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UTTAR PRADESH

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

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NO: 2/NCB/SIRD/UPWSRP Phase II/Skilled and unskilled Persons/2014-15

For the

Hiring Services of Agency for Providing Human Resources for Awareness Generation of
Farmers and Capacity Building of Water User's Associations (WUAs) in Phase-2

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Part I - Bidding Procedures

Section I. Instructions to Bidders

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Instructions to Bidders

A. General

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|------------------------------------|---|
| 1. Scope of Bid | <p>1.1 The Employer, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the BDS.</p> <p>1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.</p> |
| 2. Source of Funds | <p>2.1 The Borrower, as defined in the BDS, intends to apply part of the funds of a loan from the World Bank, as defined in the BDS, towards the cost of the Project, as defined in the BDS, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the loan proceeds.</p> |
| 3. Corrupt or Fraudulent Practices | <p>3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p style="padding-left: 40px;">(i) "corrupt practice"² is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p style="padding-left: 40px;">(ii) "fraudulent practice"³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> |

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

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

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

- (iii) "collusive practice"⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice"⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a

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

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

Bank-financed contract; and

- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

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

4. Eligible Bidders

4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.

4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.

4.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.

4.4 The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

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

5. Qualification of the Bidder

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

5.2 In the event that prequalification of potential bidders has been undertaken as stated in the BDS, only bids from prequalified

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

- 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise stated in the BDS:
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of Services performed for each of the last five years;
 - (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
 - (d) list of major items of equipment proposed to carry out the Contract;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
 - (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (h) authority to the Employer to seek references from the Bidder's bankers;
 - (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
 - (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.
- 5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless

otherwise stated in the BDS:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount specified in the BDS;
- (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified in the BDS;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the BDS;
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the BDS.

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

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the BDS.
6. One Bid per Bidder 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
7. Cost of Bidding 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
8. Site Visit 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

9. Content of Bidding Documents 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- | | |
|--------------|---|
| Section I | Instructions to Bidders |
| Section II | Bidding Data Sheet |
| Section III | Bidding Forms |
| Section IV | Eligible Countries |
| Section V | Activity Schedule |
| Section VI | General Conditions of Contract |
| Section VII | Special Conditions of Contract |
| Section VIII | Performance Specifications and Drawings (if Applicable) Contract Forms |
| Section IX | |
- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish

all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the BDS.

10. Clarification of Bidding Documents 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
11. Amendment of Bidding Documents 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
13. Documents Comprising the Bid 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid Security;
 - (c) Priced Activity Schedule;

(d) Qualification Information Form and Documents;

(e) Alternative offers where invited;

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

13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

14. Bid Prices

14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.

14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.

14.4 If provided for in the BDS, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

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

15. Currencies of Bid and Payment

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

(a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise specified in the BDS; and

(b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any

member country of the Bank.

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

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

16. Bid Validity

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

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

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

17. Bid Security

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

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

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid

submission;

- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

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

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

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

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

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

18. Alternative Proposals by Bidders

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

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

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with

the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

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

19. Format and
Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.

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

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

D. Submission of Bids

20. Sealing and
Marking of
Bids

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

20.2 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address provided in the BDS;
- (b) bear the name and identification number of the Contract as defined in the BDS and Special Conditions of Contract;

and

- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the BDS.

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

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

21. Deadline for Submission of Bids

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

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Late Bids

22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.

23. Modification and Withdrawal of Bids

23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.

23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.

23.3 No Bid may be modified after the deadline for submission of Bids.

23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.

23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

24. Bid Opening

24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders'

representatives who choose to attend at the time and in the place specified in the BDS.

24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.

24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.

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

25. Process to Be
Confidential

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

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

26. Clarification of
Bids

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

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

- Employer, he should do so in writing.
- 26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.
27. Examination of Bids and Determination of Responsiveness
- 27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
- 27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
28. Correction of Errors
- 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub- Clause 17.5(b).
29. Currency for Bid Evaluation
- 29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:
- (a) the currency of the Employer's country at the selling rates

established for similar transactions by the authority specified in the BDS on the date stipulated in the BDS;

or

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

30. Evaluation and Comparison of Bids
- 30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.
- 30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 28;
 - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
 - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
 - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.
- 30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
31. Preference for Domestic Bidders
- 31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

32. Award Criteria
- 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.
- 32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a "slice and package" basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.
33. Employer's Right to Accept any Bid and to Reject any or all Bids
- 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.
34. Notification of Award and Signing of Agreement
- 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.
- 34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its

request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.

35. Performance
Security

35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the BDS, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.

35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.

35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

36. Advance
Payment and
Security

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount stated in the BDS.

37. Adjudicator

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

Section II. Bidding Data Sheet

Instructions to Bidders Clause Reference

| A. General | |
|------------|---|
| 1.1 | <p>The Employer is Director General DDUSIRD UP, UP Water Sector Restructuring Project on behalf of Government of Uttar Pradesh.</p> <p>The name and identification number of the Contract is Hiring services of Personnel for different assignment for DDUSIRD UP and IFB no. 01/NCB/sird/UPWSRP/Ph-II/Expert/2014-15.</p> |
| 1.2 | The Intended Completion Date is 31-07-2015 |
| 2.1 | <p>The Borrower is Government of India (GOI)</p> <p>The Project is Uttar Pradesh Water Sector Restructuring Project (UPWSRP Phase-II)</p> <p>The IDA Credit number is 5298-IN</p> |
| 5.2 | Prequalification has not been undertaken. |
| 5.3 | <p>The Qualification Information and Bidding forms to be submitted are as follows:</p> <ul style="list-style-type: none"> (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder; (b) total monetary value of Services performed for each of the last three years; (c) experience in Services of a similar nature and size for each of the three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts; (d) deleted (e) (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's for the past five year; (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources); (h) authority to the Employer to seek references from the Bidder's bankers; (i) information regarding any litigation, current or during the last five |

| | |
|-------------------------------|--|
| | years, in which the Bidder is involved, the parties concerned, and disputed amount; and (j) deleted. |
| 5.4 | Deleted |
| 5.5 | The qualification criteria in Sub-Clause 4.4 are modified as follows: |
| 5.5(a) | The minimum required average annual volume of Services for the successful Bidder in the last three years shall be Rs. 50.00 lac. |
| 5.5(b) | The experience required to be demonstrated by the Bidder should have minimum 3 years . The firm having prior experience in providing man power services to the Government / Private sector for at least 3 years will be required. |
| 5.5(c) | The essential equipment to be made available for the Contract by the successful Bidder shall be- N.A. |
| 5.5(d) | a Contract Manager with 3 years' experience in Services of an equivalent nature and volume, including no less than two years as Manager. |
| 5.5(e) | The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be Rs. 5.00 lac |
| 5.5(f) | Sub Contractor's experience shall not be taken in to account |
| B. Bidding Data | |
| 9.2 and 19.1 | The number of copies of the Bid to be completed and returned shall be one copy |
| C. Preparation of Bids | |
| 12.1 | Language of the bid: English |
| 13.1 | The additional materials required to be completed and submitted are: N.A. |
| 14.3 | Tax Deduction at Source (TDS) shall be made in accordance with Income Tax Act 1961 as amended from time to time. |
| 14.4 | The Contract is not subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract. |
| 15.1 | Local inputs shall be quoted in Indian National Rupee (INR) |
| 16.1 | The period of Bid validity shall be 90 days after the deadline for Bid submission specified in the BDS. |
| 17.1 | The Bidder shall provide: a Bid security (in the shape of Bank Guarantee / FDR only) in favour of DG, DDU-SIRD. |
| 17.2 | The amount of Bid Security shall be INR 2,50,000.00 (Rupees two lac fifty thousand only). Bid security in any other form shall not be acceptable. |

| | |
|--------------------------------------|---|
| 18.1 | Alternative bids not permitted. |
| 18.2 | N.A. |
| 18.4 | The Bidders have to submit documents in accordance with provisions of Section VIII para G. Documentation. |
| D. Submission of Bids | |
| 20.2 | <p>The Employer's address for the purpose of Bid submission is</p> <p>Director General, Deen Dayal Upadhyaya State Institute of Rural Development Bakshi Ka Talab, Lucknow -226202 (UP) Phone : 91-5212-298875/298209 Fax : 91-5212-2982 E-mail : drvardani@rediffmail.com</p> <p>For identification of the bid the envelopes should indicate: Contract: Hiring agency for providing services of Personnel for the different assignment for DDU-SIRDUP Office.</p> |
| 21.1 | <p>Bid Number: 02/NCB/SIRD/UPWSRP/Ph-II/Personnel/ 2014-15</p> <p>The deadline for submission of bids shall be 6th June , 2014 (06-06-2014)</p> <p>Time: IST 15:00 IST</p> |
| E. Bid Opening and Evaluation | |
| 24.1 | <p>Bids will be opened at IST 15:30 IST of the day 6TH June, 2014 (06-06-2014 at the following address: Committee Hall, Deen dayal Upadhaya State institute Rural Development Bakshi ka talab Lucknow-226202, Uttar Pradesh, India</p> |
| 29.1 | N.A. |
| F. Award of Contract | |
| 35.0 | The Performance Security acceptable to the Employer shall be in the Standard Form of Bank Guarantee and for an amount of 5% of the contract price. |
| 36.1 | N.A. |
| 37.1 | The Adjudicator proposed by the Employer is to be nominated. |

Section III. Bidding Forms

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Service Provider's Bid

[date]

To:

Director General ,
Deen Dayal Upadhaya
State Institute of Rural
Development Bakshi ka
talab, Indaurabag ,
Lucknow-226025, Uttar Pradesh, India

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

The Contract shall be paid in the following currencies:

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

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

[or]

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

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

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

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

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

Authorized Signature: _____
 Name and Title of Signatory: _____
 Name of Bidder: _____
 Address: _____

Detail of Contract Price (Quoted by bidder)

| Sl. No. | Item | Cost in INR |
|------------|---|------------------------------|
| 1 | Total cost of salary | Shall be decided by the SIRD |
| 2 | Overhead Charges (in percentage of total cost) | |
| 3 | Profit (in percentage of total cost) | |
| Total | | |

Note- The service tax at the prevailing rates shall be reimbursed in addition to above cost.

Signature of Bidder-----

Place :

Date :

Name -----

Business address -----

Qualification Information

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

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

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.4(c).

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

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.4(e) and GCC Clause 9.1.

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

- 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

| Sections of the Services | Value of subcontract | Subcontractor (name and address) | Experience in providing similar Services |
|--------------------------|----------------------|----------------------------------|--|
| (a) | | | |
| (b) | | | |

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

- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.

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

- 1.10 Information regarding 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 | Amount involved |
|------------------|------------------|-----------------------------|-----------------|
| (a) | | | |
| (b) | | | |

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

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

2. Joint Ventures

- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Bid

authorizing signature of the Bid on behalf of the joint venture.

- 24 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
3. Additional Requirements
 - 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.1, if applicable.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: [name and address of the Service provider]

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

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

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

or

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

or

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

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

Please return the attached Contract dully signed

Authorized Signature:

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract _____

Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) the Letter of Acceptance; (b)
the Service Provider's Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;

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

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation

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

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

For and on behalf of [name of Employer]

[Authorized Representative]

For and on behalf of [name of Service Provider]

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Bid Security (Bank Guarantee)

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

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

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

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

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

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

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

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

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

[signature(s)]

Bid-Securing Declaration

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

Date: _____
 Bid No.: _____
 Alternative No.: _____

To: _____

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of _____ starting on _____, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: _____

In the capacity of: _____

Name: _____

Duly authorized to sign the bid for and on behalf of: _____

Dated on _____ day of _____, _____

Corporate Seal (where appropriate)

Section IV. Eligible Countries

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

.....NA

Part II - Activity Schedule

Section V. Activity Schedule

Monitoring schedule

- The second party shall submit a report of each individual, a monthly report, in the following format, duly signed by the respective SIRD official along with invoice:

| Sl.No. | Description | Remark |
|--------|---------------------------|--------|
| 1. | Name of Consultant/person | |
| 2. | Category | |
| 3. | Discipline / conduct | |
| 4. | Punctuality | |
| 5. | Quality of work | |

Part III - Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

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Section V. General Conditions of Contract

A. General Provisions

1.1 Definitions

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

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
 - (b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
 - (c) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.;
- or
- (c) "Association" means the International Development Association, Washington, D.C., U.S.A.;
 - (d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer
 - (e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
 - (f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
 - (g) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
 - (h) "Employer" means the party who employs the Service Provider
 - (i) "Foreign Currency" means any currency other than the currency of the country of the Employer;
 - (j) "GCC" means these General Conditions of Contract;
 - (k) "Government" means the Government of the Employer's country;
 - (l) "Local Currency" means the currency of the country of the Employer;
 - (m) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities;

"Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;

- (n) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- (o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- (u) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

- 1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of the Employer's country, unless otherwise specified in the Special Conditions of Contract (SCC).
- 1.3 Language This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC.
- 1.5 Location The Services shall be performed at SIRD, LUCKNOW
, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.

- 1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the SCC.
- 1.7 Inspection and Audit by the Bank The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.
- 1.8 Taxes and Duties The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

- 2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be stated in the SCC.
- 2.2 Commencement of Services
- 2.2.1 Program Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.
- 2.3 Intended Completion Date Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.
- 2.5 Force Majeure
- 2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes

a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach
of Contract

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

2.5.3 Extension
of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the
Employer

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

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice"⁶ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice"⁷ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"⁸ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice"⁹ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines.

2.6.2 By the
Service
Provider

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

- (a) if the Employer fails to pay any monies due to the Service

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

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

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

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

Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or

- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Suspension of Loan or Credit

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

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

2.6.4 Payment upon Termination

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

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

3. Obligations of the Service Provider

3.1 General

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

3.2 Conflict of Interests

- 3.2.1 Service Provider Not to Benefit from Commissions and Discounts. The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
- 3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project. The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting Activities. Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
 - (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
 - (c) after the termination of this Contract, such other activities as may be specified in the SCC.
- 3.3 Confidentiality. The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.
- 3.4 Insurance to be Taken Out by the Service Provider. The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

| | |
|--|---|
| <p>3.5 Service Provider's Actions Requiring Employer's Prior Approval</p> | <p>The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> (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. |
| <p>3.6 Reporting Obligations</p> | <p>The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.</p> |
| <p>3.7 Documents Prepared by the Service Provider to Be the Property of the Employer</p> | <p>All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC.</p> |
| <p>3.8 Liquidated Damages</p> | |
| <p>3.8.1 Payments of Liquidated Damages</p> | <p>The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p> |
| <p>3.8.2 Correction for Overpayment</p> | <p>If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.</p> |
| <p>3.8.3 Lack of performance penalty</p> | <p>If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and</p> |

specified in the SCC.

- 3.9 Performance Security
- The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

4. Service Provider's Personnel

- 4.1 Description of Personnel
- The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
- 4.2 Removal and/or Replacement of Personnel
- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
 - (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
 - (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

- 5.1 Assistance and Exemptions
- The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.
- 5.2 Change in the Applicable Law
- If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased

accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price

- (a) The price payable in local currency is set forth in the SCC.
- (b) The price payable in foreign currency is set forth in the SCC.

6.3 Payment for Additional 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 Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the SCC. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

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

Where:

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

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the nonadjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and

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

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

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

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

6.7 Dayworks

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

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

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

7. Quality Control

- 7.1 Identifying Defects
- The principle and modalities of Inspection of the Services by the Employer shall be as indicated in the SCC. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as defined in the SCC.
- 7.2 Correction of Defects, and Lack of Performance Penalty
- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
 - (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
 - (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

- 8.1 Amicable Settlement
- The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Settlement
- 8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- 8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid by the hour at the rate specified in the BDS and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's

decision will be final and binding.

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

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

Section VII. Special Conditions of Contract

Section VII. Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 1.1 | The words "in the Government's country" are amended to read "in India." |
| 1.1(a) | The Adjudicator shall be nominated later |
| 1.1(e) | The contract name is Hiring agency for providing services of Consultants & Personnel for the different assignment for SIRD Office |
| 1.1(h) | The Employer is DG- SIRD. on behalf of Government of Uttar Pradesh |
| 1.1(m) | The Member in Charge Additional Director |
| 1.1(p) | Service Provider is _____ |
| 1.2 | The Applicable Law is India |
| 1.3 | The language is English |
| 1.4 | <p>The addresses are:</p> <p>Employer: Director General, Deen Dayal Upadhyaya State Institute of Rural Development, Bakshi Ka Talab, Lucknow -226202 (UP) Phone : 91-5212-298875/298209 Fax : 91-5212-298291 E-mail : drvardani@rediffmail.com</p> <p>Attention: Service Provider: TelePhone & Email: _____ _____ _____ _____</p> |
| 1.6 | <p>The Authorized Representatives for the</p> <p>Employer: Additional Director/Coordinator, DDUSIRD UP Bakshika Talab, , Lucknow-226025, Uttar Pradesh, India</p> <p>For the Service Provider: _____</p> |

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|---|
| 2.1 | The date on which this Contract shall come into effect is the date the contract is signed by both parties. |
| 2.2.2 | The Starting Date for the commencement of Services is the date the contract is signed by both parties. |
| 2.3 | The Intended Completion Date is 31-07-2015 |
| 3.2.3 | Activities prohibited after termination of this Contract are: all activities under the contract |
| 3.4 | The risks and coverage by insurance shall be: Service Provider's liability and workers' compensation _____ |
| 3.5(d) | The other actions are none. |
| 3.7 | Restrictions on the use of documents prepared by the Service Provider are: N.A. |
| 3.8.1 | The liquidated damages rate is 0.05 % per day. The maximum amount of liquidated damages for the whole contract is 5% of the Contract Price. |
| 3.8.3 | The performance Penalty is mentioned in clause F(a) Penalty of Performance Specification. |
| 5.1 | The assistance and exemptions provided to the Second party are: N.A. |
| 6.2(a) | The amount in local currency is in Indian National Rupee (INR). N.A. |
| 6.2(b) | The performance incentive paid to the Service Provider shall be: None |
| 6.3.2 | Payments shall be made according to the following schedule: As defined in Para E. Payment Condition of Section VIII of Performance Specification |
| 6.4 | N.A. |
| 6.5 | Price adjustment is not to be applied in accordance with Sub-Clause 6.6. |
| 6.6.1 | The principle and modalities of inspection of the Services by the Employer are as follows: As defined in Section VIII Performance Specification |
| 7.1 | The Adjudicator is to be nominated later. |
| 8.2.3 | The arbitration procedures of shall be: |
| 8.2.4 | Contracts with Service Provider national of the Employer's country: In the case of a dispute between the Purchaser and a Second Party who is a national of the Client's country, the dispute shall be referred to adjudication |

| | |
|------------------------|---|
| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
| | or arbitration in accordance with the laws of the Client's country. |
| 8.2.5 | The designated Appointing Authority for a new Adjudicator to be nominated later |

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Section VIII. Performance Specifications

Terms of Reference of Consultants & Personnel for the different assignment for Office

1. Background-

The Government of Uttar Pradesh has received a credit from the World Bank Group through Government of India for Uttar Pradesh Water Sector Restructuring Project Phase 2. The development objectives of Uttar Pradesh Water Sector Restructuring Project (UPWSRP) are:-

- Strengthen the institutional and policy framework for integrated water resources management for the entire state.
- Increase agricultural productivity and water productivity by supporting farmers in targeted irrigation areas.

The Sub-Component C2 of the Project envisages the strengthening and development of water users associations and provides for a framework for training and mainstreaming PIM throughout the State in accordance with Uttar Pradesh Participatory Irrigation Management Act 2009 through the capacity building of Water User Associations (WUAs) to monitor the current status of the irrigation system under their control, participate actively in discussions on system design and implement rehabilitation of minors with the UPID, carry out on farm development (OFD) works where required, manage themselves the local water distribution, assess water charges, manage finances, operate and maintain local infrastructure, resolve conflicts, encourage conjunctive use of surface and ground water for intensified and diversified agriculture production system and promote greater efficient water use. Since the 2009 Act, 8858 WUAs at the outlet levels, 802 WUAs at the minor levels, and 28 WUAs at the distributary level have been formed in the UPWSRP-1 areas. The key project activities will be to scale this up in the Phase 2 areas and make existing and proposed WUAs functional. This will be done by focusing on three key areas (a) generation of awareness amongst communities of the PIM Act, (b) mobilization of communities for constituting WUAs, and (c) capacity building and training of WUAs. The generation of awareness on PIM will be through the use of a variety of media (e.g. pamphlets, community radio and TV, workshops, paintings and leaflets, etc) and will be for the entire State (except UPWSRP-1 areas where WUAs are already functioning).

This awareness generation is to be implemented by the DeenDayalUpadhyaya State Institute of Rural Development (SIRD in around 5000 villages in 16 districts (Amethi, Auraiya, Barabanki, Etah, Etawah, Fatehpur, Farrukhabad, Firozabad, Kasganj, Kannauj, Kanpur, Kanpur Dehat, Kaushambhi, Lalitpur, Mainpuri, Raebareli) of phase 2 areas of UPWSRP and around 48000 villages that lie in the canal command of rest of Uttar Pradesh.

For the capacity building and training of WUAs, emphasis will be placed on governance (e.g. WUA roles and responsibilities, organizing meetings, liaison with users), technical matters (e.g. maintenance inspections, preparation of estimates, and measurement of works), financial management (e.g. maintaining financial records, preparation of annual budgets) and water management (e.g. recording of irrigated area, preparation and implementation of warbandi) in accordance with UPPIM Act 2009. This will be delivered in the Phase 1 and 2 areas through the SIRD which involves capacity building of 8858 outlets, 802 minors and 28 distributary level Water Users' Associations (WUAs) of phase 1 area and approximately 2000 Water Users' Associations of phase 2 areas (list of irrigation divisions in phase-1 and phase-2 areas is given at annexure-1)

SIRD as an institution has rich experience in training of Panchayati Raj Institutions, Training of Trainers and Training Need Analysis. SIRD has 17 Regional Institute of Rural Development (RIRD) and 33 District Institute of Rural Development (DIRD) in the state of Uttar Pradesh. These institutes with their rich experience in training in the field of rural development shall serve as resource centres to carry out IEC and capacity building activities in phase 1 and 2 areas of UPWSRP-2.

In addition to its existing resources to conduct IEC and capacity building programmes, SIRD may require additional human resources, services which will be procured through a human resources supply agency

2. Statement of Objectives

- To make aware and sensitize the farmers of phase 2 areas of UPWSRP and the rest of Uttar Pradesh about UP Participatory Irrigation Management Act 2009.
- To build capacity of Water Users' Associations in phase 1 and phase 2 areas of UPWSRP to enable them to execute their roles and responsibilities as envisaged in UP PIM Act 2009.

3. Outline of the task to be carried out by SIRD and schedule of completion of activities -

Table-1

| Sl. No | Activity | Time Period |
|-----------|--|--|
| A. | Awareness Activities in Phase 2 Area | |
| 1. | Preparatory work for SoochnaSamparkMela/Launching Workshop and others for phase 2 area | One month (1 st quarter of 2014) |
| 2. | OrganisingSoochnaSamparkMela/Launching Workshop | One month (1 st quarter of 2014) |
| 3. | Preparatory work for SinchaiRath/IEC VAN for phase 2 area i.e. TOT and development of material for video films | 5 months (Within1 st and 2 nd quarter of 2014) |
| 4. | Preparation of TOT training module and training material | One month (1 st quarter of 2014) |

| | | |
|-----------|---|--|
| 5. | Organising TOTs | One month (1 st quarter of 2014) |
| 6. | Production of video films/ /pamphlets/leaflets/jingles for sinchairath | 3 months (Within 1 st quarter of 2014) |
| 7. | Moving of SinchaiRath in villages | 6 months (Within 4 nd and 3 rd quarter of 2014) |
| B. | Awareness Activities in Rest of Uttar Pradesh | |
| 1. | Organizing SoochnaSamparkMela | 2 months (From July 2014 to September 2014) |
| 2. | Organizing TOT | 2 months (From July 2014 to September 2014) |
| 3. | Moving of SinchaiRath in villages | 2 years (From October 2014 to September 2016) |
| C. | Preparation Activities for Capacity Building of WUAs for Phase 1 and Phase 2 Areas | |
| 1. | Preparation of TOT module and training material for capacity building of WUAs | 2 months (1 st quarter of 2014) |
| 2. | Conducting TOT | 2 months (2 nd quarter of 2014) |
| 3. | Preparation of training modules for WUAs and UPID officers on topics like technical and financial, water management, role of PIM Cell and UPID, implementation of farmer water schools etc. | 2 months (2 nd quarter of 2014) |
| 4. | Workshop for validation of training modules | One month (2 nd quarter of 2014 post preparation of training modules) |
| D. | | |
| 1. | 4 days training of Executive Committee of minor level WUAs | 5 months (Between 4 th quarter of 2014 and 1 st quarter of 2015) |
| 2. | 2 days training of outlet level Executive Committee of WUAs | One year (August 2014 to July 2015) |
| E. | | |
| 1. | 4 days training of Executive Committee of minor level WUAs | One year (Staggered between October 2015 to June 2017) |

4. Duration of Assignment:

The duration of assignment for “Hiring Services of Agency for Providing Human Resources for Awareness Generation of Farmers and Capacity Building of Water User’s Associations (WUAs) of Uttar Pradesh Water Sector Restructuring Project Phase-2” shall be for a period of three (3).

5. Details of personnel to be hired:

| Sl. No | Designation | No. of required person | Academic Qualification and Experience | Job | Remuneration (Rs/month) | Reporting Authority | Place of posting |
|--------|-------------------|------------------------|---|---|-------------------------|---|---------------------------|
| 1. | System Analyst | 1 | B Tech /BE/MCA or B level from (CS/IT), DOEACC, MSc (CS/IT)/MSc (Statistics) or equivalent from a recognized University. Preference shall be given with additional MBA qualification from a recognized University. The candidate shall have Minimum 5 years experience in Database Management Systems, MIS, Web Development in a reputed organization | Day to day maintenance of GPS, GRS and MIS of the project. Maintenance of updates of website. Maintenance of database systems. Assist SIRD officials in troubleshooting of minor software problems. | 40,000/- | Coordinator i.e. Additional Director SIRD | State head quarter (SIRD) |
| 2. | Account Assistant | 1 | B.Com with experience in Tally and one year advance diploma in computer application/DOEACC or equivalent. Minimum 5 years experience in accountancy. Should have knowledge of MS office software. | All accounting works like maintenance of ledger, cashbook, financial statement etc. | 25,000/- | Co-Coordinator i.e. Assistant Director | State head quarter (SIRD) |

| | | | | | | | |
|----|--|---|---|--|----------|--|---------------------------|
| | | | Experience in noting and drafting on files. | | | | |
| 3. | Office Assistant cum Computer Operator | 4 | Graduate from a recognized University. One year Advance Diploma in Computer Application/DOEACC "CCC" or equivalent. 2 years experience. He/she should have knowledge of MS office software, efficiency in Hindi and English typing. Experience of noting and drafting on files. | Responsible for filing, docketing of papers received, noting and drafting on files and administrative processing of cases, any other duty assigned by officer in charge. | 15,000/- | Co-Coordinator i.e. Assistant Director | State head quarter (SIRD) |
| 4. | Multitask Workers/Class IV staff | 3 | 8th standard Middle level schools pass. Ability to read basic Hindi words. Knowledge of maintenance of records. Ability to ride bicycle. | Provide support services to different officials of SIRD. Any other duty assigned by officer in charge. | 8,000/- | Co-Coordinator i.e. Assistant Director | State head quarter (SIRD) |
| 5. | Security Guard | 3 | Retired Army person or trained security personnel having arm license. 8th standard Middle level schools pass. Ability to read basic hindi words. Ability to ride bicycle. | Provide security services | 10,000/- | Co-Coordinator i.e. Assistant Director | State Headquarters SIRD |

| | | | | | | | |
|--|--|--|--|--|--|--|--|
| | | | | | | | |
|--|--|--|--|--|--|--|--|

6. Services and facilities to be provided by client-

- (1) Client shall provide suitable office premise to hired staff deployed at state office
- (2) Leave to hired staff shall be admissible as per state government order for contractual staff.
- (3) Annual increment @5% on basic consolidated remuneration shall be admissible, subject to satisfactory performance.

7. Obligations of agency-

7.1 Identify suitable candidates for the positions, interview the candidates in partnership with SIRD, and finalize the selection of the candidates

- a) The selection of required personnel shall be done by agency with due transparency and policies of the governments. The selection should report at SIRD within a month of signing the contract by the agency. A representative from SIRD shall be present during the time of interview for the selection of the candidates. All relevant photocopied documents pertaining to academic qualification and experience shall be verified with the original by the agency in presence of nodal officer of SIRD prior to selection of candidate. All these photocopied documents pertaining to selected candidate should be in the custody of agency and SIRD. This shall be made available to also for verification as and when required. In case any document provided by the hired person is found not genuine or having discrepancy by SIRD at any stage, then the said hired person will be replaced immediately with suitable person. The agency shall bear the full cost of replacement in such case
- b) Preference in the selection shall be given to candidates who belong to the project command area.

7.2 Manage the hired staff

- a) Contracted staff shall not engage directly and/or indirectly in any commercial trade or business activity. Contracted staff shall not leave their duty without prior permission of nodal officer SIRD except under exceptional circumstances.
- b) The Agency shall immediately remove any staff whose performance is found to be unsatisfactory by Nodal Officer SIRD .The Agency should provide suitable staff replacement within a week. The agency shall not remove any staff without prior consent of SIRD.
- c) The candidates hired from the Agency will have no right to claim of any appointment in SIRD or in UPWSRP project.
- d) The candidates hired will be paid lump-sum remuneration and any additional money for gratuity, bonus, and medical reimbursement or leave encasement shall not be given.
- e) The agency is required to submit certified copy of EPF registration. Experience of HR supply and recruitment. The certified copy of the certificates regarding the said should be notarized. Any information found to be false at any stage, shall lead to rejection and penal action

7.3 Any conflict on agreement between of both parties resolved by the arbitrator nominated by Director General, SIRD and both the parties will be bound to accept the decision made by arbitrator.

7.4 Agency shall have no objection in case of deployment of resource person at SIRD, RIRD and DIRD or at another place decided by SIRD.

7.5 The hired resource person of agency shall work under the control of competent authority of SIRD.

8. Payment mechanism

- (a) Agency shall submit their monthly bills on the basis of attendance verified by competent authority of SIRD up to 3rd of every month.
- (b) Competent authority of SIRD shall verify the bills and recommend for payments within three days from the date of submission of bill excluding holidays.
- (c) Agency shall pay remuneration to the concerned staff within three days from the date of receipt of funds from SIRD, the delay in the payment to the resource person shall be liable for penalty of Rs 1000/-perweek This penalty shall be realized from the overhead of the agency.
- (d) The agency shall also submit the list of personnel with their bank account number for the purpose of bank transfer of remuneration.
- (e) The payment shall be released to the agency through account payee cheque on the basis of satisfactory work and attendance of hired personnel.
- (f) The monthly remuneration to the staff shall be paid through bank transfer in RGTS/NEFT /Chequemode.
- (g) Next month's payment shall only be released against the bill accompanied by proof of bank transfer of remuneration through NEFT/RGTS/cheque to hired personnel's

E. Other Terms and Conditions-

1.0 The First Party means the DG, DDU-SIRD.

2.0 The Second Party means the Service Provider Firm.

3.0 The second Party covenants that nothing stands against it in any court of justice to prevent it to enter in to this Agreement with the First Party. 4.0

The Second Party shall maintain a camp office in Lucknow.

5.0 The Second Party shall provide Persons for the different assignment.

6.0 The Second Party covenants that its registration with the competent authority is valid on the date of signing of the Agreement and shall remain valid till the expiry of the date of Agreement.

7.0 The personnel provided by the hiring agency shall not at any time be considered on

pay rolls of the First Party.

-
- 8.0 The personnel shall normally have to work for at least eight hours in all working days. However, if required they would be called on holidays too for emergencies, without any extra payment.
- 9.0 Deployment of Personnel by the hiring agency must be to the 100% satisfaction of the user.
- 10.0 The firm having prior experience in providing Man Power Services to the Government / Private sector for at least 3 years will be required.
- 11.0 The DG SIRD reserves rights to reject any or all proposals without assigning any reason, whatsoever.
- 12.0 Conditional bid will not be accepted.
- 13.0 The variation in the number of required Personnel may vary $\pm 15\%$ of the total number of Personnel deployed.
- 14.0 The second party shall not appoint any sub company/agency to carry out any obligation under the contract.
- 15.0 The emoluments of each Personnel shall be defined by the .

F. Payment Conditions-

- 1.0 The Second Party shall issue appointment letter to each Personnel and submit a copy of the same to the First Party along with CVs and the attested Photographs & Signatures of Consultant & Personnel within a month of signing of Contract & before submitting the monthly bill.
- 2.0 The Second Party shall submit the monthly bills by 1st day of each month. Subsequently the First Party shall make payments by 8th day of the month, to the Second Party. The Second Party shall pay the salary to its Consultant & Personnel latest by 10th day of every month. In case of delay in payment by due to any unavoidable reason, the date of payment to the personnel may be extended proportionally.
- 3.0 The delayed payment to the Personnel by the Second Party shall be liable for a penalty of Rs. Rs 1000/-perweek.
- 4.0 The Second Party would have to provide the substitutes, in casual absence or emergencies with person having equal or better qualification, in consultation and intimation to the First Party subject to the provision he performs his duty as per the jobs specified earlier. If, however any of the Consultant & Personnel abstains without the proper replacement, a deduction of Rs. 200 per person per day will be made from the bill.
- 5.0 The Second Party shall pay the salary to each Consultant & Personnel into the Personnel's Bank Account through e-payment and submit Bank statement with the next bill.
- 6.0 The Second Party shall furnish a Performance Bank Guarantee equal to 5% of the total Contract price before award of Contract which shall be refundable after successful execution/completion of the Contract.

- 7.0 The Second Party shall in no case pay its Employees less than the minimum emoluments per month decided by (at the time of signing of Contract on behalf of service category and nature of work).
- 8.0 The Service Tax at the prevailing rates shall be reimbursed.
- 9.0 The proposed Personnel shall be examined for the respective skills at the by the Evaluation Committee.
- 10.0 In case of retired Government Servant being employed, their salaries shall be ascertained in accordance with prevailing Government rules and Government Orders (GOs) of State of Uttar Pradesh.

F(a). Penalty-

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

F(b). Monitoring Schedule-

- The Second Party shall submit a report of each individual, a monthly report, in the following format, duly signed by the respective official along with invoice:

| Sl.No. | Description | Remark |
|--------|--------------------------------|--------|
| 1. | Name of Consultant & Personnel | |
| 2. | Category | |
| 3. | Discipline / conduct | |
| 4. | Punctuality | |
| 5. | Quality of work | |

G. Documentation:-

| Sl.No. | Documents Required | Minimum Requirement | Status |
|--------|--|---|--------|
| 1 | Copies of original documents defining the constitution or legal status, place of registration, and Income tax Department as a principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder; | All (Valid Registration in Central Excise Department, Govt. of India, Labour Department, Govt. of UP, Income tax Department as a principal Service Provider in Man Power is mandatory) Certified copies of Service tax payment for last three years, Income Tax return for the last 3 years has to be attached by the Bidder. | |

| Sl.No. | Documents Required | Minimum Requirement | Status |
|--------|--|--|--------|
| 2 | Total monetary value of Services performed for each of the last three years; | Average annual Volume of services for the last three years shall be Rs. 50 Lac. | |
| 3 | Experience in Services of a similar nature and for each of the last years | The firm having prior experience in providing man power services size to the Government / Private three sector for at least 3 years will be required. | |
| 4 | Details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts | Complete details are mandatory. | |
| 5 | Authority to the Employer to seek references from the Bidder's bankers; | Desirable | |
| 6 | Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount | Complete details are mandatory & to be attached alongwith the bid by the Bidder. | |
| 7 | Reports on the financial standing of the Bidder, as profit and loss statements and auditor's for the past five years; | The minimum amount of liquid assets and/or credit facilities net such of other contractual commitments of the successful Bidder shall be Rs. 5.00 lac. | |
| 8 | a Contract Manager with five years' experience in Services of an equivalent nature and volume, including not less than three years as Manager; | Must | |
| 9 | Bid Security of Rs.2.5 lac only in the form of Bank Guarantee/FDR from Nationalized Bank, in favour of Financial Management Expert, | Must | |
| 10 | CVs of all the required Consultant & Personnel | Must | |

| Sl.No. | Documents Required | Minimum Requirement | Status |
|--------|---|---------------------|--------|
| | shall be submitted along with the Bid duly signed by the concerned persons. | | |

H. Important Note for the Bidders:

1. All certificates shall be duly attested byself attested.
2. The bid shall be opened in presence of bidders who choose to attend the bid opening meeting.

Section IX. Contract Forms

Table of Forms

| | |
|--|----|
| Performance Bank Guarantee (Unconditional) | 72 |
|--|----|

Performance Bank Guarantee (Unconditional)

To: _____

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

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

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

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

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

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

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

Signature and seal of the Guarantor

Name of Bank _____

Address _____

Date _____

unskilled
Persons/2014-15

Fax: 91-5212-298291

E-Mail: dr vardani@rdiffmail.com

Invitation for Bids (IFB)

IDA Credit no. 5298-IN

INDIA

UP Water Sector Restructuring Project (UPWSRP)

National Competitive Bidding (NCB)

Dated: 02.05.2014

1. The Government of India (GOI)/Government of Uttar Pradesh (Go UP) has received for a credit from the International Development Association (IDA) to finance the UP Water Sector Restructuring Project (UPWSRP) Phase-II and intends to apply part of the proceeds of this credit to payments under the contract for the services mentioned in the below table.

2. The DeenDayalUpadhyaya State Institute of Rural Development BakshikaTalab,Lucknow, U.P. Behalf of Government of Uttar Pradesh now invites sealed bids from eligible and qualified bidders for work mentioned in the following table:

| Sl. No. | Bid Document No. | Name of work | Bid Security in Rs. | Date & time of opening of bid |
|---------|---|--------------------|--|-------------------------------|
| 1 | 2/NCB/SIRD/UPWSRP Phase II/Skilled and | Hiring Services of | 2.50 Lac (In Favour Of Director General, | 06 June , 2014 |

3. The bidding document shall be made available for sale from 05-05-2014 to 05-06-2014

on all working days from 11:00 Hrs to 17:00 Hrs IST.

4. A complete set of bidding documents in English may be purchased by interested bidders on submission of a written application to the Director General, Deen Dayal Upadhyaya State Institute of Rural Development Bakshika Talab, Lucknow, U.P. on payment of a nonrefundable fee of **INR Five thousand only (Rs. 5000.00)** by demand draft / Banker's cheque from Nationalize Bank in favour of Director General Deen Dayal Upadhyaya State Institute of Rural Development Bakshika Talab, Lucknow, U.P. **payable at Lucknow, India.** The bid documents may be sent by Speed Post, if requested, so on receipt of the cost of the bid document & additional postal fee Rs. 300 (INR 5000+300=5300). The SIRD UP shall not be responsible for any postal delays. **Late bids will be rejected.**

5. Bids must be delivered to the address below on or before 15:00 hours IST on 06-06- 2014. In the event, this last date being declared as holiday by the State Government, due date for submission of above bid will be the next working day up till the same appointed time. **All bids must be accompanied by a bid security of the amount as mentioned in above table.**

6. Detailed description for all the works of the schedule included in this invitation for bids (IFB) are contained in single bidding document. **Bidders are required to quote for the full quantity of all items of the schedule, failing which such bids will be considered as nonresponsive.**

7. The bid document and TOR is available on website www.sirdup.in from 05.05.2014.

8. Bids will be opened in the presence of the bidders' representatives who choose to attend **the time of bid opening** at the address given above.

9. Electronic bidding shall not be permitted.

10. The under signed reserves the right to cancel any or all the bids /annul the bidding processes without assigning any reason.

11. Interested eligible bidders may obtain further information and purchase the bidding document at the address given below.

Director General,

DeenDayalUpadhaya State Institute of Rural Development,

BakshiKaTalabLucknow, Uttar Pradesh,226202 ---- (U.P.)

Phone: 91-5212-298875/298209

Fax: 91-5212-298291

E-Mail: drvardani@rediffmail.com