- 16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates, prices and total Bid price submitted by the Bidder.
- 16.7 If provided for **in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and the General Conditions of Contract.
- 16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.
- 16.9 Bidders may like to ascertain availability of tax/duty exemption benefits available in India to the contracts financed under AIIB 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 Purchaser will not compensate the bidder (Service Provider). Where the bidder has quoted taking into account such benefits, it must give all information required for issue of certificates in terms of the Government of India's relevant Notifications as per the declaration format.

To the extent the Purchaser determines the quantities 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.

- |                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>17. Currencies of Bid and Payment</b>                                           | <p>17.1 The price shall be quoted by the Bidder, and shall be paid by the Purchaser, entirely in Indian Rupees.</p> <p>The currency(ies) of the Bidder and currencies of payment shall be the same. The Bidder shall quote in the currency of the Purchaser's Country the portion of the Tender price that corresponds to expenditures incurred in the currency of the Purchaser's Country, unless otherwise specified in the BDS.</p> <p>17.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.</p> |
| <b>18. Documents Establishing Conformity of Services</b>                           | <p>18.1 To establish the conformity of the Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Purchaser's Requirements.</p> <p>18.2 Standards for provision of the Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Purchaser's Requirements.</p>                                                                                   |
| <b>19. Documents Establishing the Eligibility and Qualifications of the Bidder</b> | <p>19.1 To establish their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.</p> <p>19.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</p> <p>19.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.</p>                                                                                                                      |
| <b>20. Period of Validity of Bids</b>                                              | <p>20.1 Bids shall remain valid for the Bid Validity period <b>specified in the BDS</b>. The Bid Validity period starts from the date fixed for the Bid submission deadline date (as</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |



prescribed by the Purchaser in accordance with ITB 24.1). A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

- 20.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period/twenty-eight days (28) beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 20.3.
- 20.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity period, the Contract price shall be determined as follows:
- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor **specified in the BDS**;
  - (b) in the case of adjustable price contracts, no adjustment shall be made; or
  - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

## 21. Bid Security

- 21.1 If **required in the BDS**, the Bidder shall furnish as part of the technical part of its Bid, a Bid security in original form, and in the amount **specified in the BDS**.
- 21.2 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security shall be in Indian Rupees or a freely convertible currency, and shall at the Bidder's option:
- (a) be in the form of either a certified cheque, demand draft, letter of credit, or an unconditional guarantee issued by a nationalized/ scheduled bank located in India in the form given in Section IV, or another security **specified in the BDS**;
  - (b) if the unconditional guarantee is issued by an institution located outside India, it shall be counter signed by a nationalized/scheduled bank located in India, to make it enforceable;
  - (c) be in the form of Fixed Deposit/Time Deposit certificates issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values, 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;
  - (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 21.7 are invoked;
  - (e) remain valid for 180 (One Hundred Eighty) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 20.2.
- 21.3 If a Bid Security is specified pursuant to ITB 21.1, any Bid not accompanied by an acceptable Bid Security shall be rejected by the Purchaser as non-responsive.
- 21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 49.
- 21.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the

required Performance Security.

21.6 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 in the Letter of Bid - Technical Part and repeated in Letter of Bid - Financial Part, or any extension thereto provided by the Bidder; or if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 37; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 48; or
  - (ii) furnish a performance security in accordance with ITB 49.

21.7 If a Bid Security is not required in the BDS, pursuant to ITB 21.1, and

- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid - Technical Part and repeated in Letter of Bid - Financial Part; or if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 33; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 47; or
  - (ii) furnish a performance security in accordance with ITB 48;

the Borrower may, if **provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time as **stated in the BDS**.

## 22. Format and Signing of Bid

- 22.1 The Bidder shall prepare the Bid as per details given in ITB 23.
- 22.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business.
- 22.3 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be uploaded along with the Bid.
- 22.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

## D. ONLINE SUBMISSION OF BIDS

## 23. Preparation of Bids

- 23.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS ITB 9.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Request for Bids under this Project is published on e-procurement website. Any citizen or prospective bidder can logon to this website and view the Request for Bids and can view the details of works for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature

Certificate (DSC) in the form of smart card/e-token obtained from any certifying agency authorised by the Government of India (for class of DSC **specified in BDS**). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.

- 23.2 The completed bid comprising of documents indicated in ITB 13, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.
- 23.3 All the documents are required to be signed digitally by the bidder. After electronic bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.
- 23.4 Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.
- 24. Deadline for Submission of Bids**
- 24.1 Bids must be uploaded online no later than the date and time **specified in the BDS**.
- 24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 10, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 25. Late Bids**
- 25.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.
- 26. Withdrawal, Substitution and Modification of Bids**
- 26.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in BDS**).
- 26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall not be opened.
- 26.3 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 Bid (Technical Part and repeated in Letter of Bid - Financial Part) or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 21.7.

## E. PUBLIC OPENING OF TECHNICAL PARTS OF BIDS

- 27. Public Opening of Technical Parts of Bids**
- 27.1 The Purchaser shall, at the Bid opening, publicly open Technical Parts of 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, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 14.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 13.3 will be declared non-responsive and will not be opened. Thereafter bidder's names, and such other details as the Purchaser may consider appropriate will be notified, online as Technical Part of bid opening summary.
- In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.
- 27.2 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, and alternative bids – technical parts if permitted in ITB 15, that are opened at Bid opening of Technical Parts shall be considered further for evaluation.

## F. EVALUATION AND COMPARISON OF BIDS – GENERAL PROVISIONS

- 28. Confidentiality**
- 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Contract Award is transmitted to all Bidders in accordance with ITB 46.
- 28.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of Bids or contract award decisions may result in the rejection of its Bid.
- 28.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the Bidding process, it should do so in writing.
- 29. Clarification of Bids**
- 29.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Purchaser may, at the Purchaser's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Purchaser may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 37.
- 29.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the

Purchaser's request for clarification, its Bid may be rejected.

**30. Deviations, Reservations, and Omissions**

30.1 During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

**31. Nonconformities, Errors and Omissions**

31.1 Provided that a Bid is substantially responsive, the Purchaser may waive any nonconformities in the Bid which do not constitute a material deviation, reservation or omission.

31.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

31.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner **specified in the BDS**.

31.4 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
- (b) where there are errors between the total of the amounts of Schedule Nos. 1 to 5 and the amount given in Schedule No. 6 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; 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.

31.5 A bidder shall be requested to accept the correction of arithmetical errors. Failure to accept the correction in accordance with ITT 32.1 shall result in the rejection of the Tender.

**G. EVALUATION OF TECHNICAL PARTS OF BIDS**

**32. Evaluation of**

32.1 In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria

- Technical Parts** and methodologies listed in ITB 33, ITB 34, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.
- 33. Determination of Responsiveness**
- 33.1 The Purchaser's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 13.
- 33.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the bidding document, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 33.3 The Purchaser shall examine the technical aspects of the Bid submitted in accordance with ITB 18 and ITB 19, in particular, to confirm that, all requirements of Section VII, Purchaser's Requirements have been met without any material deviation or reservation, or omission.
- 33.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 34. Qualification of the Bidder**
- 34.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.
- 34.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 34.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.
- H. PUBLIC OPENING OF FINANCIAL PARTS OF BIDS**
- 35. Public Opening of Financial Parts**
- 35.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Purchaser shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following

information:

- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
- (b) their Financial Part of Bid shall not be opened; and
- (c) notify them of the date and time for public opening of Financial Parts of the Bids. Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders.

35.2 The Purchaser shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:

- (a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
- (b) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and
- (c) notify them of the date and time of the second public opening of the Financial Parts of the Bids, **as specified in the BDS.**

35.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, per lot (contract) if applicable, including any discounts, and such other details as the Purchaser may consider appropriate, will be notified online by the Purchaser at the time of bid opening.

In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.

35.4 The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Parts of Bids, Financial Parts of Alternative Parts, if permitted, and discounts that are opened at Bid opening shall be considered further for evaluation.

## **I. EVALUATION OF FINANCIAL PARTS OF BIDS**

- 36. Evaluation of Bids**
- 36.1 In evaluating the Financial Part of each Bid, the Purchaser will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:
- (a) price adjustment due to discounts offered in accordance with ITB 16.4;
  - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
  - (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications (or Terms of Reference); and
  - (f) the additional evaluation factors are specified in Section III, Evaluation and

## Qualification Criteria.

- |                                                                               |      |                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                               | 36.2 | The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.                                                                                                                                                                                                                                |
|                                                                               | 36.3 | If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria.                                                                                         |
| <b>37. Correction of Arithmetical Errors</b>                                  | 37.1 | The e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures, and therefore there is no scope of discrepancy and need for arithmetic correction.                                                                                                                                              |
| <b>38. Conversion to Single Currency</b>                                      | 38.1 | For evaluation and comparison purposes, the currency(ies) of the Bidder shall be converted into a single currency as specified in the BDS.                                                                                                                                                                                                                                                                                     |
| <b>39. Margin of Preference</b>                                               | 39.1 | No margin of domestic preference shall apply.                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>40. Comparison of Financial Parts of Bids</b>                              | 40.1 | The Purchaser shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 36.1 to determine the Bid that has the lowest evaluated cost.                                                                                                                                                                                                                                          |
| <b>41. Abnormally Low Bids</b>                                                | 41.1 | 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 as to the capability of the Bidder to perform the Contract for the offered Bid price.                                                                                                                                          |
|                                                                               | 41.2 | In the event of identification of a potentially Abnormally Low Bid, the Purchaser, unless otherwise <b>specified in the BDS</b> , shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document. |
|                                                                               | 41.3 | 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.                                                                                                                                                                                             |
| <b>42. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids</b> | 42.1 | The Purchaser reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.                                                                                         |
| <b>43. Standstill Period</b>                                                  | 43.1 | Standstill provisions shall apply. The duration of standstill period will be 10 days from the date of notification of intention to award the contract. The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified in the BDS. Where only one Bid is submitted, the Standstill Period shall not apply.                                              |



**44. Notice on  
Intention to Award**

- 44.1 When a Standstill Period applies, it shall commence when the Purchaser has transmitted to each Bidder Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
  - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the letter is addressed) was unsuccessful;
  - (e) the expiry date of the Standstill Period;
  - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

**J. AWARD OF CONTRACT****45. Award Criteria**

- 45.1 Subject to ITB 42, the Purchaser shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
  - (b) the lowest evaluated cost.

**46. Notification of  
Award**

- 46.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in BDS ITB 43.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Service Provider in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- ~~46.2 When standstill period applies, prior to expiration of Standstill Period, unsuccessful Tenderers may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Tenders were not selected. The Purchaser shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Tenderer who requests a debriefing.~~
- 46.3 Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 46.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of AIIB's confirmation of satisfactory resolution of the complaint, the borrower shall publish in an English language newspaper or widely known and freely accessible website, including the external website of AIIB and UNDB, the results identifying the Tender and lot or package numbers, as applicable and the following information:

- (a) name of each Tenderer who submitted a Tender;
- (b) Tender prices as read out at Tender opening;
- (c) name and evaluated prices of each Tender that was evaluated;
- (d) name of Tenderers whose Tenders were rejected and the reasons for their rejection; and
- (e) name of the winning Tenderer, and the price it offered, as well as the duration and summary scope of the contract awarded

- 47. Debriefing by the Purchaser**
- 47.1 On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 44.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.
- 47.2 Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. In any case, irrespective of the circumstances, all debriefings shall be completed within 10 business days. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.
- 47.3 Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.
- 47.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The debriefing will cover only the bid of particular bidder requesting the debriefing, and not the bids of the competitors. The Bidder shall bear its own costs of attending such a debriefing meeting.
- 48. Signing of Contract**
- 48.1 Promptly upon Notification of Award, the Purchaser shall prepare the Contract Agreement, and keep it ready in the office of the Purchaser for the signature of the Purchaser and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Purchaser and the successful Bidder.
- 48.2 Within twenty-one (21) days of receipt of Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with ITB Clause 49, and revised methodology for delivery of services. The bidder shall sign, date and return the Agreement to the Purchaser along with other documents.
- 49. Performance Security**
- 49.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Purchaser, the successful Bidder shall furnish the Performance Security, if required, in Indian Rupees, in accordance with the GCC 3.9, and in the amount and form **stipulated in the BDS**.
- 49.2 If the Performance Security furnished by the successful Bidder is in the form of a

Bank Guarantee, 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 Purchaser, through a correspondent bank located in India.

- 49.3 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the Bidder offering the next Most Advantageous Bid.

**50. Adjudicator**

- 50.1 The Purchaser proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the daily rate **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Purchaser has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.



## Section II - Bid Data Sheet (BDS)

The following specific data for the Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

*[This section should be filled out by the Purchaser before issuance of the Bidding Documents. Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB]*

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is <b>AEGCL/MD/AIIB/ERP-PKG-N2/YASH//2023/XXXXX</b></p> <p>The Purchaser is: <b>Assam Electricity Grid Corporation Ltd</b></p> <p>The name of the RFB is: <b>Procurement of Managed Cloud based DC-DR service for hosting of AEGCL SAP ERP System.</b></p>
ITB 1.2	The Purchaser shall use the e-procurement system specified in BDS 9.1.
ITB 1.3	The Intended Completion Date is 22 <sup>nd</sup> December'2023 <i>(All components mentioned in proposed architectures should be fully operational.)</i>
ITB 2.1	<p>The Borrower: Government of India</p> <p>Loan or Financing Agreement amount: 8.65 MUSD</p> <p>The name of the Project is: <b>Assam Intra-State Transmission System Enhancement Project.</b></p>
ITB 4.1	<b>Bids from Joint Ventures are not permitted</b>
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.aiib.org/ddebarment">http://www.aiib.org/ddebarment</a>
	<b>B. Contents of Bidding Document</b>
ITB 9.1	<p><b>Electronic –Procurement System</b></p> <p>The Purchaser shall use the following electronic-procurement system to manage this Bidding process: <a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a></p> <p>Requests for clarification should be received by the Purchaser no later than 14 days.</p>
ITB 9.1	<p>The addendum will be published under "Latest Corrigendum" section of Assam Government eProcurement website 'https://assamtenders.gov.in' and also at <a href="http://www.aegcl.co.in">www.aegcl.co.in</a> .</p> <p>No separate communication will be intimated to individual Tenderer.</p>
	<b>C. Preparation of Bids</b>
ITB 13.2	The Bidder shall submit the following additional documents in its Bid: <b>Refer to Section 1 ITB</b>

	<b>13</b>
<b>ITB 13.3</b>	The Bidder shall submit the following additional documents in its Bid: <b>Refer to Section 1 ITB 13</b>
<b>ITB 14</b>	<b>Note for Bidders:</b> Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled-up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.
<b>ITB 14.3</b>	<p>The Purchaser's address is:</p> <p><b>Attention: PROJECT DIRECTOR (AIIB-AEGCL)</b>  <b>Address: Assam Electricity Grid Corporation Limited</b>  <b>Floor/ Room number: 1ST Floor, Bijulee Bhawan, Paltan Bazar</b>  <b>City: Guwahati</b>  <b>ZIP Code:781001</b>  <b>Country: India</b>  <b>Telephone: +91361-2739520</b>  <b>Facsimile number: N/A</b>  <b>Electronic mail address: erpsupport@aegcl.co.in</b></p> <p>Requests for clarification should be received by the Purchaser no later than: 2 (two) days after the date of Pre-Tender meeting.</p> <p>The queries for Pre-Tender meeting should be submitted as per the Form for Bidder's Request for Clarification (as per format in Section IV) through e-procurement platform. The web page for submitting clarification is <a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a></p> <p>No separate communication will be intimated to individual Tenderer.</p>
<b>ITB 15.1</b>	Alternative Bids <b>shall not be</b> considered.
<b>ITB 15.2</b>	Alternative times for completion <b>shall not be</b> permitted.
<b>ITB 15.3</b>	Alternative technical solutions shall be permitted for the following parts of the Services: <b>Not applicable.</b>
<b>ITB 16.7</b>	<p>The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.</p> <p>The adjustment of contract price, if provided, will be done in accordance with GCC Clause 6.6 and the corresponding clause in the SCC.</p>
<b>ITB 20.1</b>	The Bid validity period shall be 180 days.
<b>ITB 20.3 (a)</b>	The Bid price shall not be adjusted.

ITB 21.1	<p>A Bid Security <b>shall be</b> required.</p> <p>The amount of the Bid Security shall be <u>Rs. 18 Lakhs (Eighteen Lakhs) Only</u></p>
ITB 21.2 (a)	<p>Other types of acceptable securities: Bank Guarantee issued by a Scheduled / Nationalized Bank in India.</p> <p>The tenderer can also submit the Tender Securities in the form of RTGS/Demand Draft (DD) / FIXED DEPOSIT from Scheduled/ Nationalised Bank (India) in favour of ASSAM ELECTRICITY GRID CORPORATION LIMITED, AEGCL payable at Guwahati, Assam.</p> <p>The tender security in the form of Bank Guarantee or Fixed Deposit shall be valid for a period of 180 days from the last day of bid submission.</p> <p>Tenderer is required to submit original copy of the Tender security in Purchaser office address on or before due date and time for technical Tender opening. A Tender will be considered as incomplete if original copy of the Tender security did not reach AEGCL office on or before the due date and time for technical Tender opening.</p>
ITB 21.2 (c)	<p>The Fixed Deposit/Time Deposit certificates shall be pledged in favour of ASSAM ELECTRICITY GRID CORPORATION LIMITED, AEGCL payable at Guwahati, Assam.</p> <p>and such pledging shall be noted and suitably endorsed by the bank issuing the deposit certificate.</p>
ITB 20.9	Not Applicable.
ITB 22.3	<p>The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Notarized Power of Attorney or authenticated Board resolution to be signed by a person having the power of attorney of the Company.</p> <p>Original copy of Notarized Power of Attorney should reach the AEGCL office on or before date of technical opening of Tender.</p>
	<b>D. Online Submission of Bids</b>
ITB 23.1	Class of DSC required is: <b><i>As prescribed in the e-Tendering portal to complete online enrolment and Tender submission</i></b>
ITB 24.1	<p>The deadline for uploading the Bids is:</p> <p>Date: 20<sup>th</sup> November'2023</p> <p>Time: 14:00Hrs <u>(IST)</u></p>
ITB 26.1	Re-submission of the bid is <b><i>not allowed</i></b> , if withdrawn after the end date.
	<b>E. Public Opening of Technical Parts of Bids</b>
ITB 27.1	<p>The Tender opening shall take place at:</p> <p>Street Address: <b><i>Assam Electricity Grid Corporation Limited</i></b></p> <p>Floor/Room number: <b><i>1stFloor, Bijulee Bhawan, Paltan Bazar</i></b></p> <p>City: <b><i>Guwahati</i></b></p>

	<p>Country: <b>India</b></p> <p>Date: 21<sup>st</sup> Nov'2023</p> <p>Time: 15:30 Hrs (IST)</p>
	<b>F. Evaluation and Comparison of Bids – General Provisions</b>
<b>ITB 31.3</b>	<p>The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Purchaser shall use its best estimate.</p>
	<b>H. Public Opening of Financial Parts of Bids</b>
<b>ITB 35.2 (c)</b>	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Purchaser will notify all Bidders of the date and time of the public opening of Financial Parts of Bids.</p> <p>In addition to the above the Purchaser shall publish a notice of the public opening of the Financial Parts of the Bid on its website <a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a> and <a href="http://www.aegcl.co.in">www.aegcl.co.in</a>.</p>
	<b>I. Evaluation of Financial Parts of Bids</b>
<b>ITB 41.2</b>	<p>Provisions related to Abnormally Low Bids:</p> <ol style="list-style-type: none"> <li>1. An abnormally low Tender is one where the Tender price, in combination with other elements of the Tender, appears to be so low that it raises concerns as to the capability of the Tenderer to perform the contract for the offered Tender price.</li> <li>2. When the offered Tender price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows: <ol style="list-style-type: none"> <li>(a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive Tenders, or recently awarded similar contracts;</li> <li>(b) clarify and analyze the Tenderer's resource inputs and pricing, including overheads, contingencies and profit margins; and</li> <li>(c) decide whether to accept or reject the Tender.</li> </ol> </li> <li>3. With regard to 2 (b) above, the Purchaser will seek a written explanation from the Tenderer of the reasons for the offered Tender price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the Tenderer for the works, equipment or services proposed.</li> <li>4. After examining the explanation given and the detailed price analyses presented by the Tenderer, the Purchaser may:</li> </ol>



	<p>(a) accept the Tender, if the evidence provided satisfactorily accounts for the low Tender price and costs, in which case the Tender is not considered abnormally low;</p> <p>(b) accept the Tender, but require that the amount of the performance security be increased at the expense of the Tenderer to a level sufficient to protect the Purchaser against financial loss in the event of default of the successful tenderer under the contract; or</p> <p>(c) reject the Tender if the evidence provided does not satisfactorily account for the low Tender price, and make a similar determination for the next ranked Tender, if required.</p>
	<b>J. Award of Contract</b>
ITB 49.1	<p>The Performance Security amount is 10 percent of Contract Amount, and the Standard Form of Performance Security acceptable to the Purchaser shall be <b>“a Bank Guarantee”</b>.</p> <p><i>[A <b>Bank Guarantee</b> shall be unconditional (on demand) (see Section X: Security Forms). An amount of 10 percent of the Contract Price is commonly specified for Performance Bank Guarantees. If the performance security is given as a cashier's cheque or certified cheque or demand draft, the same shall be drawn from a nationalized/scheduled bank in India in favour of Assam Electricity Grid Corporation Limited payable at Guwahati, Assam.]</i></p>
ITB 50	The Adjudicator may be proposed by the Purchaser before signing of the contract.



### **Section III - Evaluation and Qualification Criteria**

*This section contains the criteria that the Purchaser shall use to evaluate Bids and qualify Bidders through post-qualification. No other factor methods or criteria shall be used other than specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.*

***[The Purchaser shall select the criteria deemed appropriate for the procurement process, insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]***

**A. MOST ADVANTAGEOUS BID**

The Purchaser shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Purchaser shall determine the Most Advantageous Bid. This is the Bid that has been determined to be:

- (a) substantially responsive to the bidding document, and
- (b) the lowest evaluated cost.

**B. TECHNICAL PART****1. Adequacy of Technical Proposal**

In evaluating the Technical Parts of each Bid, the Purchaser shall use the criteria and methodologies listed in the Instructions to Bidders and Section III, Evaluation and Qualification Criteria. If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected, and Financial Part of that Bid shall not be opened.

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Purchaser's Requirements.

**2. Qualification**

All Bidders shall include the following information and documents with their Bids:

**2.1 CSP Qualification Criteria**

S. No.	Parameter	Eligibility Criteria	Documents required
<b>A. Technical Capabilities</b>			
1	Registration Status	Cloud Service Provider (CSP) should be a company or LLP registered under Indian Companies Act 1956/2013 providing cloud services in India for at least last 3 years	Certificate of incorporation along with PAN and GST certificate
2	MeitY empanelment	Must be empaneled in MeitY as a Cloud Service Provider for last three years.	Valid Empanelment letter from MeitY
3	CSP Datacenter	The CSP shall have at least two data centers in India which are geographically apart with provision for Business Continuity and DC-DR facilities without any restriction to provide the desired RTO and RPO levels as defined in the RFP. The minimum distance between DC and DR should be at least 500KM	Proof of Data Centers along with location
4	Project Implementation experience in India	CSP or MSP/SI should have executed at least 3 projects of DC/ DR with an order value of minimum INR 3.0 Cr each project hosted out of the proposed DC/ DR facility for a period of minimum 1 year. Out of these 3 projects, minimum 1 should be from any State/ Central Government Entity/ PSU within last 5 years from the date of tender submission.	Purchase order/ LOI and any relevant document as evidence for the support periods.

5	SAP Experience in India	CSP should have executed at least 3 SAP ECC or SAP S/4 HANA projects with DC/ DR hosted on Cloud deployment from the proposed DC / DR facility for a period of minimum 1 year with an order value of minimum INR 5.0 Cr each project within last 5 years from the date of tender submission. Out of these 3 projects, minimum 1 should be from any State/ Central Government Entity/ PSU within last 5 years from the date of tender submission.	Purchase order/ LOI and any relevant document as evidence for the support periods.
6	SAP HANA Certification	The CSP should be certified by SAP to provide SAP operations. And the Cloud infrastructure for SAP should comply to the SAPs guidelines for certified hardware and software to run SAP workload.	Copy of valid SAP certification
7	CSP Credentials	Proposed CSP should have accreditations relevant to security, availability, confidentiality, processing integrity, and/or privacy Trust Services principles SOC 1, SOC 2 and SOC 3	Self-declaration from the Authorized signatory of the CSP on their letterhead.
8	CSP Certificates	CSP should be certified for ISO 27001, ISO 27017 and ISO 27018, ISO 22301, 27701:2019	Copy of Valid Certificates
9	Documentation and Certified Professionals	The CSP must have documentation of all the services available in public domain. The CSP also should have a certification program on its platform having a record of certifying more than 500 professionals.	URL for i) documentation ii) Certification details Proof of certification in terms of a publicly verifiable document.
10	Undertaking of No Conflict of Interest	The CSP shall submit a self-declaration/ undertaking that it has no potential conflicts of interest that exists, arise or may arise (either for the Bidder or its team) in the course of performing the service. The bidder shall strictly avoid conflict of interest with other assignments.	A Self Declaration/ Undertaking by the authorized signatory of the Bidder needs to be submitted
<b>B. Financial Capabilities</b>			
1	Minimum Average Annual Turnover (MAAT)	The average annual turnover of the CSP in the last 3 (three) financial years in India ending 31 <sup>st</sup> March 2023 should not be less than Rs. 500 Crore	Complete Audited Annual Reports along with Audited Balance Sheets,
2	Liquid Assets	The CSP should have liquid assets or / and evidence to availability of unutilized credit facilities of not less than Rs. 100 crore (Rupees hundred crore only). The certificate of the Banker regarding the availability of unutilized credit facility should not be dated earlier than 30 (thirty) days prior to the date of opening the bid. Liquid Asset = Current Asset – (Inventory + pre-Paid expenses)	Profit and Loss Account & detailed Schedule and other financial statements for the preceding 3 (three) financial years, ending 31 <sup>st</sup> March 2023, Along- with Letter of adequacy and commitment from their Bankers/Financial Institutions of International
3	Net Worth:	The Net Worth of the CSP as on last day of the preceding financial year shall not be less than 50% of the Paid-up Share Capital. The Net Worth shall be calculated based on Subscribed and Paid-up Capital + Free Reserves + Unallocated balance surplus amount of Profit & Loss Account if not reduced from Reserves, less (i) Expense not written off (ii) Loss in Profit and loss	repute should be furnished along with their bids for evaluating the above financial criteria. In case where the audited results of the preceding financial years are not available, certified financial

		Account	statements from a practicing Chartered Accountant will also be considered acceptable
4	Blacklisting	The CSP must not be banned or debarred or blacklisted by any State Govt. / Central Govt. / Central or State Govt. Undertakings / Utilities / Private Organizations etc. as on bid submission Date	Declaration/Undertaking in this regard by the authorized signatory of the Bidder needs to be submitted

## 2.2 MSP/SI Qualification Criteria

*(In case of CSP as primary bidder, MSP should also have following requisite qualification)*

S. No.	Parameter	Eligibility Criteria	Documents required
<b>A. Technical Capabilities</b>			
1	Registration Status	Managed Service Provider (MSP)/ SI (System Integrator) should be a company / LLP registered under Indian Companies Act 1956/2013.	Certificate of incorporation along with PAN and GST certificate
2	No of Employee	MSP/SI must have at least 10 employees in their payroll for last three years	PF statement showing number of employees.
3	CSP Authorization	MSP/SI must be an Authorized Service Provider of the CSP	CSP Authorization Form (CAF) which must specify "Authorization for utilization of the cloud services by the MSP from the CSP, as regard to the security, availability and continuance of the cloud support service in India for the duration of the contract"
3	MSP/ SI Experience in India	MSP/SI should have executed at-least 2 (two) Data Center Implementation & Managed project [which have included server, storage, Networking & Security] / Cloud based Data Center Managed Services in the last 5 years from the date of tender submission. One of these projects must be for Government/ PSU client in India.	Purchase order/ LOI and Performance certificate from the client
4	Undertaking of No Conflict of Interest	The Bidder shall submit a self-declaration/ undertaking that it has no potential conflicts of interest that exists, arise or may arise (either for the Bidder or its team) in the course of performing the service. The bidder shall strictly avoid conflict of interest with other assignments.	A Self Declaration/ Undertaking by the authorized signatory of the Bidder needs to be submitted
5	Resources	The CSP must have at least 150 IT professional in Cloud computing for 24x7 management of different technology domains with L1, L2 and L3 skill. <ul style="list-style-type: none"> <li>• Compute</li> </ul>	Self-Declaration to be submitted by CSP mentioning the details.

		<ul style="list-style-type: none"> <li>• Storage</li> <li>• Network</li> <li>• Cloud Security</li> </ul> Platforms (Database, Middleware, .Net, Java)	
<b>B. Financial Capabilities</b>			
1	Minimum Annual (MAAT)	Average Turnover The average annual turnover of the bidder in the last 3 (three) financial years in India ending 31st March 2023 should not be less than Rs. 30 Cr. (Rupees Thirty Crores) only	Complete Audited Annual Reports along with Audited Balance Sheets, Profit and Loss Account & detailed Schedule and other financial statements for the preceding 3 (three) financial years, ending 31st March 2023, Along-with Letter of adequacy and commitment from their Bankers/Financial Institutions of International
2	Liquid Assets	The bidder should have liquid assets or / and evidence to availability of unutilized credit facilities of not less than Rs. 10 Cr. (Rupees Ten Crores only). The certificate of the Banker regarding the availability of unutilized credit facility should not be dated earlier than 30 (thirty) days prior to the date of opening the bid. Liquid Asset = Current Asset – (Inventory + pre-Paid expenses)	repute should be furnished along with their bids for evaluating the above financial criteria. In case where the audited results of the preceding financial years are not available, certified financial statements from a practicing Chartered Accountant will be also be considered acceptable
3	Net Worth:	The Net Worth of the bidder as on last day of the preceding financial year shall not be less than 50% of the Paid-up Share Capital. The Net Worth shall be calculated based on Subscribed and Paid-up Capital + Free Reserves + Unallocated balance surplus amount of Profit & Loss Account if not reduced from Reserves, less (i) Expense not written off (ii) Loss in Profit and loss Account	
4	Blacklisting	The bidder must not be banned or debarred or blacklisted by any State Govt. / Central Govt. / Central or State Govt. Undertakings / Utilities / Private Organizations etc. as on bid submission Date	Declaration/Undertaking in this regard by the authorized signatory of the Bidder needs to be submitted

**3. QCBS Evaluation criteria for technical bid**

<b>Sl. No</b>	<b>Value</b>	<b>Rating Criteria</b>	<b>Max Marks</b>	<b>Documentary Evidence</b>
1	Average Annual Turnover of CSP	<p>The proposed CSP shall have average annual turnover from provisioning cloud services in India in the last 3 financial year (2020-2021, 2021-2022 and 2022-2023)</p> <p>&lt;500 Cr - 0 marks  500 - 1000 Cr. - 5 marks  More than 1000 Cr - 10 marks</p>	10	Certificate from Chartered Accountant on their letterhead mentioning the annual revenue
2	SAP Experience	<p>Number of SAP ECC or SAP S/4 HANA projects successfully hosted and managed on Government Community Cloud (GCC)/ Virtual Private Cloud (VPC) in last five years in India</p> <p>For CSP only – Hosted and Managed Services</p> <ul style="list-style-type: none"> <li>• 2 to 3 Projects – 2 Marks</li> <li>• 3 to 5 Projects – 3 Marks</li> <li>• More than 5 Projects – 5 Marks</li> </ul> <p>In case, CSP has projects hosted and managed in any State/ Central Government Entity/ PSU within last 5 years</p> <ul style="list-style-type: none"> <li>• 0 to 2 Projects – 2.5 Marks</li> <li>• More than 2 Projects – 5 Marks</li> </ul>	10	Self-declaration on CSP letterhead with a Public referenceable link to the case study or video
3	CSP Experience – SAP workloads	<p>Proposed CSP shall have experience of hosting SAP Applications.</p> <p>Rating Criteria:</p> <ul style="list-style-type: none"> <li>• Active Customers &gt; 2000 - 5 Marks</li> <li>• 1000 to 2000 Active Customers – 2 Marks</li> </ul>	5	Self-declaration from the Authorized signatory of the CSP on their letterhead with Public Reference link.
4	CSP Experience	<p>Minimum 5 case studies/referenceable customers in India using the CSP cloud platform from the Central or state government</p> <ul style="list-style-type: none"> <li>• 2-5 customer reference – 2 marks</li> <li>• More than 5 customer references – 5 Marks</li> </ul>	5	Self-declaration from the Authorized signatory of the CSP on their letterhead with Public Reference link.



5	SAP Landscape Architecture	<p>The Cloud Service Provider should have Reference Architectures (with High Availability and Disaster Recovery) for the following SAP Applications and Databases. The Reference Architectures should have been validated / certified by SAP</p> <p>1) HANA Database  2) S/4HANA Application (ASCS-ERS)  3) SAP Fiori Application with Sybase Database (ABAP + DB)  4) MaxDB Content Server  5) SAP Process Orchestrator / SAP Enterprise Portal (Java + DB)</p>	5	Public URL referring / or any supporting document
6	SAP System Setup	CSP should provide a Service to automatically install, setup and configure SAP system along with HANA database in standalone and high availability configuration. The Cloud native service should facilitate automatic deployment of SAP System/Solution “End to End” and not limiting to automatic deployment of Infrastructure as a service alone. This service should be available from the User Interface console/portal of the respective Cloud Service Provider	5	Public URL referring / or any supporting document
7	SAP System Setup	CSP should have more than 100 SAP-certified instances for running SAP HANA DB. Information about the instance types that are certified and supported for SAP should be available in public domain reference link	5	Self-Declaration from the Authorized signatory of the CSP on their letterhead & Public link
8	SAP Application Auto scaling	CSP should provide auto scaling solution for SAP system based on SAP architecture (i.e. based on availability of SAP work processes) without any disturbances during scale up or scale down mechanism. The auto scaling mechanism should not be based on CPU or Memory utilization alone and it should be performed on the availability of SAP work processes.	5	Public URL referring / or any supporting document
9	SAP System Monitoring / Predictive Alerting	CSP should be able to use their native monitoring solution to be able to monitor the SAP Landscape (SAP Application Server(s) (JAVA / ABAP) , SAP HANA Database, SAP Sybase). This service should be available from the User Interface console/portal of the respective Cloud Service Provider	5	Public URL referring / or any supporting document
10	SAP Certified instances	CSP should be able to offer SAP certified instances from multiple data centers in India to help DC/DR on cloud solution. CSP should only proposed SAP certified instances for hosting SAP workloads.	5	Self-Declaration from the Authorized signatory of the CSP on their letterhead & Public Referenceable link

11	Experience of MSP/SI in the business of IT Infrastructure in India.	<ul style="list-style-type: none"> <li>• 2 marks for 5 Years</li> <li>• 6 marks for 10 Years</li> <li>• 10 marks for more than 15 years</li> </ul>	10	Certificate of Incorporation or relevant document
12	Turnover of MSP/SI in the business of IT Infrastructure in India.	<p>The proposed MSP/SI shall have average annual from IT Businesses in India for the last 3 financial year (2020-2021, 2021-2022 and 2022-2023)</p> <p>&lt;20 Cr - 0 marks 20 - 30 Cr. - 5 marks More than 30 Cr - 10 marks</p>	10	
13	Manpower of MSP/SI in Assam	<ul style="list-style-type: none"> <li>• 2 marks for up to 10 employees</li> <li>• 4 marks for up to 30 employees</li> <li>• 10 marks for up to 50 employees or more</li> </ul>	10	PF document/Bank record of salary disbursal need to be submitted.
14	CSP Platform Capability	<p>Demo covering CSP Platform capabilities.</p> <p>Demo covering CSP service capabilities around advanced services like AI/ML</p>	10	Presentation time and date will be informed later

## C. FINANCIAL PART

### Evaluation

The technical evaluation of the Cloud service provider (CSP) & Managed Service Provider (MSP)/ SI shall be done based on the mentioned QCBS parameters, For evaluation of bid, the following criteria shall apply:

The complete evaluation will have 2 stages, viz Technical Evaluation and Financial Evaluation

- To evaluate the technical bid first. The minimum qualifying score for the technical bid shall be 75. The financial bids of only those bidders shall be opened whose score is 75 or above in technical bids. Opening of the financial bid of the technically qualified bidders on e-tender portal whose bids are short listed for financial evaluation. The representatives of technically qualified bidders who want to be present at the opening of financial bid may present themselves.
- The selection of Bidder will be done based on QCBS mechanism with 70% weightage given to technical scoring and 30% weightage for financial scores.

### Evaluation of Financial Proposal - To Assign Financial Score.

- The financial proposal will be opened on the date, time and at place as indicated to the Bidders, in the presence of Bidder's representative who choose to attend.
- The name of the Bidder, the Technical Score (TS), and the proposed financial fees quoted by the respective Bidder shall be recorded when the Financial Proposals are opened.
- The Evaluation Committee will determine whether the Financial Proposals are complete and

correct; or if there are any computational errors, decision will be taken as per rule. In absence of a clear rule for any error, the discretion remains with the tenderer.

- If the Evaluation Committee determines that cost indicated are inappropriately low, then it may take a view to declare the Financial Proposal non-responsive and may reject it.
- The Financial Proposal to be considered for evaluation shall include GST and all other taxes, duties, fees, levies and other charges under applicable law. This shall also be applied to foreign bidder (if any) as well.
- The Financial Score (FS) of the lowest quoted financial bid will be considered as 100.

**The formula for determining the 'Financial Score (FS)' is the following: -**

$$FS = 100 \times LQFQ / F$$

In which

FS is the 'Financial Score' of the Proposal under consideration.

LQFQ is the "Lowest Qualified Financial Quote".

F is the "Financial Quote" of the Proposal under consideration.

The lowest qualified 'Financial Proposal' will attain 'Financial Score (FS)' of 100.

### **COMBINED EVALUATION**

The Purchaser will evaluate and compare the Tenders that have been determined to be substantially responsive, pursuant to ITT 33. If indicated by the TDS, the Purchaser's evaluation of responsive Tenders will take into account technical factors, in addition to cost factors.

In such a case, an Evaluated Tender Score (B) will be calculated for each responsive Tender using the following formula, which permits a comprehensive assessment of the Tender price and the technical merits of each Tender:

#### **Assigning Combine Score and Ranking the Proposals.**

- All the Bidders that have been assigned Technical Score and Financial Score, will be now assigned Combined Score as per following formula.

$$\text{Combined Score (CS)} = (0.7 \times \text{Technical Score}) + (0.3 \times \text{Financial Score}).$$

- The Bidder achieving the highest Combined Score will be ranked first and subsequently other Bidders will follow in descending order based on the Combined Score.
- The bidder achieving the highest Combined Score will be the selected bidder for this assignment.

#### **D. Multiple Contracts (Not Applicable)**

#### **E. Alternative Times for Completion (Not Applicable)**

#### **F. Alternative Technical Solutions for specified parts of the Services (Not Applicable)**

#### **G. Sustainable procurement (Section VII - Specifications) – Not Applicable**

## Section IV- Bidding Forms

### Table of Forms

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## Letter of Bid – Technical Part

***INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT***

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**RFB No.:** *[insert number of RFB process]*

**Alternative No.:** *[insert identification No if this is a Bid for an alternative]*

**To:** *[insert complete name of Purchaser]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document for the following: *[insert a brief description of the Non-Consulting Services]*;
- (d) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the completion date
- (e) fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (g) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (j) *Deleted.*

- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- (n) 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";
- (o) We accept the appointment of ***[insert name proposed in Bid Data Sheet]*** as the Adjudicator
- [or]***
- We do not accept the appoint of ***[insert name proposed in Bid Data Sheet]*** as the Adjudicator and propose instead that ***[insert name]*** be appointed as Adjudicator whose daily fees and biographical data are attached; and
- (o) 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.

## Letter of Bid – Financial Part

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**RFB No.:** *[insert number of RFB process]*

**Alternative No.:** *[insert identification No if this is a Bid for an alternative]*

**To:** *[insert complete name of Purchaser]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (c) below is: *[Insert one of the options below as appropriate]*
- Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in Rs in words and figures]*;
- Or
- Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in Rs in words and figures]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in Rs in words and figures]*;
- (c) **Discounts:** 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]; \_\_\_\_\_:*
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount in Rs of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount


*(If none has been paid or is to be paid, indicate "none.")*

- (e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

**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.



## Appendix to Technical Part

### Bidder Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's actual or intended year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's legal Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> <del>In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</del> <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the agency of the Purchaser</li> </ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Appendix to Technical Part

**(Not Applicable for this Bid)**

### Bidder's JV Members Information Form

(Where permitted as per BDS ITB 4.1)

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture].*

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Appendix to Technical Part

### Qualification Information

#### Notes on Form of Qualification Information

The information is to be filled in by individual bidders 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.

#### 1. Individual Bidders 1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

#### 1.2 Total annual volume of Services performed in three years, and payments received in the last three years preceding the year in which bids are invited. *(Attach certificate from Chartered Accountant):*

Year	(Rs. In millions)
20 -20	
20 -20	
20 -20	
20 -20	
20 -20	

#### 1.3 Services performed as prime Service Provider *(in the same name and style)* on the provision of Services of a similar nature and volume over the last five years. Also list details of Services under way or committed, including expected completion date. *[Attach certificate from the Engineer-in-charge.]*

**(A) Services performed as prime Service Provider** *(in the same name and style)* on providing services of a similar nature and volume over the last three years<sup>1</sup>. *[Attach certificate from the Engineer-in-charge.]*

Project Name	Name of Purchaser	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** *(in the same name and style)* in the last five years:<sup>2</sup>

Year	Name of	Name of	Quantity of activities performed@	Remarks*
------	---------	---------	-----------------------------------	----------

<sup>1</sup> Immediately preceding the financial year in which bids are received.

<sup>2</sup> Immediately preceding the financial year in which bids are received.

		the Work	Purchaser*	1	2	3	(indicate contract Ref)	
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 Section III, Item 2 Qualification.

\* Attach certificates from Engineer in-charge]

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

Item of Equipment	Description	make	capacity	age (Years)	Condition	Number available	Owned	Leased	Purchased

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

Position	Name	Qualification	Years of experience	Years of experience in proposed position			
			....	1	2	3	Total

- 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			
Note : The capability of the subcontractors will also be assessed (on the same lines as for the main Service Provider) before according approval to him.			

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

.....

- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility

requirements as per ITB 4. *[Attach a certificate from Bank in the format at the end of this section. Other. Certificate, will not be accepted]*

.....

- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Purchaser.
- .....

- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award (Court or Arbitration)	Amount involved	Remarks regarding present status
a)				
b)				

- 1.11 Statement of compliance with the requirements of ITB 4.2.

- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.

**2. Financial Standing of the Bidder** **Financial Statements Summary:** To be submitted by each bidder.

SUMMARY OF FINANCIAL STATEMENTS							
Name of bidder:							
(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						

9.	Profit before Tax						
10.	Profit after Tax						
11.	Shareholder's Funds (Net Worth)=(Paid up equity +Reserves)-(revaluation reserves + Miscellaneous expenditure not written off) Depreciation Current Ration (2)/(5) Net cash accruals= Profit after Tax + depreciation						
12.							
13.							
14.							

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.

**SAMPLE FORMAT ( no substitute is acceptable) FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES-\***

**Section III, B: Technical Part, Item 2.3 [e]**

**BANK CERTIFICATE**

This is to certify that M/s.....is a reputed company with a good financial standing.

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.

---Sd.---

Name of Bank

Senior Bank Manager

Address of the Bank

\* **Change the text as follows for Joint Venture:**

*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.

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.

**(To be given from a nationalized or scheduled bank in India. No other substitute will be acceptable)**

**3. Joint Ventures - (Not Applicable)**

**4. Additional Requirements**      4.1 Bidders should provide any additional information required in the BDS.

5. Furnish details of participation proposed in the joint venture as below:

**Details of participation in the joint venture**

<b>PARTICIPATION DETAILS</b>	<b>FIRM 'A' (Lead Member)</b>	<b>FIRM 'B'</b>	<b>FIRM 'C'</b>
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			
Execution of Services (Give details on proposed contribution of each)			

Form.....

**Appendix to Technical Part**

(Name of the Project)

(Declaration regarding tax/duty exemption for materials/  
equipment bought for providing the services)<sup>3</sup>

(Bidder's Name and Address)

To: .....  
(Name of the Purchaser & address)

Dear Sir:

Re: [Name of Service].....

Certificate for Import/Procurement of Goods/ Equipment

Government Order/Circular Number under which tax/duty Exemption is being sought: .....

1. We confirm that we are solely responsible for obtaining tax/duty waivers which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the Purchaser will not compensate us.

2. We are furnishing below the information required by the Purchaser for issue of the necessary certificates in terms of the Government of India's relevant Notifications.

3. The goods/construction equipment for which certificates are required are as under:

Items (modify the list suitably for each specific Service)*	Make/B rand 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 providing the Services

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 Purchaser for the Services, based on the activities and the programme and methodology as furnished by us alongwith the bid.

<sup>3</sup> This declaration refers to ITB 15.9 and shall be retained only if ITB 15.9 is retained. The format may be modified as per the latest instructions of Government of India.



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.]***

***\* Modify the above to suit the requirements given in Government of India's Notification as current of date of bidding.***

## Schedule Forms

*[The Bidder shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Purchaser's Requirements.]*

**Appendix to Financial Part****Activity Schedule**

Currency – Indian Rupees						Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7	
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)	
<i>[insert number of the Service ]</i>	<i>[insert name of Services]</i>		<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units]</i>	<i>[insert unit price per unit]</i>	<i>[insert total price per unit]</i>	
Total Bid Price							

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## **Appendix to Technical Part**

### **Method Statement**

## **Appendix to Technical Part**

### **Work Plan**

## **Appendix to Financial Part**

### **Others - Time Schedule**

*(to be used by Bidder when alternative Time for Completion is invited in ITB 15.2)*

## Notification of Award - Letter of Acceptance

*[letterhead paper of the Purchaser]*

*[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clauses 47 and 48. 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.]*

*[date]*

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

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

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price ..... *[insert amount in numbers and words]*, as corrected and modified<sup>1</sup> in accordance with the Instructions to Bidders is hereby accepted by our Agency.

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

We confirm that *[insert name proposed by Purchaser in the Bid Data Sheet]* be appointed as the Adjudicator,

**or**

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

**or**

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 49.1

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 subcontractor for executing .....

*[Delete whatever is inapplicable]*

---

<sup>1</sup> Delete “corrected and” or “and modified” if not applicable.

You are hereby requested to furnish Performance Security, in the form detailed in ITB Clause 48.1 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 48.3 will be taken.

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.

Please return the attached Contract duly signed

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

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract



## Form of Contract

*[letterhead paper of the Purchaser]*

### 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 Purchaser]* (hereinafter called the “Purchaser”) 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 “Purchaser”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Purchaser 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 Purchaser 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 Purchaser 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 Rs.....;
- (c) the Purchaser 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 Purchaser 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 Purchaser shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

**Appendix A: Description of the Services****Appendix B: Schedule of Payments****Appendix C: Key Personnel and Subcontractors****Appendix D: Breakdown of Contract Price in Foreign Currency – not used****Appendix E: Breakdown of Contract Price in Local Currency****Appendix F: Services and Facilities Provided by the Purchaser****Appendix G: Performance Incentive Compensation**

2. The mutual rights and obligations of the Purchaser 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 Purchaser 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 Purchaser]*

\_\_\_\_\_  
*[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]*

**Issue of Notice to proceed with the Services**

(letterhead of the Purchaser)

\_\_\_\_\_ (date)

To

\_\_\_\_\_ (name and address of the Service Provider)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 48.1, 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 Purchaser)

**Form of Bid Security****(Bank Guarantee)***[Guarantor letterhead or SWIFT identifier code]*Bank Guarantee No..... *[insert guarantee reference number]*Date..... *[insert date of issue of the guarantee]*

WHEREAS, \_\_\_\_\_ *[name of Bidder]*<sup>2</sup> (hereinafter called "the Applicant") has submitted his Bid dated \_\_\_\_\_ *[date]* or will submit his Bid for execution of \_\_\_\_\_ *[name of Contract]* (hereinafter called "the Bid") under Request for Bids No..... *[insert number]* (hereinafter called "the RFB")

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ *[name of bank]* of \_\_\_\_\_ *[name of country]* having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ *[name of Purchaser]* (hereinafter called "the Purchaser") in the sum of \_\_\_\_\_<sup>3</sup> for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid, ("the Bid Validity Period"); or (b) does not accept the correction of the Bid Price pursuant to ITB 36;

or

- (2) If the Applicant having been notified of the acceptance of his bid by the Purchaser during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

<sup>2</sup> In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ....., and ....."

<sup>3</sup> The Applicant 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 20.1 of the Instructions to Bidders.

we undertake to pay to the Purchaser up to the above amount upon receipt of his first written demand, without the Purchaser having to substantiate his demand, provided that in his demand the Purchaser will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_<sup>4</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Purchaser, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_

SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_

SEAL \_\_\_\_\_

\_\_\_\_\_  
[signature, name, and address]

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

\_\_\_\_\_  
<sup>4</sup> 45 days after the end of the validity period of the Bid.

## Section V - Eligible Countries

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

In reference to ITB 4.8, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

Under ITB 4.8 (b) *[insert a list of the countries following approval by the Bank to apply the restriction or state “none”]*

## Section VI - Fraud and Corruption

(Section VI shall not be modified)

### 1. Purpose

- 1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

- 2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



## **Part II – Purchaser’s Requirement**

## Section VII - Activity Schedule

### Objectives

The objectives of the Activity Schedule are

- (a) to provide sufficient information on the quantities of Services to be performed to enable Bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, Services should be itemized in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

### Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Purchaser of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- (a) A list of the various classes of Services, labor, materials, and plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Service Provider will be paid for services delivered on a daywork basis.
- (b) Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Service Provider's profit, overheads, supervision, and other charges.

### Provisional Sums

The estimated cost of specialized services to be carried out, or of special goods to be supplied, by other Service Providers should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Purchaser to select such specialized Service Providers. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

*These Notes for Preparing an Activity Schedule are intended only as information for the Purchaser or the person drafting the bidding document. They should not be included in the final documents.*

## **Performance Specifications and Drawings**

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

### **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 Purchaser 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 Purchaser 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 this document

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.

Any sustainable procurement technical requirements shall be clearly specified. Please refer to the Bank's Procurement Regulations and sustainable procurement guidance notes/tool kit for further information. The requirements to be specified shall be specific enough to not demand evaluation based on rated criteria/merit point system. The sustainable procurement requirements shall be specified to enable evaluation of such a requirement on a pass/fail basis. To encourage Bidders' innovation in addressing sustainable procurement requirements, as long as the Bid evaluation criteria specify the mechanism for monetary adjustments for the purpose of Bid comparisons, Bidders may be invited to offer Non-Consulting Services that exceed the specified minimum sustainable procurement requirements.

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 Special 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 Purchaser 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 Purchaser at least 28 days prior to the date when the Service Provider desires the Purchaser consent. In the event the Purchaser 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.

*If technical alternatives for parts of the Services are permitted in the bidding document, these parts shall be described in this Section.*

*These Notes for Preparing Specifications are intended only as information for the Purchaser or the person drafting the bidding document.*

### **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.*

**Refer to Annexure V for Solution architecture**

**Refer to Annexure VI for Deployment plan**

## **Part III – Conditions of Contract and Contract Forms**



## **Section VIII: Conditions of Contract**

1. This sample contract for the Provision of Services shall be used when the firms hired to provide Services are 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 Purchaser 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 Purchaser 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 Special Conditions of Contract, and the Appendices. The Purchaser using this sample contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.

## Section VIII - General Conditions of Contract

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## Section VIII - 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 Purchaser 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 Asian Infrastructure and Investment Bank;
- (c) “Association” means AEGCL.;
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Purchaser
- (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) “Purchaser” means the party who employs the Service Provider
- (i) “Foreign Currency” means any currency other than the currency of the country of the Purchaser;
- (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 SCC** to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Purchaser under this Contract;
- (n) “Party” means the Purchaser or the Service Provider, as the case may be, and “Parties” means both of them;
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the

Services or any part thereof;

- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Purchaser;
- (q) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Purchaser. Where the context so requires, the general term ‘Contractor’ also includes/means ‘Service Provider’.
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Purchaser
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

## 1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of 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, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 1.4 Notices

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

## 1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the India or elsewhere, as the Purchaser 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 Purchaser or the Service Provider may be taken or executed by the officials **specified in the SCC**.
- 1.7 Inspection and Audit by the Bank** Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its subcontractors 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 procurement process, selection and/or contract execution, 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 Subcontractors' and sub consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights 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, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
- 2. Commencement, Completion, Modification, and Termination of Contract**
- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Purchaser 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 SCC**.
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. 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.

#### 2.4.1 Value Engineering

Unless otherwise **specified in the SCC**, the Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Purchaser; or
- (c) improves the quality, efficiency, safety or sustainability of the services; or
- (d) yields any other benefits to the Purchaser,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Purchaser and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage **specified in the SCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

### 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** of 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 Purchaser** The Purchaser 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 Purchaser 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 Purchaser has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

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

- (a) if the Purchaser 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** In the event that the World Bank suspends the loan or Credit to the Purchaser,

**of Loan or Credit** from which part of the payments to the Service Provider are being made:

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

**2.6.4 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Purchaser 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 Purchaser, and shall at all times support and safeguard the Purchaser's legitimate interests in any dealings with Subcontractors or third parties.

#### 3.2 Conflict of Interests

##### 3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

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

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

## Project

- 3.2.3 Prohibition of Conflicting Activities** Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in 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 Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
  - (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.
- 3.3 Confidentiality** The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Purchaser's business or operations without the prior written consent of the Purchaser.
- 3.4 Insurance to be Taken Out by the Service Provider** The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Purchaser, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Purchaser's request, shall provide evidence to the Purchaser 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 Purchaser's Prior Approval** The Service Provider shall obtain the Purchaser's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
  - (c) changing the Program of activities; and
  - (d) any other action that may be **specified in the SCC**.
- 3.6 Reporting Obligations** The Service Provider shall submit to the Purchaser 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 Purchaser** 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 Purchaser, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Purchaser, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be



**specified in the SCC.**

### **3.8 Liquidated Damages**

**3.8.1 Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Purchaser at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Purchaser 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 Service Provider from his obligation to complete the work as per agreed Program and order and timing of all Activities, or from any of the Service Provider's other 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 Purchaser 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 Purchaser's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

**3.9 Performance Security** The Service Provider shall provide the Performance Security to the Purchaser no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form by a bank acceptable to the Purchaser, and denominated in Indian Rupees. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

**3.10 Fraud and Corruption** The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the AIIB's Sanctions Framework, as set forth in the Attachment 1 to the GCC.

The Purchaser 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.

**3.11** Deleted.

## **4. Service Provider's Personnel**

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Purchaser.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Purchaser 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 Purchaser 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 Purchaser's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Purchaser.
  - (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 Purchaser**
- 5.1 Assistance and Exemptions** The Purchaser 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 SCC**.
- 5.2 Change in the Applicable Law** The rates quoted by the Service Provider shall be deemed to be inclusive of the GST and other taxes that the Service provider will have to pay for the performance of this Contract. The Purchaser will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.
- The Purchaser shall adjust the Contract Price, if after the date of this Contract, and before the date of the last Completion certificate, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider. The adjustment shall be the change in the amount of tax payable by the Service Provider, provided such changes are not already reflected in the Contract Price.
- 5.3 Services and Facilities** The Purchaser shall make available to the Service Provider the Services and Facilities listed under Appendix F.
- 6. Payments to the Service Provider**
- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional

payments in accordance with Sub-Clauses 2.4 and 6.3.

- 6.2 Contract Price** The price is payable in Indian Rupees and is **set forth in the SCC**.
- 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 Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Purchaser specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Purchaser has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate **stated in the SCC**.
- 6.6 Price Adjustment** (Not Applicable)
- 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 Purchaser 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 Purchaser. Each completed form shall be verified and signed by the Purchaser 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 Purchaser shall be as **indicated in the SCC**. The Purchaser shall check the Service Provider's performance and notify him of any Defects that are found specifying a time by which these should be corrected. Such checking shall not affect the Service Provider's responsibilities. The Purchaser may instruct the Service Provider to search for a Defect and to uncover and test any service that the Purchaser considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.1.2 The Service Provider shall permit the Purchaser's Technical auditor to check

the Service provider's work and notify the Purchaser and Service provider of any defects that are found. Such a check shall not affect the Service Provider's or the Purchaser's responsibility as defined in the Contract Agreement.

## 7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Purchaser 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 Purchaser's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Purchaser's notice, the Purchaser 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 Purchaser and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

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

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

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

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 and either party is dissatisfied with the decision given by the Adjudicator.

8.2.5 (a) The Adjudicator shall be appointed jointly by the Purchaser and the

Service Provider, at the time of the Purchaser's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Purchaser does not agree on the appointment of the Adjudicator, the Purchaser will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 14 days of receipt of such request.

(b) The Adjudicator should be in position before "notice to proceed with work" is issued to the Service Provider and an agreement should be signed with the Adjudicator jointly by the Purchaser and the Service Provider in the form attached – Appendix I.

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

## ATTACHMENT 1

### Fraud and Corruption

*(Text in this Attachment shall not be modified)*

#### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

#### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory

to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.





## Section IX - Special Conditions of Contract

### (Refer to Appendix J)

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is _____
1.1(e)	The contract name is _____.
1.1(h)	The Purchaser is _____
1.1(m)	The Member in Charge is _____
1.1(p)	The Service Provider is _____
1.4	<p>The addresses are:</p> <p>Purchaser: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Email: _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Email: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Purchaser: _____</p> <p>For the Service Provider: _____</p>
2.1	<p>The date on which this Contract shall come into effect is _____.</p> <p><b>[Note:</b> 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 Purchaser of bank guarantee (see Sub-Clause 6.4), etc.]</p>
2.2.2	The Starting Date for the commencement of Services is _____ [date].
2.3	The Intended Completion Date is _____ [date].

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.4.1	Provisions related to Value Engineering do not apply.
3.2.3	Activities prohibited after termination of this Contract are: _____ _____
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> <li>(i) Third Party motor vehicle _____ <i>[insert amount or state “in accordance with the applicable law in India”]</i>;</li> <li>(ii) Third Party liability _____ <i>[insert amount or state “in accordance with the applicable law in India”]</i></li> <li>(iii) Purchaser’s liability and workers’ compensation _____ <i>[insert amount or state “in accordance with the applicable law in India”]</i></li> <li>(iv) Professional liability _____ <i>[(This should be between one to three times the contract value). It should be not less than the total ceiling amount of the Contract, and should be indicated before issue of document];</i></li> <li>(v) Loss or damage to equipment and property _____ <i>(Must be based on estimates provided by the Consultant)</i></li> </ul>
3.5(d)	<p><i>[Note: Delete where not applicable].</i></p> <p>The other actions are _____.</p>
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>_____</p>
3.8.1	<p>The liquidated damages rate is _____ <i>[insert percentage of Contract price. Usually liquidated damages are set between 0.05 percent and 0.20 percent per day]</i> per day</p> <p>The maximum amount of liquidated damages for the whole contract is _____ <i>[insert percentage of Contract price. Usually the total amount is not to exceed between 5 percent to 10 percent of the Contract Price]</i> percent of the final Contract Price.</p>
3.8.3	<p>The percentage _____ to be used for the calculation of Lack of performance Penalty(ies) is _____ <i>[insert percentage]</i></p>
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <p>_____</p> <p><i>[Note: List here any assistance or exemptions that the Purchaser may provide under Sub-Clause 5.1. If there is no such assistance or exemptions, state “not applicable”].</i></p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
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: _____ _____ <i>[insert]</i>
6.4	<p>Payments shall be made according to the following schedule:</p> <p><b>[Note:</b> (a) the following installments are indicative only; (b) “commencement date” may be replaced with “date of effectiveness;” and (c) if applicable, detail further the nature of the report evidencing performance, as may be required].</p> <ul style="list-style-type: none"> <li>• Advance for Mobilization, Materials and Supplies: _____ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same.</li> <li>• Progress payments in accordance with the milestones established as follows, subject to certification by the Purchaser, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> <li>➤ _____ (indicate milestone and/or percentage) _____</li> <li>➤ _____ (indicate milestone and/or percentage) _____ and</li> <li>➤ _____ (indicate milestone and/or percentage) _____</li> </ul> </li> </ul> <p>Should the certification not be provided, or refused in writing by the Purchaser within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p> <ul style="list-style-type: none"> <li>• The amortization of the Advance mentioned above shall commence when the progress payments have reached 25% of the contract price and be completed when the progress payments have reached 75%.</li> <li>• The bank guarantee for the advance payment shall be released when the advance payment has been fully amortized.</li> </ul> <p><b>[Note:</b> This sample clause should be specifically drafted for each contract].</p>
6.5	<p>Payment shall be made within _____ days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment. <b>[Note:</b> specify, e.g., “forty-five (45) days,” and, in the case of the last payment, “sixty (60) days.”]</p> <p>The interest rate is _____% <i>per annum</i>. (insert the number corresponding to the State Bank of India prime lending rate).</p>
6.6.1	<p>Price adjustment is <i>[(applied) or (not to be applied)]</i> in accordance with Sub-Clause 6.6. If price adjustment is applicable, it shall be applied only for Local Currency (Indian Rupees).</p> <p>The coefficients for adjustment of prices are <i>[The sum of the coefficients <math>A_c</math>, <math>B_c</math> and <math>C_c</math> should be 1 (one) in the formula]:</i></p> <p style="text-align: center;"><math>A_L</math> is <i>[insert value]</i></p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><math>B_L</math> is <i>[insert value]</i></p> <p><math>C_L</math> is <i>[insert value]</i></p> <p><math>L_{mc}</math> and <math>L_{oc}</math> are the index for Labor from <i>[insert source of Labor index- Indicate Consumer Price Indices (CPI) on base 2010=100 for all-India and States/UTs separately for the particular Centre published by Central Statistical Office New Delhi]</i></p> <p><math>I_{mc}</math> and <math>I_{oc}</math> are the index for <i>[insert input]</i> from <i>[insert source- wholesale Price Index for all commodities published by Economic advisor Min of Industry GOI]</i></p> <p><i>{to be revised for each case suitably as required}</i></p>
7.1	<p>The principle and modalities of inspection of the Services by the Purchaser are as follows:  <i>[insert]</i></p> <p>The Defects Liability Period is <i>[insert definition of /end date]</i>.</p>
8.2.3	<p>The agreed Adjudicator is _____ <i>(insert name before signing contract)</i>.</p> <p>Daily rate and types of reimbursable expenses to be paid to the Adjudicator: <i>[insert daily fees [not less than Rs.10,000 per day] and reimbursable expenses –boarding/lodging/travel etc.]</i>.</p>
8.2.4	<p>The procedure for adhoc arbitration will be as follows:</p> <p>(a) In case of Dispute or difference arising between the Purchaser 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 Purchaser 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). For the purposes of this Sub-Clause, the term “Domestic (Indian) Service Provider” means a service provider who is registered in India and is a juridic person created under Indian law as well as a joint venture between such a service provider and a Foreign Service Provider.</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 Purchaser 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</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India). For the purposes of this Clause, the term “Foreign Service Provider” means a service provider who is not registered in India and is not a juridical person created under Indian Law.</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 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 _____, 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) The Arbitrator should give final award within..... days of starting of the proceedings [<i>indicate the days (Between 120-180) by which arbitrator should give award</i>].</p> <p>(h) Performance under the contract shall continue during the arbitration proceedings and payments due to the Service Provider by the Purchaser shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p> <p><i>* Choose one alternative. Insert Chairman of the Executive Committee of the Indian Roads Congress (for highway project) or any other appropriate institution (for other types of works).</i></p> <p><b>Alternatively</b></p> <p><i>[Apart from the adhoc arbitration services obtained through mutually agreed Arbitrator(s) as above, Institutional arbitration services are also available in India. Institutional arbitration (and mediation) dispute resolution mechanisms can be gainfully used, preferably for relatively larger contracts. Following clause may be included, if it is decided to use</i></p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p><i>Institutional Services for arbitration for resolution of disputes, and in such a case other clauses related to Arbitration/ Arbitrator would be deleted. In the sample clause below, substitute the reference to 'Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration' by the specific institution that is sought to be engaged e.g. The International Centre for Alternative Dispute Resolution (ICADR), The Indian Institute of Arbitration and Mediation (IIAM), Indian Chamber's Council of Arbitration, Delhi International Arbitration Centre (DAC), Construction Industry Arbitration Council (CIAC), Council For National and International Commercial Arbitration, London Court of International Arbitration (India Centre) or the like.]</i></p> <p>"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p> <p>The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at _____, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English". <i>[ICA rules provide for arbitration tribunal of 3 arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].</i></p>
8.2.5 (a) and (c)	<p>The designated Appointing Authority for a new Adjudicator is _____</p> <p>_____</p> <p><i>[Note: if ITB 49 provides for an Adjudicator from list provided by an Institution, insert the name of the same institution as the appointing authority]</i></p>

## Appendices

### Appendix A - Description of the Services

#### 1. Scope of work

The scope of work is as defined in **Annexure- I**

#### 2. Technical Specification

Technical Specification if as specified in **Annexure- II**

#### 3. Service Level Agreement

Service Level agreement is as per **Annexure- III**

#### 4. Termination Condition

Termination condition is as per **Annexure- IV**

#### 5. Deployment Plan

Detail Deployment plan is provided in Annexure-V. The plan is for 5(five) years. The bidders are supposed to quote the price for entire five year as per BoQ so that entire cost for five years can be determine. For evaluating successful bidder entire five years cost will be considered However, successful bidder shall be provided LoA for first 3(three) years. After satisfactory completion of three years the purchaser may extend for another 1 or 2 year/years.

#### 6. Manpower deployment

The Tenderer must demonstrate that it will have the personnel for the key positions that meet the following requirements: Two such professional has to be deployed as part of the deliverables for the entire duration of the project.

No.	Position	Information System Experience <i>[Specify specific experience requirement for the key positions]</i>
1	Cloud Operation Engineer (Full-time)	(i) B. Tech/ B.E./MCA/ B Sc (IT) / B. Com (ii) Experience of implementing at least 3 years in the Proposed cloud services with (iii) Having at least 5 years of work experience in cloud and infrastructure area (iv) Proficiency in English Language is mandatory and Hind/Assamese is desirable.

**Note:** The Tenderer shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section IV, Tender Forms.

**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.” On actual basis*

**Appendix C - Key Personnel and Subcontractors**

List under:

C-1	<i>Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work, and staff-months for each.</i>
C-2	<i>List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 above.</i>

**Appendix D - Breakdown of Contract Price in Foreign Currency(ies) – Not Used****Appendix E - Breakdown of Contract Price in Indian Rupees (As per BoQ)****Appendix F - Services and Facilities Provided by the Purchaser**

- Seating Arrangement for manpower deployed shall be provided by the purchaser.
- No other services or facilities shall be provided.

**Appendix G - Performance Incentive Compensation Appendix (Not Applicable)**



**ATTACHMENT # 1G – APPENDIX G****INCENTIVE COMPENSATION CALCULATION PROCEDURE NOTES****(Not Applicable)*****[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 #2G 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 Contract Year.

#### Sample Incentive Compensation Chart

Performance Criterion		Units	Criterion Values				
			Weight				
			Excellent	Very Good	Good	Fair	Poor
1.	e.g. <b>Electricity use</b> [% reduction in kW. hr consumed from Base Year]	0.30	65	55	50	40	30
2.	<b>[Criterion 2]</b> [ ]	0.25	20	19	17	16	15
3.	<b>[Criterion 3]</b> [ ]	0.15	30	25	20	15	10
4.	<b>[Criterion ~]</b> [ ]	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 (Not Applicable)****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 <sup>1</sup> ]	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 Protection Laws<sup>1</sup>

#### SALIENT FEATURES OF SOME MAJOR LABOUR LAWS

#### APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK

- |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a) | <u>Employees Compensation Act 1923</u> : The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.                                                                                                                                                                                                                                                                                                                                                                                                     |
| (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 at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.                                                                                                                                                                                                             |
| (c) | <u>Employees P.F. and Miscellaneous Provision Act 1952 (since amended)</u> : The Act provides for monthly contribution by the Purchaser plus workers @ 10% or 8.33%. The benefits payable under the Act are:<br><br><div style="margin-left: 20px;">           (i) Pension or family pension on retirement or death, as the case may be.<br/>           (ii) Deposit linked insurance on the death in harness of the worker.<br/>           (iii) Payment of P.F. accumulation on retirement/death etc.         </div>                                                 |
| (d) | <u>Maternity Benefit Act 1961</u> : The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.                                                                                                                                                                                                                                                                                                                                                                                                                   |
| (e) | <u>Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013</u> : This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee                                                                                                                                                                                                                                                    |
| (f) | <u>Contract Labour (Regulation &amp; Abolition) Act 1970</u> : The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Purchaser by law. The Principal Purchaser is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Purchaser if they employ 20 or more contract labour. |
| (g) | <u>Minimum Wages Act 1948</u> : The Purchaser 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 scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.                                                                                                                                                                                                                                                                                        |
| (h) | <u>Payment of Wages Act 1936</u> : It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.                                                                                                                                                                                                                                                                                                                                                                                                 |

<sup>1</sup> This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply. The term 'contractor' also means 'Service Provider' referred to at other places in this bidding document.

- (i) Equal Remuneration Act 1976: 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.
- (j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.
- (k) Industrial Disputes Act 1947: 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.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and Purchasers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: 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 the Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: 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 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 back, etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Purchaser 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 Purchaser to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, 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.
- (q) Weekly Holidays Act -1942

- (r) Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.
- (s) Purchaser's Liability Act, 1938: This Act protects workmen who bring suits for damages against Purchasers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the Purchaser or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.
- (t) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees' State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the Purchaser and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.
- (u) The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the Purchaser's liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.
- (v) Industrial Employment (Standing Order) Act 1946: 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 Purchaser on matters provided in the Act and get the same certified by the designated Authority.

## SALIENT FEATURES OF SOME OF THE MAJOR LAWS THAT ARE APPLICABLE FOR PROTECTION OF ENVIRONMENT.

1. The Environment (Protection) Act, 1986 and as amended: 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.
2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms and compliance requirements of the Purchaser and any contractor on behalf of the Purchaser.
3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.
4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide 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.
7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the "protected property" are designated as "protected area" and "controlled area" respectively. No development activity (including building, mining, excavating, blasting) is permitted in the "protected area" and development activities likely to damage the protected property is not permitted in the "controlled area" without prior permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.
8. The Environmental Impact Assessment Notification, 2006 and as amended: This provides for prior environmental clearance for new, modernization and expansion projects listed in Schedule 1 of the Notification. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any environmental management plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the Purchaser and compliance report stipulated in the permission under the Notification.

9. The Water (Prevention and Control of Pollution) Act, 1974 as amended, and the Water (Prevention and Control of Pollution) Rules, 1975 as amended: These provide 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. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates waste water, and observe the required standards of establishment and operation of these items of work or installations; as well as install and operate all required waste water treatment facilities.
10. The Water (Prevention and Control of Pollution) Cess Act, 1977 and The Water (Prevention and Control of Pollution) Cess Rules, 1978: These provide for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Boards for the prevention and control of water pollution under the Water (Prevention and Control of Pollution) Act, 1974.
11. The Air (Prevention and Control of Pollution) Act, 1981 as amended, and the Air (Prevention and Control of Pollution) Rules, 1982: These 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. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates air pollution such as batching plants, hot mix plants, power generators, backup power generation, material handling processes, and observe the required standards of establishment and operation of these items of work or installations.
12. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.
13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.
14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.
15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds



the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.

18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.
21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.
22. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.
23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.
24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
25. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the Purchaser and compliance report stipulated in the permission under the Notification.

26. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.
27. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.
28. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater abstraction through digging any bore well or through any other means; and will to ensure full compliance to these rules and any conditions imposed in the permit.
29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for for safe and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.
30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit for sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.
31. National Building Codes of India, 2005 and as amended: This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements; stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical gadgets, equipment and accessories; and all other such codes incidental to the Contract.

## Appendix I-Appointment of Adjudicator

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 Purchaser*) 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 Purchaser 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 Purchaser/service provider for the period upto the end of defects liability period with prior intimation to the Purchaser and the service provider. The duration of each visit shall ordinarily be for one day only. These durations are approximate and (*Name of the Purchaser 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 Purchaser 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/SCC 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 Purchaser 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 Purchaser will make the admissible payment (both the Purchaser'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 Purchaser 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 Purchaser and the Service Provider vide clause 8 of GCC/SCC. 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 Purchaser 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 Purchaser 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 Purchaser

Signature of authorized representative of Purchaser

Name of the Service Provider

Signature of authorized representative of Service Provider

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

## Appendix J: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

<b>Clause-1</b>	The Purchaser's country is: India
<b>Clause-2</b>	The Purchaser is: Assam Electricity Grid Corporation Limited
<b>Clause-3</b>	The Site is: Data Centres of the Supplier allotted for AEGCL ERP Project.
<b>Clause-4</b>	The version of Incoterms shall be: Incoterm 2020
<b>Clause-5</b>	The language shall be: English The language for translation of supporting documents and printed literature is: English
<b>Clause-6</b>	For <b>notices</b> , the Purchaser's address shall be: Attention: PROJECT DIRECTOR (AIIB-AEGCL) Address: Assam Electricity Grid Corporation Limited Floor/ Room number: 1ST Floor, Bijulee Bhawan, Paltan Bazar City: Guwahati ZIP Code:781001 Country: India Telephone: +91361-2739520 Facsimile number: N/A Electronic mail address: erpsupport@aegcl.co.in
<b>Clause-7</b>	The governing law shall be: Assam, India.
<b>Clause-8</b>	The formal mechanism for the resolution of disputes shall be: <b><u>For a contract with a Local Supplier:</u></b> In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration procedures in the Purchaser's country. Place of arbitration shall be Guwahati, Assam, India.
<b>Clause-9</b>	The Scope of Requirements shall be defined in: Section 6: Schedule of Requirements"
<b>Clause-10</b>	Details of shipping and documents to be furnished by the Supplier shall be: FINAL DELIVERY CHALLAN FOR MATERIALS DELIVERED AT SITE. Delivery of Goods and related Services performed shall be considered as complete upon due verification for completeness, performance and quality as stipulated in "Section 6, Schedule of Requirements" and all other aspects of the contract.
<b>Clause-11</b>	The price adjustment shall be: not allowed.

Clause-12	Payment of the Contract Price shall be made in the following manner:			
	Sl No	Milestone	Payments*	Documents Required
	1	Installation and Management (One Time Charges) for Data Centre(DC)- after Installation and start of DC services on submission of Invoice	One Time Charges for DC shall be paid 100%	Invoice and Signed Letter from Purchaser approving DC commissioning
	2	Installation and Management (One Time Charges) for Disaster Recovery(DR)- after Installation and start of DR services on submission of Invoice.	One Time Charges for DR shall be paid 100%	Invoice + Signed Letter from Purchaser approving DR commissioning
	3	Cloud Hosting and managed services (Recurring Charges)	100 % at the end of each 6 months	Half yearly Invoice, along with the logs after submission by the Supplier + Signed letter from Purchaser
	<b>Payment Procedure:</b> <ol style="list-style-type: none"><li>1. Payment will be made within 60 days of receipt of invoice, subjected to availability of that specific fund.</li><li>2. All the payments will be done after deductions of penalties (If any) as per SLA.</li><li>3. Payments shall be subject to deductions of any amount for which the Supplier is liable under the Contract conditions. Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act and / or any other statutory provisions.</li></ol>			
Clause-13	The currencies for payments shall be: The currency/ies in which the bid price is expressed in the bid of the successful bidder.			
Clause-14	The Supplier shall provide a Performance Security of ten(10%) percent of the Contract Price. The Performance Security shall be denominated in the following amounts and currencies: Amount- asper the financial bid of successful bidder, Currency – Indian Rupees).			
Clause-15	The forms of acceptable Performance Security are: A bank guarantee issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format included in Section 9 (Contract Forms)			
Clause-16	Discharge of the Performance Security shall take place as follows: 45 days after completion of the contract period subject to satisfactory performance of the Supplier.			
Clause-17	The packing, marking, and documentation within and outside the packages shall be: <u>Not Applicable</u>			
Clause-18	The insurance coverage shall be in accordance with: Not Applicable.			
Clause-19	Obligations for transportation of the IT products shall be in accordance with: Not Applicable.			
Clause-20	Tests and Inspections specified in Section 6(Schedule of Requirements), shall be carried out at the following times or milestones, and places: Please refer Section 6: Schedule of Requirements.			

<b>Clause-21</b>	The applicable rate for liquidated damages for delay shall be: 1% (one percent) per week or part thereof
<b>Clause-22</b>	The maximum amount of liquidated damages shall be: __ 10 %. This does not include the penalties applicable. The penalties will be deducted as applicable separately with a combine ceiling of 20%.
<b>Clause-23</b>	The period of validity of the Warranty shall be: till the contract period The place of final destination shall be: Not Applicable
<b>Clause-24</b>	The Supplier shall correct any defects covered by the Warranty within 10 working days of being notified by the Purchaser of the occurrence of such defects.
<b>Clause-25</b>	The amount of aggregate liability shall be: 100% of the contract price

### **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.

**Purchaser's Position**

A short summation of the Purchaser'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 X - Contract Forms**

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## Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

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

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

To: \_\_\_\_\_ *[name of Purchaser]*

\_\_\_\_\_ *[address of Purchaser]*

WHEREAS \_\_\_\_\_ *[name and address of Service Provider<sup>1</sup>]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ *[insert reference number of the contract]* dated \_\_\_\_\_ *[insert date]* to execute \_\_\_\_\_ *[insert name of Contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of \_\_\_\_\_ *[amount of guarantee<sup>2</sup>]* \_\_\_\_\_ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

<sup>1</sup> *In the case of a JV, insert the name of the Joint Venture*

<sup>2</sup> *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sums, if any, and denominated in Indian Rupees.*

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

This guarantee shall be valid until ..... (i.e.) 28 days from the date of expiry of the Defects Liability Period, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

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

## Advance Payment Security

### Demand Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Advance Payment Guarantee No..... *[insert guarantee reference number]*

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

To: \_\_\_\_\_ *[name of Purchaser]*  
 \_\_\_\_\_ *[address of Purchaser]*  
 \_\_\_\_\_ *[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<sup>3</sup>]* (hereinafter called "the Applicant") shall deposit with \_\_\_\_\_ *[name of Purchaser]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ *[amount of guarantee<sup>4</sup>]* \_\_\_\_\_ *[in words]*.

We, the \_\_\_\_\_ *[bank or financial institution]*, as instructed by the Applicant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ *[name of Purchaser]* on his first demand without whatsoever right of objection on our part and without his first claim to the Applicant, 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 Works to be performed thereunder or of any of the Contract documents which may be made between \_\_\_\_\_ *[name of Purchaser]* and the Applicant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

<sup>3</sup> In the case of a JV, insert the name of the Joint Venture

<sup>4</sup> An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ *[name of Purchaser]* receives full repayment of the same amount from the Applicant. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

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

Date: \_\_\_\_\_

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

## Attachment 3

### Amendments for Permitting Standstill Period<sup>5</sup>

(Refer ITB Clause 42)

In Non-consulting Services contracts where it is proposed to permit Standstill Period [*in the case of high risk or specialized/complex services only*], the following corrections shall be incorporated in this document

#### 1. Instructions to Bidders & Bid Data Sheet

##### 1.1 Insert ITB 42.1 as under:

**40.1** The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is **specified in the BDS**. Where only one Bid is submitted, the Standstill Period shall not apply.

##### 1.2 Insert ITB 43.1 as under:

**43.1** When a Standstill Period applies, it shall commence when the Purchaser has transmitted to each Bidder Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the letter is addressed) was unsuccessful;
- (e) the expiry date of the Standstill Period;
- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

##### 1.3 Substitute ITB 45.1 as under:

**45.1** Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in BDS ITB 42.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Purchaser will pay the Service Provider in consideration of the execution of the contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

##### 1.4 Insert ITB 46 as under:

**46. Debriefing by the Purchaser**

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<sup>5</sup> These are instructions for the Borrower and should be removed from final bid document.

**46.1** On receipt of the Purchaser's Notification of Intention to Award referred to in ITB 41.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Purchaser for a debriefing. The Purchaser shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

**46.2** Where a request for debriefing is received within the deadline, the Purchaser shall provide a debriefing within five (5) Business Days, unless the Purchaser decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. In any case, irrespective of the circumstances, all debriefings shall be completed within 10 business days. The Purchaser shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

**46.3** Where a request for debriefing is received by the Purchaser later than the three (3)-Business Day deadline, the Purchaser should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

**46.4** Debriefings of unsuccessful Bidders may be done in writing or verbally. The debriefing will cover only the bid of particular bidder requesting the debriefing, and not the bids of the competitors. The Bidder shall bear its own costs of attending such a debriefing meeting.

**1.5 Insert ITB 50 as under:**

**50. Procurement Related Complaint**

**50.1** The procedures for making a Procurement-related Complaint are as specified in the BDS.

**1.6 Insert BDS ITB 42 as under:**

**ITB 42 Standstill Period**

The Standstill Period is 10 Business Days *[note: the minimum number of Business Days is ten (10)]* after the date the Purchaser has transmitted to all Bidders that submitted Bids, the Notification of its Intention to Award the Contract to the successful Bidder.

*[Note: If this Bidding process is in response to an emergency situation recognized by the Bank state: "No Standstill Period applies to this Bidding process."]*

**1.7 Insert BDS ITB 50.1 as under:**

**ITB 50.1**

The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:

**For the attention:** *[insert full name of person receiving complaints]*

**Title/position:** *[insert title/position]*

**Purchaser:** *[insert name of Purchaser]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

In summary, a Procurement-related Complaint may challenge any of the following:

1. the terms of the Bidding Documents; and
2. the Purchaser's decision to award the contract.

## 2. Contract Forms

### 2.1 Insert in the Form “Letter of Bid”, point (i) as under:

(i) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this bidding document and the Procurement Regulations.

### 2.2 Insert the Form ‘Notification of Intention to Award’ as under:

#### Notification of Intention to Award

***[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]***

***[Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form]***

For the attention of Bidder’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

#### Notification of Intention to Award

**Purchaser:** *[insert the name of the Purchaser]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

	<i>ame of successful Bidder]</i>
<b>s:</b>	<i>ddress of the successful Bidder]</i>
<b>t price:</b>	<i>ontract price of the successful Bid]</i>

**2. Other Bidders** ***[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid’s price was evaluated include the evaluated price as well as the Bid price as read out.]***



Bidder		ed Bid price cable)
[insert name]	id price]	valuated price]
[insert name]	[insert Bid price]	valuated price]
[insert name]	[insert Bid price]	valuated price]
[insert name]	[insert Bid price]	valuated price]
[insert name]	[insert Bid price]	valuated price]

### 3. Reason/s why your Bid was unsuccessful

**[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]**

### 4. How to request a debriefing

**DEADLINE:** The deadline to request a debriefing expires at midnight on [insert date] (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address the request for debriefing as follows:

**Attention:** [insert full name of person, if applicable]

**Title/position:** [insert title/position]

**Agency:** [insert name of Purchaser]

**Email address:** [insert email address]

**Fax number:** [insert fax number] **delete if not used**

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

### 5. How to make a complaint

**Procurement-related Complaint challenging the decision to award shall be submitted by midnight, [insert date] (local time).**

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Purchaser]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number]* **delete if not used**

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) [\[https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005\]](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)" [\[http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework\]](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework) provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## 6. Standstill Period

**DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).**

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Purchaser:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

.....

**2.2 Substitute the first note in Italics in the Form ‘Notification of Award’ as under:**

*[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clause 45. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only upon expiry of the Standstill Period, specified in BDS ITB 42.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, subject to any review by the World Bank required under the Loan Agreement.]*