



Request for Bids (RFB) Non-Consulting Services (NCS)

National Open Competitive Procurement Two-Envelope Bidding Process with e-Procurement

Project Name : Assam Integrated River Basin Management Project
(AIRBMP)
Loan No : 9487-IN
RFB No : IN-ASDMA-457856-NC-RFB
Contract Title : *Hiring of Training Agency for Implementing Community
Capacity Building Activities under Assam Integrated River
Basin Management Program (AIRBMP)*

NAME OF NON-CONSULTING SERVICE	Hiring of Training Agency for Implementing Community Capacity Building Activities under Assam Integrated River Basin Management Program (AIRBMP)
DATE OF COMMENCEMENT OF DOWNLOADING OF BIDDING DOCUMENT FROM EPROCUREMENT PLATFORM: HTTP://ASSAMTENDERS.GOV.IN	16th January 2025, 1500 Hours up to 15th February 2025, 1500 Hours
DATE AND TIME FOR PRE-BID MEETING	30th January 2025 at 1500 Hours
VENUE FOR PRE-BID MEETING	Office of The Chief Executive Officer PIU-ASDMA 4 th Floor, Monal Tower, GS Road, Dispur, Guwahati-781006, Assam Email: piu.asdma.proc@gmail.com
LAST DATE & TIME FOR SUBMISSION OF BIDS	15th February 2025 up to 1500 Hours
DATE AND TIME FOR OPENING OF TECHNICAL BIDS.	15th February 2025 at 1500 Hours
PLACE OF OPENING OF BIDS	4 th Floor, Monal Tower, GS Road, Dispur, Guwahati-781006, Assam

OFFICER INVITING BIDS	Chief Executive Officer (CEO), Assam State Disaster Management Authority (ASDMA)
ADDRESS FOR COMMUNICATION	Office of The Chief Executive Officer PIU-ASDMA 4 th Floor, Monal Tower, GS Road, Dispur, Guwahati-781006, Assam Email: piu.asdma.proc@gmail.com

GOVERNMENT OF ASSAM

Request for Bids Non-Consulting Services E-Procurement Notice (Two-Envelope Bidding Process with e-Procurement)

NATIONAL OPEN COMPETITIVE PROCUREMENT

Employer : Chief Executive Officer, Assam State Disaster Management Authority
Project : Assam Integrated River Basin Management Project (AIRBMP)
Contract title : Hiring of Training Agency for Implementing Community Capacity Building Activities under Assam Integrated River Basin Management Program (AIRBMP)
Country : India
Loan No. : 9487-IN
RFB No : IN-ASDMA-457856-NC-RFB
Issued on : 16th January 2025

- 1) The Government of Assam through Government of India has received financing from the World Bank toward the cost of the **Assam Integrated River Basin Management Project (AIRBMP)** and intends to apply part of the proceeds toward payments under the contract for “*Hiring of Training Agency for Implementing Community Capacity Building Activities under Assam Integrated River Basin Management Program (AIRBMP)*”.
- 2) The Chief Executive Officer, Assam State Disaster Management Authority, Government of Assam now invites online Bids from eligible Bidders for “*Hiring of Training Agency for Implementing Community Capacity Building Activities under Assam Integrated River Basin Management Program (AIRBMP)*”. Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract. In addition, please refer to paragraphs 3.14 and 3.15 of the “Procurement Regulations” setting forth the World Bank’s policy on conflict of interest.
- 3) Bidding will be conducted through National Competitive Bidding (NCB) procedures as specified in the World Bank’s Guidelines: Procurement in Investment Project Financing Goods, Works, Non-Consulting and Consulting Services by World Bank Borrowers, Fourth Edition November 2020 (“Procurement Guidelines”), and is open to all eligible Bidders as defined in the Procurement Guidelines.
- 4) Interested eligible Bidders may obtain further information from **Office of the Chief Executive Officer, Assam State Disaster Management Authority, Government of Assam, Email: piu.asdma.proc@gmail.com** and inspect the bidding document during office hours **10:00 Hours to 17:00 Hours** at the address given below.

- 5) The bidding document in **English** Language may be downloaded free of cost from **16th January 2025, 1500 Hours till 15th February 2025, 1500 Hours** by the interested eligible bidders from <https://assamtenders.gov.in> only. Bidders will be required to register on the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
- 6) For submission of the Bid, the Bidder is required to have Class 3 Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC. Aspiring Bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may follow the instructions mentioned in the e-procurement portal of Assam at website <https://assamtenders.gov.in>.
- 7) Bids must be submitted online only at <https://assamtenders.gov.in> on or before the deadline of submission/uploading of bids i.e., up to **15th February 2025, 1500 Hours** and the 'Technical Part' of the bids will be opened online immediately after the deadline of submission/uploading of bids. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.
- 8) All Bids must be accompanied by a Bid Security of **INR 8.50 Lakhs** in any one of the forms specified in the RFB which shall be valid for 45 days beyond the validity of the Bid. Procedure for submission of bid security is described in Para 9.
- 9) *The bidders are required to pay the amount against the bid security through RTGS/NEFT/Bank Guarantee only as per the provisions of the <https://assamtenders.gov.in> on or before the bid submission deadline. No hardcopy is required in case of RTGS/NEFT. In case of Bank Guarantee, the hard copy of the Bank Guarantee needs to be submitted on or before the bid submission deadline.*
- 10) A Pre-bid meeting will be held on **30th January 2025 at 1500 Hours** at the **office of the Chief Executive Officer, 04th Floor, Monal Tower, GS Road, Dispur, Guwahati-781006, Assam** to clarify the issues and to answer questions on any matter that may be raised at that stage. Bidders are advised to download the RFB document prior to the Pre-bid meeting in order for them to have a good understanding of the scope of the procurement under the contract, for discussion and clarification at the Pre-bid meeting.
- 11) Other details can be seen in the bidding document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
- 12) The address for communication is as under:

Office of The Chief Executive Officer
PIU-ASDMA

4th Floor, Monal Tower, GS Road, Dispur, Guwahati-781006, Assam
Email: piu.asdma.proc@gmail.com
Phone No.: 0361-2237221

Request for Bids Non-Consulting Services

**Hiring of Training Agency for Implementing Community Capacity Building Activities
under Assam Integrated River Basin Management Program (AIRBMP)**

RFB No: IN-ASDMA-457856-NC-RFB

Project: *Assam Integrated River Basin Management Project (AIRBMP)*

Employer: Chief Executive Officer, Assam State Disaster Management Authority

Country: *India*

Issued on: 16th January 2025

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Part I – Bidding Procedures

Section I - Instructions to Bidders

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Section I - Instructions to Bidders

A. General	
1. Scope of Bid	<p>1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified in the BDS, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFB procurement are specified in the BDS.</p> <p>1.2 Throughout this bidding document:</p> <ul style="list-style-type: none"> (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the BDS, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt; (b) if the context so requires, "singular" means "plural" and vice versa; and (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays; (d) "ES" means environmental and social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)); (e) "Sexual Exploitation and Abuse" "(SEA)" means the following: Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. (f) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider's Personnel with other Service Provider's or Employer's Personnel; (g) "Service Provider's Personnel" is as defined in GCC Sub-Clause 1.1; and (h) "Employer's Personnel" is as defined in GCC Sub-Clause 1.1.

	<p>A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV.</p> <p>1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.</p>
<p>2. Source of Funds</p>	<p>2.1 The Borrower or Recipient (hereinafter called “Borrower”) specified in the BDS has applied for or received financing (hereinafter called “funds”) from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called “the Bank”) in an amount specified in the BDS, toward the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.</p> <p>2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).</p>
<p>3. Fraud and Corruption</p>	<p>3.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Section VI.</p> <p>3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.</p>
<p>4. Eligible Bidders</p>	<p>4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise specified in the BDS. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories</p>

	<p>of all members. Unless specified in the BDS, there is no limit on the number of members in a JV. In case of a successful bid, the joint venture agreement shall be registered in the place specified in BDS so as to be legally valid and binding on members.</p> <p>4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:</p> <ul style="list-style-type: none"> (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
	<ul style="list-style-type: none"> (e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules and Bill of Quantities, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.
	<p>4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative</p>

	<p>Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a sub-contractor in more than one Bid.</p>
	<p>4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.</p>
	<p>4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.</p>
	<p>4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.</p>
	<p>4.7 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.</p>
	<p>4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.</p>
	<p>4.9 Deleted.</p> <p>4.10A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.</p>

	4.11 Deleted.
5. Qualification of the Bidder	5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
6. Sections of Bidding Document	<p>6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.</p> <p style="text-align: center;">PART 1: Bidding Procedures</p> <ul style="list-style-type: none"> • Section I - Instructions to Bidders (ITB) • Section II - Bid Data Sheet (BDS) • Section III - Evaluation and Qualification Criteria • Section IV - Bidding Forms • Section V - Eligible Countries • Section VI - Fraud and Corruption <p style="text-align: center;">PART 2: Employer's Requirements</p> <ul style="list-style-type: none"> • Section VII - Employer's Requirements <p style="text-align: center;">PART 3: Contract</p> <ul style="list-style-type: none"> • Section VIII - General Conditions of Contract (GCC) • Section IX - Special Conditions of Contract (SCC) • Section X - Contract Forms
	6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.
	<p>6.3 Unless obtained directly from the Employer or downloaded from the official website specified in the 'E-Procurement Notice', the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 9. In case of any contradiction, documents obtained directly from the Employer or downloaded from the official website specified in the 'E-Procurement Notice' shall prevail.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.</p>

7. Site Visit	7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the locations 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 locations of required Services and its surroundings shall be at the Bidder's own expense.
8. Clarification of Bidding Document	8.1 The electronic procurement system specified in the BDS provides for online clarifications. A Bidder requiring any clarification of the bidding document may notify the Employer online on the e-procurement system. Clarifications requested through any other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS . Description of clarification sought, and the response of the Employer shall be uploaded on the e-procurement system for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.
9. Amendment of Bidding Document	<p>9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda. The addendum will appear on the e-procurement system under "Latest Corrigendum" and email notification is also automatically sent to those bidders who have started working on the tender, or as otherwise specified in BDS. The Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.</p> <p>9.2 Any addendum issued shall be part of the bidding document and shall be deemed to have been communicated to all bidders.</p> <p>9.3 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 23.2 below.</p>
B. Preparation of Bids	
10. Cost of Bidding	10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
11. Language of Bid	11.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

<p>12. Documents Comprising the Bid</p>	<p>12.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously.</p> <p>12.2 The Technical Part shall contain the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid -Technical Part, prepared in accordance with ITB 13; (b) Bid Security or Bid-Securing Declaration in accordance with ITB 20.1; (c) Alternative Bid - Technical Part: if permissible in accordance with ITB 14, the Technical Part of any Alternative Bid; (d) Authorization: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3; (e) Qualifications: documentary evidence in accordance with ITB 18 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted; (f) Bidder’s Eligibility: documentary evidence in accordance with ITB 18 establishing the Bidder’s eligibility to Bid; (g) Conformity: documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and (h) any other document required in the BDS.
	<p>12.3 The Financial Part shall contain the following:</p> <ul style="list-style-type: none"> (a) Letter of Bid – Financial Part: prepared in accordance with ITB 13 and ITB 15; (b) Schedule: Priced Activity Schedule and Priced Bill of Quantities completed in accordance with ITB 13 and ITB 15; (c) Alternative Bid - Financial Part: if permissible in accordance with ITB 14, the Financial Part of any Alternative Bid; and (d) any other document required in the BDS. <p>12.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.</p> <p>12.5 In addition to the requirements under ITB 12.2, Bids submitted by a JV shall include in the Technical Part a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.</p> <p>12.6 The Bidder shall furnish in the Letter of Bid- Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>

<p>13. Process of Bid Submission</p>	<p>13.1 The Letter of Bid - Technical Part, Letter of Bid- Financial Part and Priced Activity Schedule and Priced Bill of Quantities, and all documents listed under Clause 12 shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.</p> <p>13.2 Entire Bid including the Letters of Bid and filled-up Activity Schedule and Bill of Quantities shall be submitted online on e-procurement system specified in ITB 8.1. Details and process of online submission of the tender and relevant documents are given on the website mentioned above. Scanned copies of documents listed in ITB clauses 12 and 13.3 should also be uploaded on this website.</p> <p>13.3 Submission of Original Documents: The bidders are required to separately submit (i) original payment documents towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); and (ii) original bid security or Bid-Securing Declaration in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office specified in the BDS, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted. These original documents shall be sealed in an envelope(s) that (a) shall bear the name and address of the Bidder; (b) shall be addressed to the Purchaser; and (c) shall bear the specific identification of this bidding process as indicated in BDS 1.1.</p>
<p>14. Alternative Bids</p>	<p>14.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer.</p>
	<p>14.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the BDS and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.</p>
	<p>14.3 When specified in the BDS, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified in the BDS, as will the method for their evaluating, and described in Section VII, Employer's Requirements.</p>
<p>15. Bid Prices and Discounts</p>	<p>15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid - Financial Part and in the Priced Activity Schedule(s) and Priced Bill of Quantities shall conform to the requirements specified below.</p>
	<p>15.2 All lots (contracts) and items must be listed and priced separately in the Priced Activity Schedule(s) and Priced Bill of Quantities.</p>

	15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications, based on the Priced Activity Schedule and Priced Bill of Quantities, submitted by the Bidder.
	15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 13.1.
	15.5 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications and listed in the Activity Schedule and Bill of Quantities in Section VII, Employer’s Requirements. 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 Priced Activity Schedule and Priced Bill of Quantities. Corrections if any, in the bid can be carried out by editing the information before electronic submission on e-procurement system.
	15.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid price submitted by the Bidder.
	15.7 If provided for in the BDS , the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
	15.8 Deleted.
	<p>15.9 Bidders may like to ascertain availability of tax/duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (Service Provider). The bidder shall furnish along with its bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding document. Where the bidder has quoted taking into account such benefits, it must give all information required for issue of certificates in terms of the Government of India’s relevant Notifications as per the declaration format. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the construction equipment/ machinery/ goods for which certificate is required is Nil.</p> <p>To the extent the Employer determines the quantities indicated therein are reasonable keeping in view the specifications/performance requirements, proposed work method and schedule, the certificates will be issued within 60 [sixty] days of signing of contract and no subsequent changes will be permitted. In case of materials pertaining to Variation items and quantities, the certificate shall be issued only</p>

	<p>on request from the Service Provider when in need, and to the extent the Employer determines the quantities indicated therein are reasonable. No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement.</p> <p>If the bidder has considered the tax/duty exemption for materials/construction equipment to be bought for the work, the bidder shall confirm and certify that the Employer will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate.</p> <p>The bids which do not conform to the above provisions or any condition by the bidder which makes the bid subject to availability of tax/ duty exemption or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected. Any delay in procurement of the construction equipment/ machinery/goods as a result of the above shall not be a cause for granting any extension of time.</p>
<p>16. Currencies of Bid and Payment</p>	<p>16.1 The unit rates and prices shall be quoted by the Bidder and shall be paid for by the Employer, entirely in Indian Rupees.</p>
<p>17. Documents Establishing Conformity of Services</p>	<p>17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements.</p> <p>17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.</p>
<p>18. Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>18.1 To establish their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.</p> <p>18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</p> <p>18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.</p>
<p>19. Period of Validity of Bids</p>	<p>19.1 Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Employer in accordance with ITB 9. A Bid that is not valid until the date specified in the BDS, or any</p>

	<p>extended date if amended by the Employer in accordance with ITB 9, shall be rejected by the Employer as nonresponsive.</p> <p>19.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing on the e-procurement system and through e-mails. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.</p> <p>19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity specified in accordance with ITB 19.1, the Contract price shall be determined as follows:</p> <ul style="list-style-type: none"> (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified in the BDS; (b) in the case of adjustable price contracts, no adjustment shall be made; (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.
<p>20. Bid Security</p>	<p>20.1 The Bidder shall furnish as part of the Technical Part its Bid, either a Bid-Securing Declaration or a Bid security, as specified in the BDS, in original form and, in the case of a Bid Security, in the amount specified in the BDS.</p> <p>20.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.</p> <p>20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:</p> <ul style="list-style-type: none"> (a) an unconditional guarantee issued by a nationalized/ scheduled bank located in India; (b) an irrevocable letter of credit issued by a Nationalized/ Scheduled bank located in India; (c) a cashier's or certified check or demand draft from a Nationalized/ Scheduled bank located in India; or (d) another security specified in the BDS, <p>If the unconditional guarantee is issued by an institution located outside India, it shall be counter signed by a Nationalized/Scheduled bank located in India, to make it enforceable. In the case of a bank guarantee, the Bid security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for forty-five (45) days</p>

	<p>beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2.</p> <p>20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.</p> <p>20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.</p> <p>20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.</p> <p>20.7 The Bid Security may be forfeited, or the Bid-Securing Declaration may be executed:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws/modifies/substitutes its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letters of Bid or any extended date provided by the Bidder; or if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 34; or (b) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB 45; or (ii) furnish a performance security in accordance with ITB 46. <p>20.8 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 into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.5.</p> <p>20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letters of Bid, or any extended date provided by the Bidder; or if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 34; or (b) if the successful Bidder fails to: <ul style="list-style-type: none"> (ii) sign the Contract in accordance with ITB 45; or (iii) furnish a performance security in accordance with ITB 46; <p>the Borrower may, if provided for in the BDS, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated in the BDS.</p>
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<p>21. Format and Signing of Bid</p>	<p>21.1 The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 12 and ITB 22.</p> <p>21.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business.</p> <p>21.3 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be uploaded along with the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature.</p> <p>21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the Bid.</p> <p>21.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>
<p>C. Online Submission of Bids</p>	
<p>22. Preparation of Bids</p>	<p>22.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 8.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Request for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Request for Bids and can view the details of Non-Consulting Services for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration on the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any certifying agency authorized by the Government of India (for class of DSC specified in BDS).</p> <p>22.2 As part of the enrolment process, bidders are required to choose unique username and assign a password for their accounts. Upon enrolment, the Bidders will be required to register their valid Digital Signature Certificate (DSC) with their profile. The bidders should register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-procurement system. A bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, along with the bid, otherwise the bid will be rejected.</p> <p>22.3 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement system along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.</p>

	<p>22.4 All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a bid summary and a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission, and a copy should be retained by the Bidder.</p> <p>22.5 Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.</p>
23. Deadline for Submission of Bids	<p>23.1 Bids, both Technical and Financial Parts, must be uploaded online no later than the date and time specified in the BDS. The server time will be considered as the standard time for referencing the deadlines for submission of the bids, opening of bids etc.</p> <p>23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
24. Late Bids	<p>24.1 The electronic procurement system would not allow any late submission of bids after due date & time as per server time.</p>
25. Withdrawal, Substitution and Modification of Bids	<p>25.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement system, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed if specified in BDS).</p>
	<p>25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall not be opened.</p>
	<p>25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letters of Bid or any extended date thereof. This will result in the forfeiture of the Bid Security or execution of the Bid-Securing Declaration pursuant to ITB 20.7.</p>
D. Public Opening of Technical Parts of Bids	
26. Public Bid Opening of	<p>26.1 The Employer shall, at the Bid opening, publicly open Technical Parts of all Bids received by the deadline at the date, time and place specified in the BDS in the presence of Bidders' designated representatives and</p>

<p>Technical Parts of Bids</p>	<p>anyone who chooses to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 13.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 13.3 will be declared non-responsive and will not be opened. Thereafter bidder's names, the presence or absence of a Bid Security or Bid Securing Declaration, if one was required, Alternative Bids – Technical Parts, if any, and such other details as the Employer may consider appropriate will be notified, online by the Employer at the time of bid opening.</p> <p>26.2 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, and technical parts of Alternative Bids, if any, that are opened at Bid opening of Technical Parts shall be considered further for evaluation.</p>
<p>E. Evaluation of Bids – General Provisions</p>	
<p>27. Confidentiality</p>	<p>27.1 Information relating to the evaluation of the Technical Part shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until the notification of evaluation of the Technical Part in accordance with ITB 32. Information relating to the evaluation of Financial Part, the evaluation of combined Technical Part and Financial Part, and recommendation of contract award shall not be disclosed to Bidders, or any other persons not officially concerned with the RFB process until the Notification of Intention to Award the Contract is transmitted to Bidders in accordance with ITB 41. In cases where ITB 41 is not applicable, such information shall not be disclosed until Notification of Award is transmitted in accordance with ITB 43.</p> <p>27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.</p> <p>27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.</p>
<p>28. Clarification of Bids</p>	<p>28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Priced Activity Schedule and Priced Bill of Quantities, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing and shall be delivered to concerned bidders through</p>

	<p>e-procurement system/ official email id mentioned in IFB. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 34.</p> <p>28.2 The bidder shall respond to the queries on e- procurement system. If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer’s request for clarification, its Bid may be rejected.</p>
29. Nonmaterial Nonconformities	<p>29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonmaterial nonconformities in the Bid.</p> <p>29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price or substance of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p>
F. Evaluation of Technical Part of Bids	
30. Determination of Responsiveness, Eligibility and Qualifications	<p>30.1 The Employer’s determination of the Technical Part’s responsiveness shall be based on the contents of the Bid itself, as specified in ITB 12.</p> <p>30.2 Preliminary examination of the Technical Part shall be carried out to identify bids that are incomplete, invalid or substantially nonresponsive to the requirements of the Bidding documents. A substantially responsive Bid is one that materially conforms to the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> <ul style="list-style-type: none"> (a) if accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or (ii) limit in any substantial way, inconsistent with the bidding document, the Employer’s rights or the Bidder’s obligations under the proposed Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. <p>30.3 The Employer shall determine to its satisfaction whether the Bidders that have been assessed to have submitted substantially responsive Bids are eligible, and meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>30.4 The determination shall be based upon an examination of the documentary evidence of the Bidder’s eligibility and qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the</p>

	<p>Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm.</p> <p>30.5 Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.</p> <p>30.6 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 31.</p>
31. Detailed Evaluation of Technical Part	31.1 The Employer's evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria
	31.2 The scores to be given to technical factors and sub factors are specified in the BDS.
G. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	
32. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	<p>32.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered substantially non-responsive to the bidding document or failed to meet the eligibility and qualification requirements, advising them of the following information:</p> <ul style="list-style-type: none"> (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document; (b) their Financial Part of Bid will not be opened; and (c) notify them of the date, time and location of the public opening of Financial Parts of the Bids. <p>32.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information:</p> <ul style="list-style-type: none"> (a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements; (b) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and

	<p>(c) notify them of the date, time and location of the second public opening of the Financial Parts of the Bids, as specified in the BDS.</p> <p>32.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 32.1 and 32.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITB 48.1. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the technical scores, the Bid prices, including any discounts and Alternative Bid - Financial Part if any, and such other details as the Employer may consider appropriate, will be notified online by the Employer at the time of bid opening.</p> <p>32.4 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Parts of Bids, Financial Parts of Alternative Bids, if permitted, and discounts that are opened at Bid opening shall be considered further for evaluation.</p>
<p>H. Evaluation of Financial Part of Bids</p>	
<p>33. Adjustments for Nonmaterial Nonconformities</p>	<p>33.1 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only to reflect the price of a missing or non-conforming item or component, by adding the average price of the item or component quoted by substantially responsive Bidders. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate</p>
<p>34. Correction of Arithmetic Errors</p>	<p>34.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetic errors on the following basis:</p> <ul style="list-style-type: none"> (a) if there is discrepancy between the unit price and the line-item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line-item total shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

	<p>34.2 Bidders shall be requested to accept correction of arithmetic errors. Failure to accept the correction in accordance with ITB 34.1, shall result in the rejection of the Bid and the Bid Security may be forfeited or the Bid-Securing Declaration may be executed in accordance with ITB Sub-Clause 20.7.</p>
<p>35. Evaluation Process, Financial Parts</p>	<p>35.1 To evaluate the Financial Part, the Employer shall consider the following:</p> <ul style="list-style-type: none"> (a) price adjustment for correction of arithmetic errors in accordance with ITB 34.1; (b) price adjustment due to discounts offered in accordance with ITB 15.4; (c) not used; (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 33.1; (e) excluding provisional sums and the provision, if any, for contingencies in the Priced Activity Schedule and Priced Bill of Quantities but including Daywork, when requested in the Specifications; and (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria. <p>35.2 If price adjustment is allowed in accordance with ITB 15.7, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.</p> <p>35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), each lot will be evaluated separately to determine the Most Advantageous Bid using the methodology specified in in Section III, Evaluation and Qualification Criteria. Discounts that are conditional on the award of more than one lot or slice shall not be considered for Bid evaluation.</p>
<p>36. Conversion to Single Currency and Margin of Preference</p>	<p>36.1 Not Used.</p> <p>36.2 Margin of domestic preference shall not apply.</p>
<p>37. Abnormally Low Bids</p>	<p>37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.</p> <p>37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise specified in the BDS, shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope,</p>

	<p>proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.</p> <p>37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.</p>
<p>I. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award</p>	
<p>38. Evaluation of combined Technical and Financial Parts</p>	<p>38.1 The Employer's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified in the BDS. The Employer will rank the Bids based on the evaluated Bid score (B).</p> <p>38.2 The Employer will determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score.</p>
<p>39. Employer's Right to Accept Any Bid, and to Reject Any or All Bids</p>	<p>39.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.</p>
<p>40. Standstill Period</p>	<p>40.1 Standstill Period shall not apply.</p> <p>[Note 1: where it is proposed to permit Standstill Period, incorporate all changes as indicated in Attachment 2 at the end of this document.</p> <p>Note 2: Standstill period shall not apply where only one bid is submitted or where the bidding process is in response to an emergency situation recognized by the Bank].</p>
<p>41. Notification of Intention to Award</p>	<p>41.1 Not Used.</p>
<p>J. Award of Contract</p>	
<p>42. Award Criteria</p>	<p>1.1 Subject to ITB 39, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid.</p>
<p>43. Notification of Award</p>	<p>43.1 Prior to the date of expiry of the Bid validity, or any extension thereof, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of</p>

	Acceptance”) shall specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
	<p>43.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> (a) name and address of the Employer; (b) name and reference number of the contract being awarded, and the selection method used; (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated; (d) name of Bidders whose Bids were rejected and the reasons for their rejection; and (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.
	43.3 The Contract Award Notice shall be published on a National website (GoI website https://etenders.gov.in or GoI Central Public Procurement Portal https://eprocure.gov.in/cppp/) or on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette, and on the e-procurement system.
	43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
44. Debriefing by the Employer	Not used.
45. Signing of Contract	<p>45.1 Promptly upon Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder.</p> <p>45.2 Within twenty-one (21) days of receipt of Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with ITB Clause 46, and revised methodology for delivery of services; (b) if the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid; and (c) shall sign, date and return the Agreement to the Employer along with the documents stated at (a) and (b) above.</p>
46. Performance Security	46.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, and in the amount and form stipulated in the BDS .

	<p>46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.</p>
<p>47. Adjudicator</p>	<p>47.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at daily rate specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the 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.</p>

Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is IN-ASDMA-457856-NC-RFB</p> <p>The Employer is: Chief Executive Officer, Assam State Disaster Management Authority</p> <p>The name of the RFB is Hiring of Training Agency for Implementing Community Capacity Building Activities under Assam Integrated River Basin Management Program (AIRBMP)</p> <p>The number and identification of lots (contracts) comprising this RFB is: One</p>
ITB 1.2(a)	The Employer shall use the e-procurement system specified in BDS 8.1.
ITB 1.3	The Intended Completion Date is Twelve (12) Months from the date of Notice to Proceed with the services.
ITB 2.1	<p>The Borrower is Govt. of India and Co-Borrower is Govt. of Assam.</p> <p>Loan Agreement Amount: US\$ 108 Million.</p> <p>The name of the Project is: Assam Integrated River Basin Management Program (AIRBMP)</p>
ITB 4.1	Joint Ventures are not permitted.
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
	B. Contents of Bidding Document
ITB 7	<p>The existing "ITB 7" is renamed as "ITB 7. Site Visit, Pre-Bid Meeting"</p> <p>The following are inserted as new sub-clauses:</p> <p>"7.2 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-Bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>7.3 The Bidder is requested, to submit any questions only through the e-procurement system, not later than one week before the meeting. Clarifications requested through any other mode shall not be considered by the Employer.</p>

	<p>7.4 Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be uploaded online on e-procurement system. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the <i>Employer</i> exclusively through the issue of an addendum pursuant to ITB 9 and not through the minutes of the pre-Bid meeting. It is the bidder's responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder."</p>
ITB 7.2	<p>A Pre-Bid meeting <i>shall</i> take place at the following date, time, and place:</p> <p>Date: 30th January 2025</p> <p>Time: 1500 Hours</p> <p>Address: Office of the Chief Executive Officer, 04th Floor, Monal Tower, GS Road, Dispur, Assam</p> <p>City: Guwahati</p> <p>Postal Code: 781006</p> <p>Country: India</p> <p>Telephone: 0361-2237221</p> <p>Electronic mail address: piu.asdma.proc@gmail.com</p> <p>The Pre-Bid meeting will also be connected virtually through live video conference, for which the electronic connection link will be sent through email by the Employer - two (2) calendar days before the meeting.</p> <p>For obtaining the electronic connection link, the participating bidders must submit a request through e-mail at least 2(two) calendar days before the scheduled date of pre-bid meeting to the Employer. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. The person attending the pre-bid conference should have valid authorization from the authorized signatory of the prospective bidder.</p>
ITB 7.3	<p>The Bidder is requested, to submit any questions only through the e-procurement system, not later than 2 days before the meeting. Clarifications requested through any other mode shall not be considered by the Employer.</p>
ITB 8.1	<p>Electronic – Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process: https://assamtenders.gov.in</p> <p>Requests for clarification should be received by the Employer no later than: 14 days prior to the deadline for submission of Bids in accordance with ITB 23. Clarifications shall be sent only through https://assamtenders.gov.in. No other mode shall be entertained</p>

	<p>[Note: e-procurement system of NIC also provides a 24x7 e-procurement portal (CPP) Helpdesk for any queries relating to the process of online bid submission or relating to e-procurement portal in general. For any Technical queries related to Operation of the Central Public Procurement Portal Contact at: Tel: The 24 x 7 Telephonic Help Desk Number 0120-4001 002, 0120-4001 005, 0120-6277 787.</p> <p>E-Mail: support-eproc@nic.in</p>
ITB 9.1	<p>A bidder has multiple options built in the e-procurement system for searching active bids by several parameters. These parameters could be Bid ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search, wherein a bidder may combine a number of search parameters to search for a bid.</p> <p>Once a bid has been selected, the bidder may download the required documents/ bid schedules and move them to the respective ‘My Bids’ folder. This would enable the e-procurement system to intimate the bidder through SMS/ e-mail regarding any corrigendum issued to the bid document.</p> <p>The bidder should make a note of the unique Bid ID assigned to each bid to obtain any clarification/ help, if required from the Helpdesk (BDS 8.1 also refers)</p>
	C. Preparation of Bids
ITB 12.2 (h)	<p>The Bidder shall submit the following additional documents in its Technical Bid:</p> <ul style="list-style-type: none"> • Copy of Firm/Company Registration along with Memorandum of Association (MoA) and/or Articles of Association (AoA) • The written confirmation of authorization to sign on behalf of the Bidder which shall consist of Legally valid Power of Attorney to demonstrate the authority of the signatory to sign the Bid as per ITB BDS 21.3 • Description of the overall management approach toward planning and implementing the contract, if awarded, including an organization chart for the management of the contract. • Details of the Bidder’s internal technical and quality assurance review mechanisms, all the appropriate quality certificates, and other documents attesting to the superiority of the quality of the services and technologies to be supplied. • Brochures and documents in support of solution to be provided and equipment to be used in support of the method statement as necessary. • Sample training module package developed previously for similar kind of projects. The bidder should submit an online link for accessing the same. • All requirements mentioned in Section IV of the bid document. • Copy of PAN and ITR from Income Tax Department. • Valid certificate of completed assignments. • The bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the bidder during the last five years prior to the deadline of submission of bids.

	<ul style="list-style-type: none"> • Empanelment Certificate in government organizations. • Any other relevant document
ITB 12.3 (d)	The Bidder shall submit the following additional documents in the Financial Part of its Bid: <i>NIL</i>
ITB 13	<p>Note for Bidders: Bidders have to submit the bids on the e-procurement system along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-procurement system. The rest of the forms shall be download by the bidders and filled-up. The filled-up pages shall then be scanned and uploaded on the e-procurement system along with the scanned copies of the supporting documents. Documents which are to be submitted as scanned documents shall be printed or written in indelible ink (or legible photocopies in the case of copies) and all the pages shall be signed by person or persons duly authorized to sign on behalf of the Bidder before scanning and uploading.</p> <p>To avoid time and effort required in uploading the same set of standard documents which are required to be uploaded as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders in the NIC e-procurement system. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid and need not be uploaded again and again.</p> <p>My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of e-Technical Bid.</p>
ITB 13.3	<p>For submission of original documents, the Employer’s address is: Attention: Chief Executive Officer, Assam State Disaster Management Authority, Government of Assam Address: 4th Floor, Monal Tower, GS Road, Guwahati -781006, Assam, INDIA</p>
ITB 14.1	Alternative Bids “ <i>shall not be</i> ” considered.
ITB 14.2	Alternative times for completion “ <i>shall not be</i> ” permitted.
ITB 14.3	Alternative technical solutions shall “ <i>shall not be</i> ” permitted.
ITB 15.7	The prices quoted by the Bidder “ <i>shall not</i> ” be subject to adjustment during the performance of the Contract.
ITB 19.1	The Bid validity period shall be 120 days from the last date of submission of Bids.
ITB 19.3 (a)	NOT APPLICABLE

ITB 20.1	<p>A Bid Security “<i>shall be</i>” required.</p> <p>All the bids must be accompanied by a Bid Security of INR 8.50 Lakhs which shall be valid for 45 days beyond the validity of the Bid. In case of Bank Guarantee, the original bank guarantee has to be mandatorily submitted on or before the last date and time of submission of bids.</p> <p><i>Only the original Bid Security needs to be submitted. The hard copy of the bid security in case of Bank Guarantee shall be submitted by the Bidder either by courier/speed post/registered post/by hand to the office of the Employer on or before the last date and time of bid submission failing which the bid shall be declared “Non-Responsive” and shall not be opened. The Employer shall not be responsible for any postal delays. In case of RTGS/NEFT payment, no hard copy is required. Exemption in the e-procurement portal against Bid Security is given only to submit the Bid Security in the form of Bank Guarantee. No exemption in any requirement of the RFB is provisioned for any MSME/Startups.</i></p>
ITB 20.3 (b) and (c)	Deleted
ITB 20.3 (d)	Other types of acceptable securities: <i>RTGS/NEFT only as per the provisions of the https://assamtenders.gov.in. No hard copy is required.</i>
ITB 20.9	NOT APPLICABLE
ITB 21.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid</i>
D. Online Submission of Bids	
ITB 22.1	Class of DSC required is: Three (3)
ITB 23.1	<p>The deadline for uploading the Bids is:</p> <p>Date: 15th February 2025</p> <p>Time: 1500 Hours</p>
ITB 25.1	Re-submission of the bid is not <i>allowed as per functionality of the e-Procurement Portal only up to the last date and time of the bid submission/uploading</i> , if withdrawn
E. Public Opening of Technical Parts of Bids	
ITB 26.1	<p>The online Bid opening shall take place immediately after the deadline for bid submission.</p> <p>Bidders also have the option to attend the bid opening in the Purchaser's office at:</p> <p>Office of the Chief Executive Officer Assam State Disaster Management Authority, Government of Assam</p>

	4 th Floor, Monal Tower, GS Road, Guwahati -781006, Assam, INDIA Date: 15 th February 2025 Time: 1500 Hours
G. Evaluation of Technical Part of Bids	
ITB 31.2	<i>NOT APPLICABLE</i>
H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	
ITB 32.2 (c)	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the date and time of the public opening of Financial Parts of Bids.</p> <p>In addition to the above the Employer shall publish a notice of the public opening of the Financial Parts of the Bid on its website http://assamtenders.gov.in</p> <p>In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.</p>
I. Evaluation of Financial Part of Bids	
ITB 35.1 (f)	NOT APPLICABLE
ITB 35.3	Not Applicable. Multiple lots are not included in this procurement.
ITB 37	<p>The existing “ITB 37” is renamed as “ITB 37(a). Abnormally Low Bids”</p> <p>The following is inserted as a new clause “ITB 37(b)”</p> <p>“ITB 37(b). Unbalanced or Front-Loaded Bids</p> <p>37.4 If the Bid for an admeasurement contract, which results in the lowest evaluated cost, in the Employer’s opinion, seriously unbalanced or front loaded the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.</p> <p>37.5 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:</p> <p>(a) accept the Bid without any additional Performance Security; or</p> <p>(b) require that the amount of the performance security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract price to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract; or</p> <p>(c) reject the Bid if the risk cannot be mitigated through additional performance security.”</p>

ITB 37.2	Provisions related to Abnormally Low Bids do not apply.
J. Evaluation of Combined Technical and Financial Parts and Most Advantageous Bid	
ITB 38	<p>Where rated criteria are not used for evaluation, ITB 38.1 is deleted.</p> <p>Where rated criteria are not used for evaluation, ITB 38.2 is substituted with the following:</p> <p>“38.2 The Employer will determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the lowest evaluated cost.”</p>
ITB 38.1	<i>NOT APPLICABLE</i>
K. Award of Contract	
ITB 46.1	The Performance Security shall be denominated in INR for an amount equal to 10% percent of the Contract Price in unconditional Bank Guarantee issued by a Nationalized or Scheduled Bank located in India and pledged in favour of the Chief Executive Officer, Assam State Disaster Management Authority, Government of Assam and shall be valid for a period till 60 days beyond the complete contractual obligations.
ITB 47	<p>The proposed Adjudicator is Shri. Vinod Kumar Chandak</p> <p>The fee for this proposed Adjudicator shall be INR 20,000/- per day of effective hearing plus reimbursable expenses (actual boarding, lodging, travel, and other incidental expenses), which shall be borne by both the parties equally.</p> <p>The biographical data (CV) of the proposed Adjudicator is attached at the end of the BDS Section.</p>

CURRICULUM VITAE (CV)

- 1) NAME: Shri Vinod Kumar Chandak
- 2) Date of Birth: 07/06/1962, Age- 62 years.
- 3) Present /Permanent/ Correspondence Address: -Flat no- 5A, Garima Grand Building, Dr. B. Baruah road, Ulubari, P.S.- Paltan Bazar, Dist: - Kamrup (M), Guwahati Pin- 781007, Guwahati, Assam
- 4) Educational Qualification: - M.A.(Eco), M.com, LLB passed from Guwahati University.
- 5) Previous Appointment: - Joined Grade III of Assam Judicial Service in the year 1995, on being selected by the Hon'ble Guwahati High Court. Served more than 27 Years of successful Judicial Service in different post at different places till I went on retirement on 30.06.2023 on superannuation.
- 6) Experience as per Eligibility: -Worked as District & Sessions Judge and other Grade – I post of the District Judiciary for about 10 years out of total service period of about 27 years. I also gained diversified experience while working at the Registry of Hon'ble Guwahati High Court as Deputy Registrar (Judl), Joint Registrar-I (Judl) and Registrar (Administration) apart from serving as Judicial Officer throughout the State of Assam. I also gained judicial as well as administrative experience in Government Department.

I worked as Dist. & Sessions Judge, as per details given, herein below. :-

Name of the Post	Name of District	Period
District & Sessions Judge	Jorhat	08.04.16 to 30.01.2019
District & Sessions Judge	Barpeta	31.01.2019 to 21.11.2020
District & Sessions Judge	Golaghat	23.11.2020 to 30.06.2022

- 7) Other Experience: - I have worked as Recovery Officer and Registrar-in-charge at Debt Recovery Tribunal, Guwahati for about 2 years. Also worked as Special Judicial Magistrate, CBI, Assam and N.F. Railway, Guwahati apart from working as Judicial Magistrate at Ghty and was exposed to different financial matters and financial Acts.

At present, I am working as Adjunct Faculty in the Royal School of Law & Administration under Assam Royal Global University, Guwahati apart from Guest Faculty at Tezpur University. I am also the Member of a Committee as Legal Services Unit for Children (LSUC) under NALSA (Child Friendly Legal Services for Children) Scheme, 2024 as well as the Member of a Committee as Legal Services Unit: Mononyay under NALSA (Legal Services to Persons with Mental Illness and Persons with Intellectual Disabilities) Scheme, 2024. I am also working as Resource Person for different legal programs of Govt as well as NGOs. I also work as Arbitrator.

- 8) Email address: - vinodchandakglp@rediffmail.com

Place: Guwahati, Assam

Date: 26/11/2024

Section III - Evaluation and Qualification Criteria

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1. Qualification

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

- (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; (**Not Applicable**)
- (e) qualifications and experience of key 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;
- (j) ***SUB-CONTRACTING: NOT ALLOWED***

1.2 Bids submitted by a joint venture of two or more firms as members shall comply with the following requirements, unless otherwise stated **below**: **NOT APPLICABLE**

1.3 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria as stated in **1.4**:

- (a) annual volume of Services of at least the amount specified **below**;
- (b) experience as service provider in contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement) as specified **below**;
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed **in below**;
- (d) Suitably qualified key personnel specified **below** and other key personnel that the Bidder considers appropriate to perform the Services; 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 **below**.

1.4 Qualification Requirements

Joint Ventures	NOT APPLICABLE		
Annual Volume	The minimum required annual volume of Services for the successful Bidder in any of the last five years 2019-20,2020-21,2021-22,2022-23,2023-24 shall be: INR 4.25 Crores		
Experience	<p>Either One Similar Contract (completed) of minimum value INR 3.40 Crores</p> <p>or</p> <p>Two Similar contracts each (completed) of minimum value INR 2.15 Crores</p> <p>or</p> <p>Three Similar contracts each (completed) of minimum value INR 1.70 Crores</p> <p>The similar experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last five years the following:</p> <ul style="list-style-type: none"> • The Service Provider/ Firm/Agency should have adequate key personnels having wide experience of providing capacity building training to the communities for disaster related projects. • The firm should have proven experience on participatory approaches for engaging communities during a training session. • A brief description (3 pages CV) of educational qualifications and experience for the key professionals, proposed for this bid (as per Section VII), shall be submitted as per the format provided in Section-IV of the RFB. 		
Essential Equipment	Not Applicable		
Key Personnel	The Key Personnel required for the project implementation are:		
	Sl. No	Key Personnel	Required Qualification and Experience
	1	Team Leader	1 Postgraduate in Disaster Management or any relevant field with at least 15 years of experience of organizing training programme in the field of Disaster Risk Management.

			Experience of externally aided projects is desirable.
	2	Training and Capacity Building specialist	1 Postgraduate in Disaster Management or any related field with at least 10 years of relevant experience in conducting LNA, TNA, training planning, module development, implementations & monitoring of training programmes/capacity building tools. Certification from ISTD (Indian Society for Training & Development) is desirable.
	3	Resource Persons/ Trainers (First Aid, Search & Rescue, Relief Management, Shelter Management and WASH)	10 Graduate in any relevant discipline with atleast 5 years of experience in the area of Disaster Management, Emergency Response, Public Safety, or any relevant field. Advanced degrees or certifications in CBDRR, humanitarian response, or risk management will be an advantage. Demonstrated experience in facilitating training sessions specifically designed for disaster response task forces, including practical and scenario-based training. Previous experience working with recognized agencies, such as Civil Defense, SDRF (State Disaster Response Force), NDRF (National Disaster Response Force), or similar organizations, is highly desirable. Experience in coordinating multi-agency training or emergency

				<p>simulations is an added advantage.</p> <p>Ability to adapt training methods, Skilled in developing and customizing training materials, exercises, and simulations/mock-drill that reflect current standards and best practices.</p> <p>Certification in Training of Trainers (ToT) from a recognized and reputed agency is essential.</p> <p>Knowledge of regional dialect/local languages is essential.</p>
	<p>The persons of the following department(s) are not permitted to be in the employment of the Bidder.</p> <p>(i) Assam State Disaster Management Authority.</p> <p>(ii) Water Resources Department.</p> <p>(iii) Flood and River Erosion Management Agency of Assam.</p> <p>(iv) Revenue and Disaster Management Department.</p> <p>CV of the above personnel shall be submitted as per prescribed format attached herewith</p>			
Liquid Assets	<p>The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be INR 1.00 Crore.</p> <p><i>[availability to be certified by a Nationalized/ Scheduled Bank located in India in the specified format]</i></p>			
Subcontractors	NOT APPLICABLE			

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

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

2. Evaluation of Technical Proposal

2.1 Assessment of adequacy of Technical Proposal with Requirements in accordance with ITB 31.1. If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected, and Financial Part of that Bid shall not be opened: Additionally bidder shall submit *(i) a detailed note outlining its proposed methodology and work program backed with equipment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the services as per technical specifications and requirement in Section VIII under part II:Employer's requirement within the stipulated period of completion as per milestones.*

3. Financial Evaluation

3.1 Criteria for Financial Evaluation

In addition to the criteria listed in ITB 35.1 (a) – (e) the following criteria shall apply: ***NOT APPLICABLE***

3.2 Alternative Completion Time

An alternative Completion Time, if permitted under ITB 14, will be evaluated as follows: ***NOT APPLICABLE***

3.3 Alternative Technical Solutions for specified parts of the Services: *NOT APPLICABLE*

4. Combined Evaluation (applies only where rated criteria is used for bid evaluation) *NOT APPLICABLE*

5. Multiple Contracts – Not applicable

Section IV- Bidding Forms

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Letter of Bid -Technical Part

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

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

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

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

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

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

We, the undersigned, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part

In submitting our Bid, we make the following declarations:

To: *[insert complete name of Employer]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's country in accordance with ITB 4.7;
- (d) **Exploitation and Abuse (SEA) and/or Sexual Harassment (SH), if applicable:** *[select the appropriate option from (i) to (iii) below and delete the others].*

We *[where JV, insert: "including any of our JV members"]*, and any of our subcontractors:

- (i) *[have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (ii) *[are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]*
- (iii) *[had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]*

- (e) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: *[insert a brief description of the Non-Consulting Services]*;
- (f) **Bid Validity Period:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 19.1 (as amended if applicable)]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (g) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (h) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;
- (i) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (j) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6]*;
- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- (n) We accept the appointment of *[insert name proposed in Bid Data Sheet]* as the Adjudicator;

[or]

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

- (o) If awarded the contract, the person named below shall act as Service Provider's Representative:

Name of the Bidder: *[insert complete name of the Bidder]

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

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

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

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

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

Appendix to Technical Part

The Bidder shall complete as appropriate and attach to the Letter of Bid-Technical Part, relevant documents, including the following, to demonstrate its qualifications and technical capacity to mobilize relevant resources for the contract, consistent with its proposal regarding work methods, scheduling etc., and fully in accordance with the requirements stipulated in Section VII, Employer's Requirements:

1. Bidder's qualifications;
2. Description of the Services, including demonstrating that the services will meet or exceed any specified performance requirements;
3. Method Statement;
4. Code of Conduct, if applicable; and
5. Work Plan.

Appendix to Technical Part

Bidder Information Form

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

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

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

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

Page _____ of _____ pages

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

Appendix to Technical Part

Bidder's JV Members Information Form (NOT APPLICABLE)

(Where permitted as per BDS ITB 4.1)

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

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

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

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

Page _____ of _____ pages

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

Qualification Information

Notes on Form of Qualification Information

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

- 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 and payments received in the last five years preceding the year in which bids are invited. *(Attach certificate from Chartered Accountant):*
- | Year | (Equivalent Rs. millions) |
|---------|---------------------------|
| 20 - 20 | |
| 20 - 20 | |
| 20 - 20 | |
| 20 - 20 | |
| 20 - 20 | |
- 1.3 Services performed as prime Service Provider *(in the same name and style)* on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date. *[Attach certificate from the Engineer-in-charge.]*

(A) Services performed as prime Service Provider *(in the same name and style)* on providing services of a similar nature and volume over the last five years¹.

Project Name	Name of Employer contact details	Description of Service	Contract No.	Value of contract	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

¹ Immediately preceding the financial year in which bids are received.

(B) Activities executed as prime Service Provider (in the same name and style) in the last five years: ²						
Year	Name of the Work	Name of Employer* with contact details	Quantity of activities performed@			Remarks* (indicate contract Ref)
			1	2	3	
20---20—						
20---20—						
20---20—						
20---20—						
20---20—						

[@ The items or activities for which data is requested should tally with that specified in Section III, Item 2 Qualification.

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

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

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

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

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

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

Note: The capability of the subcontractors will also be assessed (on the same lines as for the main Service Provider) before according approval to him.

² Immediately preceding the financial year in which bids are received.

- 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 resources³ to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.
- 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 (Court or Arbitration)	Amount involved	Remarks regarding present status
(a)				
(b)				

- 1.11 Statement of compliance with the requirements of ITB 4.2.
- 1.12 Environmental and Social (ES) performance declaration, if required, and Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the forms included in this Section IV, if applicable.
- 1.13 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.

2. Financial Standing of the Bidder	Financial Statements Summary: To be submitted by each bidder including each member of JV.			
	SUMMARY OF FINANCIAL STATEMENTS			
	Name of bidder/JV Member:			
	(Equivalent Rs. Million)			
S.No.	Financial Information in Rupee equivalent with exchange rate at the end of concerned year	Actuals for Previous five years excluding the current financial year	Ref. of Page Nos. of Balance sheets	

³ In case the bidder submits a letter of intent from a commercial bank with the bid, firm commitment from the bank to provide line of credit shall be required before contract signing.

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Total Assets							
2.	Total Turnover							
3.	Current Assets							
4.	Current Assets + Loan & Advances							
5.	Total Liabilities							
6.	Current Liabilities							
7.	Current liabilities & provision							
8.	Profit before Interest and Tax							
9.	Profit before Tax							
10.	Profit after Tax							
11.	Shareholder's Funds (Net Worth)=(Paid up equity +Reserves)- (revaluation reserves +							
12.	Miscellaneous expenditure not written off)							
13.	Depreciation Current Ration (2)/(5)							
14.	Net cash accruals= Profit after Tax + depreciation							

This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.

**SAMPLE FORMAT FOR EVIDENCE OF ACCESS TO FINANCIAL RESOURCES
 OR AVAILABILITY OF CREDIT FACILITIES*
 (Refer point 1.8 above)**

BANK CERTIFICATE

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

If the contract for the Services, namely..... *[funded by the World Bank]* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. to meet their working capital requirements for executing the above contract.

---Sd.---

Name of Bank
Senior Bank Manager
Address of the Bank
<p>* Change the text as follows for Joint Venture:</p> <p><i>This is to certify that M/s. Who has formed a JV with M/s. and M/s. for participating in this bid, is a reputed company with a good financial standing.</i></p> <p><i>If the contract for the Services, namely [funded by the World Bank] is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs. to M/s. to meet the working capital requirements for executing the above contract.</i></p> <p><i>[This should be given by the JV members in proportion to their financial participation.]</i></p>
<p>(To be given by a nationalized or scheduled bank in India)</p>

-
- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.12 above shall be provided for each member of the joint venture (and each subcontractor for the SEA/SH declaration, if applicable).
 - 2.2 The information in 1.13 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.
 - 2.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that
 - (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge;

(d) All members of JV shall have active participation in providing services during the currency of the contract, and the division of assignments to each member shall not be varied/modified subsequently without prior approval of the Employer; and

(e) The joint venture agreement shall be registered in the place specified in *Section III, Item 2 Qualification*, so as to be legally valid and binding on members.

2.4 Attach the Agreement Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

3. Additional Requirements	3.1 Bidders should provide any additional information required in the BDS.
-----------------------------------	--

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

Details of participation in the joint venture

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

Appendix to Technical Part

Subcontracting (NOT APPLICABLE)

SCHEDULE OF SUBCONTRACTORS

Item	Element of work	% of bid price	Name and address of subcontractor	Qualification and experience of subcontractor on similar services of the elements executed

The Bidder shall enter in this schedule a list of specific subcontractors and appropriate value of the Services (as % of bid price) for which he proposes to use subcontractors *[for those costing more than 10% of the bid price for each element]*, together with the names, addresses and experiences of the proposed subcontractors.

[Services should not be split into small parts and subcontracted]

Appendix to Technical Part

Form

(Name of the Project)

*(Declaration regarding tax/duty exemption for materials/
 equipment bought for providing the services)*

(Bidder's Name and Address)

To:
*(Name of the Employer &
 address)*

Dear Sir:

Re: *[Name of Service]*

Certificate for Import/Procurement of Goods/ Equipment
 Government Order/ Circular Number under which tax/duty Exemption is being sought:

1. We confirm that we are solely responsible for obtaining tax/duty waivers which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the employer will not compensate us.
2. We are furnishing below the information required by the Employer for issue of the necessary certificates in terms of the Government of India's relevant Notifications.
3. The goods/construction equipment for which certificates are required are as under:

Items <i>(modify the list suitably for each specific Service)*</i>	Make/ Brand Name	Capacity <i>[where applicable]</i>	Quantity	Value	State whether it will be procured locally or imported <i>[if so from which country]</i>	Remarks regarding justification for the quantity and their usage in providing the Services

4. We agree that no modification to the above list is permitted after bids are opened.

5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the Services, based on the activities and the programme and methodology as furnished by us along with the bid.
6. We confirm that the above goods and equipment will be exclusively used for the providing the above Services and the equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: _____

(Signature) _____

Place: _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

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

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

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration

[The following table shall be filled in for the Bidder, each member of a Joint Venture and each subcontractor proposed by the Bidder]

Bidder's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Subcontractor's Name: *[insert full name]*

RFB No. and title: *[insert RFB number and title]*

Page *[insert page number]* of *[insert total number]* pages

SEA and/or SH Declaration

We:

- (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations
- (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.

[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]

Appendix to Technical Part Services

The Bidder shall submit documentary evidence to demonstrate that the Services to be provided will meet or exceed the technical specifications and standards specified in Section VII, Employer's Requirements, including any specified performance requirements.

Appendix to Technical Part

Method Statement

The Bidder shall submit its method statement for the Services to be provided.

Appendix to Technical Part

Work Plan

Appendix to Technical Part

Others - Time Schedule (NOT APPLICABLE)

(to be used by Bidder when alternative Time for Completion is invited in ITB 14.2)

Appendix to Technical Part

Form of Bid Security (Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

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

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

WHEREAS, _____ *[name of Bidder]*¹ (hereinafter called "the Applicant") has submitted his Bid dated _____ *[date]* or will submit his Bid for execution of _____ *[name of Contract]* (hereinafter called "the Bid") under Request for Bids No..... *[insert number]* (hereinafter called "the RFB")

KNOW ALL PEOPLE by these presents that We _____ *[name of bank]* of _____ *[name of country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ *[name of Employer]* (hereinafter called "the Employer") in the sum of _____² for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

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

or

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

¹ In the case of a JV, the bidder should be stated as "a Joint Venture consisting of, and"

² The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 20.1 of the Instructions to Bidders.

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

This Guarantee will remain in force up to and including the date _____³ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

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

³ 45 days after the end of the validity period of the Bid.

Appendix to Technical Part

Form of Bid-Securing Declaration (NOT APPLICABLE)

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

Date: *[date (as day, month and year)]*
RFB No.: *[number of Bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Employer]*

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 or submitting proposals in any contract with the Employer for the period of time specified in Section II – Bid Data Sheet, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid prior to the expiry date of the Bid validity specified in the Letter of Bid or any extended date provided by us; or
- (b) having been notified of the acceptance of our Bid by the Employer prior to the expiry date of the Bid validity in the Letter of Bid or any extended date provided by us, (i) fail to sign the Contract agreement; 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) forty-five days after the expiry date of the Bid validity.

Name of the Bidder* _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder** _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____ day of _____, _____

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

** : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]

FORMAT FOR CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country/Location	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... References: Name : Mr. Hbbbb, Designation: deputy minister Contact details: Tel..... E-mail.....;]		

Certification:

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you are proficient):

Note: Certificates against the qualifications & experiences of the Key Expert must be submitted along with CV.

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved)	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert Signature Date

{day/month/year}

Name of authorized Representative of the Consultant (the same who signs the Proposal) Signature Date

Letter of Bid - Financial Part

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

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

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

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

Request for Bid No.: *[insert identification]*

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

To: *[insert complete name of Employer]*

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Priced Activity Schedule and Priced Bill of Quantities. This accompanies the Letter of Bid-Technical Part.

In submitting our Bid, we make the following additional declarations:

- (a) **Bid Validity:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 19.1 (or as amended if applicable)]*, and it shall remain binding upon us and may be accepted at any time on or before this date;
- (b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:
- [insert the total price of the Bid in Rs. in words and figures]*
- (c) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount
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(If none has been paid or is to be paid, indicate “none.”) *(If none has been paid or is to be paid, indicate “none.”)*

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

Name of the Bidder: **[insert complete name of the Bidder]*

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

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

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

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

*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

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

Appendix to Financial Part: Schedules Sub-contracting (NOT APPLICABLE)

SCHEDULE OF SUBCONTRACTORS

[Note: Entries in this Schedule shall be the same as included in the same Schedule in the technical part of the bid, except for the column on 'Approximate value of subcontract' added in the table below]

Item	Element of work	Approximate value of subcontract	% of bid price	Name and address of sub-contractor	Qualification and experience of sub-contractor on similar services of the elements executed

The Bidder shall enter in this schedule a list of specific subcontractors and appropriate value of the Services for which he proposes to use subcontractors *[for those costing more than 10% of the bid price for each element]*, together with the names, addresses and experiences of the proposed subcontractors.

[Services should not be split into small parts and subcontracted]

Appendix to Financial Part

(Note to Bidders: The following Activity Schedule is provided for understanding of the bidder only. Bidders are requested to quote the prices in the Bill of Quantities (BoQ) under Financial Folder of e-procurement portal <https://assamtenders.gov.in> only. The bid will be summarily rejected if financial quote is found in the following Activity schedule submitted in the technical proposal.) The detailed breakup of the price bid BoQ shall be uploaded in the PDF format in the financial folder in the e-procurement portal.

Tender Inviting Authority: The Chief Executive Officer, Assam State Disaster Management Authority, Government of Assam								
Name of Work: Hiring of Training Agency for Implementing Community Capacity Building Activities under Assam Integrated River Basin Management Program (AIRBMP) through e-procurement								
RFB No: IN-ASDMA-457856-NC-RFB								
Name of the Bidder/ Bidding Firm / Company :								
PRICE SCHEDULE								
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Qty	Units	BASIC RATE In Figures To be entered by the Bidder INR	Unit GST per training (INR)	TOTAL AMOUNT Without Taxes or any other charges (INR)	TOTAL AMOUNT With Taxes or any other charges (INR)	TOTAL AMOUNT In Words
1	2	4	5	13	14	53	54	55
1	Hiring of Training Agency							
1.01	Cost of Hiring of Training Agency for Implementing Community Capacity Building Activities under Assam Integrated River Basin Management Program (AIRBMP) complete in all respect as per RFB No. IN-ASDMA-457856-NC-RFB	1.000	Job			0.00	0.00	INR Zero Only
Total in Figures						0.00	0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only						

Section V - Eligible Countries

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

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

Under ITB 4.8 (a) *None*

Under ITB 4.8 (b) *None*

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. “obstructive practice” is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Part II – Employer’s Requirement

Section VII
Activity Schedule
for
Hiring of Training Agency for Implementing
Community Capacity Building Activities under
Assam Integrated River Basin Management
Program (AIRBMP)

1. Background

A. Assam Integrated River Basin Management Program (AIRBMP)

The State of Assam is strategically important and most populous State in the Northeast and holds great potential for development through improved water resources management. However, Assam is one of the State hardest hit by erosion and flood hazards. Climate change is expected to exacerbate current hazards and lead to more frequent floods and accelerated soil erosion. A progressive and systematic approach is needed to address the key water-related risks and opportunities in Assam.

The Assam Integrated River Basin Management Program (AIRBMP) responds to the Government of Assam’s request to support improved integrated water resources management (IWRM) for economic growth and prosperity, including addressing flood and river erosion risks. The project focuses on building the requisite institutional capacity, filling critical knowledge gaps, and implementing integrated solutions with a focus on the IWRM-DRM nexus through different project components. The project would consist of three overlapping phases, Phase-I (2023-2027), Phase-II (2026-2030) & Phase-III (2029-2033) over a total period of ten years with the project development objective to reduce climate-related disaster risks and improve integrated water resources management in Assam. Key implementing agencies for AIRBMP include ‘Water Resources Department (WRD)’, ‘Flood and River Erosion Management Agency of Assam (FREMAA)’ and ‘Assam State Disaster Management Authority (ASDMA)’.

Project Component 3 of AIRBMP -Disaster Risk Management (DRM)- focuses primarily on activities mandated to be implemented by ASDMA, in close collaboration with WRD. This component supports the development of early warning and dissemination systems, enhances disaster response at the local levels, strengthens flood sheltering arrangements, and helps strengthen the climate resilience of selected villages.

B. Sub-component 3.4: Climate Resilient Villages (CRV)

Capacity building activities are planned under the CRV sub-component of the program. This sub-component seeks to enhance community resilience through a progressive expansion of community-based initiatives covering different attributes of resilience across 50 selected revenue villages covering 7 district in Assam. In Phase-I, the sub-component focuses on:

- (i) Risk-informed disaster mitigation planning,
- (ii) Enhancing community capacities for preparedness and response,
- (iii) Linkages with sectoral-line departments (for implementation and financing of mitigation actions),
- (iv) Housing Technology Demonstration Units (TDU), and
- (v) Piloting a climate-resilient village monitoring mechanism (that tracks progress over time according to an overarching framework and standardized criteria).

CRV sub-component seeks to build upon ASDMA’s previous experience of Community Based Disaster Risk Management, particularly strengthening community-based planning and

implementation of resilience actions across 50 villages in AIRBMP Phase-I. Based upon the lessons learned in Phase I, CRV will be expanded to include around 200 villages in Phase-II and Phase-III.

This Terms of Reference (ToR) pertains to the activity for enhancing community capacities for preparedness and response. The description of the activity and envisioned scope of work for implementation is presented below.

C. Enhancing Community Capacities for Preparedness and Response

The frequent occurrence of disaster and emergency events have increased uncertainty and heightened the need to empower communities to anticipate and act locally. Local communities are not only the first responders in any disaster/emergency situation but also have the most familiarity with the hazards, vulnerabilities, and resources of their place and better position to engage in community level planning and response. Therefore, developing capacities at the village level is key to reducing disaster risk, better preparedness, and response to disasters/emergencies events in real time.

ASDMA will undertake the formation of **five Task Forces on Shelter Management, Relief Management, First Aid, Search & Rescue, and Water & Sanitation** at village level across Assam. There will be more than 50% women members for each Task Force. A shadow of each task force will also be constituted having the same composition as the active task force, which will be in stand-by mode. The task forces have been limited to seven (7) members considering the actual need and roles of the task forces. Besides, there is already a ‘Circle level task force’ notified at the circle level for damage assessment, and selection and recommendation of beneficiary for normative assistance entitled under Government Schemes. Therefore, no separate task force has been constituted for damage assessment/reconstruction & rehabilitation at village level. The five Task Forces will be constituted by ASDMA via Govt. Notification in collaboration with Disaster Management Authorities at district level (DDMAs). These Task Forces will be anchored by Village Land Conservation and Disaster Management Committees (VLCDMC) mandated vide Revenue & Disaster Management Department OM No. RRG.121/2019/39 dated 7th December 2021 or Village Council Development Committee (VCDC), as the case may be.

Under the Phase-I, the task forces in Phase-I 50 villages will be trained on their respective thematic areas, as per their roles and responsibilities. Training and essential Emergency Kit/Equipment will be provided to the Task Forces to strengthen disaster preparedness and response capabilities of at-risk communities. The training will also be imparted on use and maintenance of Emergency Response Kit/Equipment. Further to ensure the sustainability of this initiative, ASDMA plans to establish a pool of trained resource persons (RPs) at the district level. To achieve this, the training agency will conduct Training of Trainers (ToT) at the district level. These trained RPs will subsequently participate in task force training sessions organized at the village level, allowing them to gain hands-on experience and further develop their training skills.

Through this approach, these RPs will enhance their capabilities and, in the future, be well-equipped to independently conduct task force training within their district and, as needed, in other areas as well.

The activities to be carried out under this assignment are given in Table 1.

2. Scope of Work

The scope of work for the incoming agency includes:

A. Training and Capacity building

The agency is expected to undertake the training need assessment, conceptualization, design and implementation of the following capacity building/awareness generation activities in 50 villages and 7 districts in Phase-I.

Table 1: Details of the activities to be carried out for enhancing community capacity.

Sl. No.	Topic	Suggested Contents (Based on standard modules for Aapda Mitra, NIDM & global good practices)	Intended Participants (Nos.) per village	Duration (in each village)
1	First Aid (training for Task Force members)	Basics of Disaster Preparedness;	14	3 Days
2	First Aid (Refresher training to be undertaken after 9 months for the Task Force members)	Basics of Earthquake, Landslide, Flood, Lightning, Heat and Fire Safety; Basic First Aid and Injury Prevention; Bleeding Control and Wound Care; Basic Life Support; Lifting and Moving Patients.	14	3 Days
3	Search and Rescue (training for Task Force members)	Basics of Disaster Preparedness Basics of Earthquake, Landslide, Flood, Lightning,	14	3 Days
4	Search and Rescue (Refresher training to be undertaken after 9 months for the Task Force members)	Heat and Fire Safety Lifting and Moving Patients Basic principles of search and rescue Rescue for flood, drowning, fire, landslide	14	3 Days
5	Shelter Management (training for Task Force members)	Basics of Disaster Preparedness Early Warning and Evacuation Process	14	1 Days

Sl. No.	Topic	Suggested Contents (Based on standard modules for Aapda Mitra, NIDM & global good practices)	Intended Participants (Nos.) per village	Duration (in each village)
		Shelter Management and Maintenance – pre, during and post disasters		
6	Relief Management (training for Task Force members)	Basics of Disaster Preparedness Entitlements and SOPs for relief Basics of logistics management in disasters	14	1 Days
7	WASH in Disasters (training for Task Force members)	Basics of Disaster Preparedness Basics of WASH Impact of Disasters in WASH services and infrastructure WASH services during disasters: water treatment, sanitation in disasters, hygiene practices, waste management Prevention and management strategies for vector borne diseases, heat stress, psychosocial support, communicable diseases, pandemics	14	2 Days
8	Training of Trainers (ToTs)	Training design, facilitation skill, training methodology, use of various aid & tools, training evaluation, First Aid, Search & Rescue, Shelter Management, Relief Management and WASH	20 (per districts) for 7 districts	5 Days

B. Mock drill with all task forces (1 per village)

The objective of mock drill is to:

- (1)- provide a platform for the task forces, communities and relevant officials to practice in a disaster scenario and develop the muscle memory of working with each other
- (2)-review and improve the existing preparedness plans at the circle/district level with on-ground information so that concerned persons would deliver their duties effectively. This exercise will identify the gaps in resources, manpower and communications, and help enhance the ability to respond faster.

The agency is expected to:

- plan and conduct 1 mock drill at each village involving the task forces, communities and relevant officials
- develop an after-action report for each village on the gaps and areas of improvement to the circle officer and DDMA

C. Task Forces conclave

The agency will also organize the task forces conclave at Gram Panchayat/village level involving concerned circle /district level officials to enhance coordination among stakeholders , recognizing the work of the Task Forces, and introduce the Task Forces and their activities to all including the government functionaries. ASDMA in coordination with different stakeholders will facilitate/mobilize the conclave.

Table 2: Details related to Task Forces Conclaves

Sl. No.	Topic	Objective	Number and Level of Conclave	Intended Participants
1	Conduct of Task Forces Conclave (One day)	<ul style="list-style-type: none"> • To introduce the task forces to all the villagers, and administration at various levels. • To recognize and motivate the task forces for their work. • To enhance coordination among stakeholders 	50 Villages/Gram Panchayat	Task Forces, VLCDMCs/VCDCs, Government Officials, Public Representatives, Civil Society Organizations Community

D. Geographical coverage

The agency is expected to work at the Village, Circle, District, and State levels in Assam depending on the requirement of the activity, as indicated in the work plan (see **Annexure-I**). The project will cover 50 flood-prone villages across 7 districts of Assam. List of the target villages under Phase-I of the project (AIRBMP) is provided in **Annexure-II**.

E. Key Deliverables and Milestones

The deliverables specific completion schedule is presented in the table below:

Sl. No.	Deliverable	Tentative Timeline	Requirements as minimum
1	Inception Report	20 days	<p>This should include as minimum:</p> <ul style="list-style-type: none"> • Detailed approach & methodology, and work plan with activity wise timelines • Methodology, approach and tools for Training Needs Assessment. • . • . • Review report on existing training modules and IEC materials pertaining to the assignment. • Architectural framework of training module. • Training evaluation method, approach & tools. • List of training materials to be used by the agency. • Project organogram with roles & responsibilities clearly defined.
2	Training Needs Assessment report, Contextualised Training Modules and IEC Materials	2 months	<ul style="list-style-type: none"> • Training Needs Assessment. • Training modules on the 5 specified sectors: <ul style="list-style-type: none"> ▪ First Aid, ▪ Search & Rescue, ▪ Shelter Management, ▪ Relief Management, and ▪ WASH. • Content for IEC Materials.
3	Report on training, mock-drills and Task Forces Conclaves (upon completion of trainings mock-drills and Conclaves)	6 months	<ul style="list-style-type: none"> • Report on the trainings/mock-drills conducted, including participants' profile, process summary, pre-post training evaluation summary, outcome summary of Trainings and Mock Drills (including after-action summary from each village based on the mock drill). • Report on Task Forces Conclaves conducted. • Sustainability Plan for Task Forces.
4	Report on refresher trainings and Task Forces Conclave	11 months	<ul style="list-style-type: none"> • Report on the trainings conducted, including participant profile, process summary, pre-post training evaluation summary; outcome summary of Training. • Report on Task Forces Conclaves conducted • .
5	Final Project Completion Report	12 months	<p>This should include:</p> <ul style="list-style-type: none"> • Trainings conducted.

Sl. No.	Deliverable	Tentative Timeline	Requirements as minimum
			<ul style="list-style-type: none"> • Participants’ profiles (Name, passport photograph, contact details, emergency contact details). • Pre- and post-training evaluation summary. • Outcome and learning of trainings/conclaves, with recommendations. • Participants learning level evaluation report. • Final modules

For Payment Terms, please refer to SCC Cl. No. 6.4 of the RFB.

F. Reporting mechanism

- All reports complying to the ToR requirements shall provide a clear presentation and must have a table of contents and an executive summary. The main body of the text shall be organized in sections and focused on the process and outcomes of the activities undertaken and recommendations/ justification. Supporting data and analysis shall be annexed to the report and also duly referred in the text body. All paragraphs in the executive summary, main text, and Annex(es) shall be numbered to facilitate reading across the report.
- The Consultant shall prepare the reports in English and complete digital files in a format and manner acceptable to ASDMA. All the reports will be reviewed and approved by ASDMA/PIU and the World Bank for adequacy. Invoice will be initiated by the Consultant only after the acceptance of the deliverable.
- Final versions duly complied with comments are to be submitted within two weeks after receipt of ASDMA comments on draft version. The consultant will be required to make a power-point presentation on all deliverables. Additionally, the consultant is required to submit progress report on fortnightly basis during the period of assignment.
- The deliverable reports should be submitted in hard (One original + 4 copies) and one soft copy in Pen drive to the PIU/ASDMA within the stipulated timeline. Key representatives will meet the client in person for monthly update on work progress. The PIU-ASDMA shall convey its comments on the consultant’s reports within a period of maximum 2 weeks from the date of submission of the draft/ report.

G. Period of Assignment

It will be a lump-sum contract of 12 months period. Payments will be linked with acceptance of deliverables.

H. Data/ information and facilities to be provided by ASDMA

ASDMA shall facilitate the agency towards the following during the course of assignment:

- Access to all relevant previous studies, reports, documents on request.
- Assistance with arranging meetings with the concerned Ministry and Department of the Government of Assam, project executing agencies at National, District and Circle level and other authorities, as necessary.
- All costs and arrangements associated with Enhancing Community Capacities including trainings, conclaves, etc shall be borne by the agency, unless otherwise agreed with ASDMA. Venue for trainings, mock-drills and conclave will be decided in consultation with ASDMA/DDMA/VLCDMC.
- Liaison/coordination with other agencies/consultants hired under the AIRBMP Project like STA, IEC etc.

I. Project Organization and Reporting

- The entire assignment shall be carried out under the overall guidance of the ASDMA. At all steps, the agency shall be required to closely engage and seek inputs from the ASDMA and Bank team and work closely with other consultants hired by ASDMA/World Bank.
- Team Leader will lead and report to the Project Officer, AIRBMP or personnel/officer authorized by CEO, ASDMA. He/she will work closely with the PIU team, and core task team members (local and international) from the World Bank. He/she will be responsible for the overall delivery and performance of this assignment.
- Review meetings will be held at PIU-ASDMA office, date and time will be finalized in consultation with the authority.

J. Competencies and Manpower requirements

It is expected that the agency brings strong institutional experience in:

- Conceptualizing, designing and organizing/imparting training for frontline workers on specific sectors like First Aid, Search & Rescue, Relief Management, Shelter Management and WASH.
- Organizing mock-drills, conclave or similar kind of programs at Village/Gram Panchayat level, etc.
- Development of Training Modules, IEC content and related materials/documents.

The indicative requirement of experts is laid down in the table below. Bidders can also propose alternate deployment schedule for the proposed team as per their approach and methodology for the execution of this assignment with due justification. It is to be noted that the deployment of staff by the firm will be strictly monitored by ASDMA and the replacement of key team members will be discouraged. However, in case of an unavoidable contingency, the firm may, with proper justification, request ASDMA in writing for a replacement of key personnel with

an alternative with equivalent or better qualifications and experiences than the existing team member.

Sl. No.	Expert	Minimum qualifications & experience	Numbers	Suggested Role
1	Team Leader	Postgraduate in Disaster Management or any relevant field with at least 15 years of experience of organizing training programme in the field of Disaster Risk Management. Experience of externally aided projects is desirable.	1	As the key focal point for coordination with ASDMA, providing strong leadership for timely completion of deliverables/activities under the assignment.
2	Training and Capacity Building specialist	Postgraduate in Disaster Management or any related field with at least 10 years of relevant experience in conducting LNA, TNA, training planning, module development, implementations & monitoring of training programmes/capacity building tools. Certification from ISTD (Indian Society for Training & Development) is desirable.	1	Organize and lead training activities, mock-drill exercises and Conclaves at Village/Gram Panchayat level. Day-to-day coordination, ensuring required logistical arrangements for trainings and allied activities.
3	Resource Persons (RP)/ Trainers (First Aid, Search & Rescue, Relief Management, Shelter Management and WASH)	Graduate in any relevant discipline with atleast 5 years of experience in the area of Disaster Management, Emergency Response, Public Safety, or any relevant field. Advanced degrees or certifications in CBDRR, humanitarian response, or risk management will be an advantage. Demonstrated experience in facilitating training sessions specifically designed for disaster response task forces, including practical and scenario-based training.	10 (2 RPs for each training)	Train the Task Forces on thematic areas. Facilitation for Trainings and allied activities.

		<p>Previous experience working with recognized agencies, such as Civil Defense, SDRF (State Disaster Response Force), NDRF (National Disaster Response Force), or similar organizations, is highly desirable. Experience in coordinating multi-agency training or emergency simulations is an added advantage.</p> <p>Ability to adapt training methods, Skilled in developing and customizing training materials, exercises, and simulations/mock-drill that reflect current standards and best practices.</p> <p>Certification in Training of Trainers (ToT) from a recognized and reputed agency is essential.</p> <p>Knowledge of regional dialect/local languages is essential.</p>		

Note: Additionally, the Consultant will have freedom to engage supporting staff as per need at its own cost.

Annexures

1. **Annexure-I:** Indicative work plan. (Enclosed Separately)
2. **Annexure-II:** List of 50 flood prone villages targeted under AIRBMP Phase-I. (Enclosed Separately)

Part III – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

A. General Provisions

1.1 Definitions

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

- (a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder;
- (b) “Priced 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.;
- (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 the Contract Agreement;
- (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) “Employer’s Personnel” means all staff, labor and other employees of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer to the Service provider;
- (j) “ES” means Environmental and Social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));
- (k) “Foreign Currency” means any currency other than the currency of the country of the Employer;

- (l) “GCC” means these General Conditions of Contract;
- (m) “Government” means the Government of the Employer’s Country;
- (n) “Local Currency” means the currency of the country of the Employer;
- (o) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SCC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (p) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (q) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (r) “Service Provider’s Personnel” means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (t) “Specifications” means the specifications of the Services included in the Contract, and any additions and modifications to the specifications in accordance with the Contract;
- (u) “Services” means the work to be performed by the Service Provider pursuant to the Contract;
- (v) “Sexual Exploitation and Abuse” “(SEA)” means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
- (w) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider’s Personnel with other Service Provider’s Personnel or Employer’s Personnel;

- (x) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.
- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Employer’s Country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.
- 1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the Specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.
- 1.7 Inspection and Audit by the Bank** Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Service Provider’s and its Subcontractors’ and subconsultants’ attention is drawn to Sub-Clause 3.10 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. Such submission to the Employer shall include any applicable environmental and social management plan to manage environmental and social risks and impacts.
- 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.
- 2.4.1 Value Engineering** The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;
- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and

- (c) a description of any effect(s) of the change on performance/functionality.

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

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

without compromising the necessary functions of the Services.

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

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

2.5 Force Majeure

2.5.1 Definition

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

2.5.2 No Breach of Contract

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

2.5.3 Extension of Time

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 Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

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

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

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

- (a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.

- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14-day termination notice.

2.6.4 Payment upon Termination

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

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

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Priced Activity Schedule and Priced Bill of Quantities, 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 at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations in the Employer's country where the Services are executed.

If **required in the SCC**, the Service Provider shall submit to the Employer for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

- (a) which may include:
 - (i) the procedures to establish and maintain a safe working environment;
 - (ii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated

incident, arising from natural or man-made hazards);

(iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,

(iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and

(b) any other requirements stated in the Employer's Requirements.

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.

The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with applicable ES requirements and the obligations set out in GCC Sub-Clause 3.12.

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 Service Provider's 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) any business or professional activity that would conflict with the activities assigned to them under this Contract. The Service provider has an obligation and shall ensure that its Service Provider's Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider or the termination of its Contract.

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Service Provider

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

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

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

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

Submission by the Contractor for the Employer's approval, for addition of any Subcontractor not named in the Contract, shall also include, if applicable, the Subcontractor's declaration in accordance with Appendix I- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration.

3.6 Reporting Obligations

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

If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects.

If stated in the SCC, the reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation

If applicable the Service Provider shall inform the Employer immediately of any allegation, incident or accident in the locations in the Employer's country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; any cyber security incidents **as specified in the SCC**; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Service Provider, upon becoming aware of the allegation, incident or accident, shall, if applicable, also immediately inform the Employer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's, its Subcontractors' and suppliers' Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to the Employer within the timeframe agreed with the Employer.

The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub- Clause.

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

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

3.8 Liquidated Damages

- 3.8.1 Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.
- 3.8.2 Correction for Overpayment** If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.
- 3.8.3 Lack of performance penalty** If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.
- 3.9 Performance Security** If required as **specified in the SCC**, the Service Provider shall provide to the Employer a Performance Security for the performance of the Contract, in the amount **specified in the SCC** and no later than the date specified in the Letter of acceptance.
- As **specified in the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer; and shall be in one of the formats stipulated by the Employer in the **SCC**, or in another format acceptable to the Employer.
- 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.
- 3.10 Fraud and Corruption** The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in the Attachment 1 to the GCC.
- The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party,

the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

3.12 Code of Conduct

The Service Provider shall have a Code of Conduct for the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

The Service Provider shall take all necessary measures to ensure that each Service Provider's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Service Provider's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations in the Employer's country where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider's Personnel, Employer's Personnel and the local community.

The Service Provider's Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations.

3.13 Training of Service Provider's Personnel

The Service Provider shall provide appropriate training to its relevant personnel on any applicable ES aspects of the Contract, including appropriate sensitization on prohibition of SEA/SH.

As stated in the Employer's Requirements or as instructed by the Employer, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be trained on applicable ES aspects of the Contract by the Employer's Personnel and/or other personnel assigned by the Employer.

The Service Provider shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Service Provider's Personnel.

3.14 Security of the Site

Unless stated otherwise in the SCC, the Service Provider shall be responsible for the security at the locations in the Employer’s country where the services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

If required in the SCC, prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Employer’s No-objection a security management plan that sets the security arrangements for the locations in the Employer’s country where the Services are executed.

In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Employer’s Requirements.

The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider’s personnel, Employer’s personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer’s Requirements.

The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

3.15 Protection of the Environment

As applicable, the Service Provider shall take all necessary measures to:

- i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and
- ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider’s operations and/ or activities.

The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer’s Requirements, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider’s operations and/or activities, the Service Provider shall agree with the Employer the

appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer.

3.16 Cyber Security

Pursuant to the SCC, the Service Provider, including its Subcontractors/suppliers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Service Provider, including its Subcontractors/ suppliers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.

3.17 Cultural Heritage Findings

All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations in the Employer's country where the Services are carried out shall be placed under the care and custody of the Employer.

As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.

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) The Employer may require the Service Provider to remove (or cause to be removed) a Service Provider's Personnel, who:
- (i) persists in any misconduct or lack of care;
 - (ii) carries out duties incompetently or negligently;
 - (iii) fails to comply with any provision of the Contract;
 - (iv) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
 - (v) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;
 - (vi) has been recruited from the Employer's Personnel;
 - (vii) undertakes behavior which breaches the Code of Conduct (ES), as applicable.

As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

Notwithstanding any requirement from the Employer to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of (i) through (vii) above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out, any Service Provider's Personnel who engages in (i), (ii), (iii), (iv), (v) or (vii) above or has been recruited as stated in (vi) above.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

4.3 Service Provider's Personnel

Engagement of Service Provider's Personnel

The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel.

The Service Provider is encouraged, to the extent practicable and reasonable, to use local labor that has the necessary skills.

Subject to GCC 5.1, the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services into the Employer's country.

The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such

persons from the cessation of their employment on the Contract to the date programmed for their departure.

Persons in the Service of Employer

The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

Labor Laws

The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

Rates of Wages and Conditions of Labor

The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the Service is carried out. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider.

The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes in the Employer's country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

Facilities for Service Provider's Personnel

If stated in the SCC and subject to GCC Sub-Clause 5.3, the Service Provider shall provide and maintain all necessary accommodation and welfare facilities for the Service Provider's Personnel employed for the execution of the Contract at the locations in the Employer's country where the Services are provided.

In the event of the death of any of the Service Provider's Personnel or accompanying members of their families, the Service Provider shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.

Workers' Organizations

In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

Non-Discrimination and Equal Opportunity

The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with this Sub-Clause).

Forced Labor

The Service Provider, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of

the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

Child Labor

The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Service Provider including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Service Provider with the Employer's consent. The Service Provider shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts where legally warranted, to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the 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** (The price payable in Indian Rupees 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:

$$P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$$

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

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

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

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

6.7 Dayworks

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

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

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

7. Quality Control

7.1 Identifying Defects

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 of 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 at the per day rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the 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 Unless otherwise agreed by both the Employer and the Service Provider, arbitration shall be conducted as follows:

- (a) For contracts with foreign Service Providers:

unless otherwise specified in the SCC; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location **stated in the SCC**; and the arbitration shall be conducted in the ruling language **stated in the SCC**;

and

- (b) For contracts with national Service Providers, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

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.

ATTACHMENT 1

Fraud and Corruption

(Text in this Attachment shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-

consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect³ all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

Section IX - Special Conditions of Contract

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 is Shri Vinod Kumar Chandak
1.1(b)	The existing sub-clause 1.1(b) is modified as follows: “1.1(b) “Bill of Quantities” is the priced and completed list of activities/ items to be completed by the Service Provider, forming part of his Bid;”
1.1(e)	The contract name is <i>Hiring of Training Agency for Implementing Community Capacity Building Activities under Assam Integrated River Basin Management Program (AIRBMP)</i>
1.1(h)	The Employer is The Chief Executive Officer, Assam State Disaster Management Authority, Govt. of Assam.
1.1(m)	The Government means the Government of India.
1.1(n)	The Local Currency means Indian National Rupees.
1.1(o)	The Member in Charge is _____
1.1(q)	The Service Provider is _____
1.1(y)	The following is inserted as a new sub-clause 1.1(y): “1.1(y) “Site” means the land and other places where services are to be executed and/or facilities to be installed, and such other land or places as may be specified in the Service Provider’s contract as forming part of the Site.”
1.2	The following is inserted as a new paragraph at the end of the existing clause: “Salient features of major labour and other laws that are normally applicable in India are given as Appendix J to these General Conditions of Contract. 1.2.1 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in India, when (a) as a matter of law or official regulations, India prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.”
1.2	The Applicable Law is Laws of Union of India

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.3	The language is English
1.4	<p>The addresses are:</p> <p>Employer: <u>Assam State Disaster Management Authority, Government of Assam</u></p> <p>Attention: <u>Chief Executive Officer</u></p> <p>Telex: _____</p> <p>Email: piu.asdma.proc@gmail.com</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Email: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: _____</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is the date of signing of the contract agreement.
2.2.1	<p>The existing sub-clause ‘2.2.1 Program’ is modified as follows:</p> <p>“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. Such submission to the Employer shall include any applicable environmental and social management plan to manage environmental and social risks and impacts. The Service Provider shall submit to the Employer, progress report and updated Program showing the actual progress achieved and its effect on the timing of the remaining Services to be completed, at regular intervals specified by the Employer.</p> <p>The Services shall be carried out in accordance with the approved Program as updated.”</p>
2.2.2	The Starting Date for the commencement of Services is the date of notice to proceed.
2.3	The Intended Completion Date is Twelve months from the date of notice to proceed.
2.4	<p>The existing Clause 2.4 is modified as follows:</p> <p>“2.4 Modification</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Modification of the terms and conditions of this Contract, including any modification of the scope of the Services, 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.</p> <p>Within the existing scope of the Services (i) rates of activities/items shall not be adjusted for any changes in the quantities, if the final quantity of activity/item differs from the quantity in the Bill of Quantities; and no new item/activity shall be paid.”</p>
2.4.1	Provisions related to Value Engineering do not apply.
2.6.1	<p>The existing sub-clause ‘2.6.1(b) is replaced with the following:</p> <p>“2.6.1(b) if the Service Provider become insolvent or bankrupt, or goes into liquidation other than for a reconstruction or amalgamation;”</p>
2.6.4(a)	<p>The existing sub-clause 2.6.4(a) is replaced with the following:</p> <p>“remuneration pursuant to Clause 6 for Services satisfactorily performed less advances or other recoveries or any taxes to be deducted at source [TDS] as per applicable law, prior to the effective date of termination;”</p>
3.1	“Health and safety manual is not required”
3.2.3	<p>The following new sub-clauses 3.2.3(b) and 3.2.3(c) are inserted after sub-clause 3.2.3(a):</p> <p>“3.2.3(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.</p> <p>3.2.3(c) after the termination of this Contract, such other activities as may be specified in the SCC.</p>
3.2.3(c)	The Service Provider, and the personnel of either of them shall not, either during the term or within two (2) years after termination of this contract, disclose any proprietary or confidential information relating to the Project, services, this contract, or Employer’s business or operations without the prior written consent of the Employer.
3.4	<p>The risks and coverage by insurance shall be:</p> <p>(i) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the consultant or its key personnel with a minimum coverage in accordance with the applicable law in India as per the latest Amended Motor Vehicles Act, India.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(ii) Third Party professional liability insurance equal to the total contract value in accordance with the applicable law in India.</p> <p>(iii) Employer’s liability and workers’ compensation insurance in respect of the key personnel in accordance with the relevant provisions of the applicable law in India, as well as, with respect to such key personnel, any such life, health, accident, travel, or other insurance as may be appropriate.</p> <p>(iv) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
3.5(d)	The other actions are Hiding information about any sub-contracting not authorized by the Employer shall be treated as violation to General Conditions (Fraud and Corruption).
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>All data, documents, reports generated during the contract shall be the exclusive property of the Employer and the Service Provider shall have no claims over it. The Service Provider shall be bound by restrictions imposed by Security Classification of such data, documents, and reports.</p> <p>In case required, Data, Information, Reports etc. may be shared or used only after the prior approval of the client in writing.</p>
3.8.1	<p>The following is inserted as a new paragraph after the existing ‘clause 3.8.1 Payments of Liquidated Damages:’</p> <p>“Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the Service Provider from his obligation to complete the services as per agreed Program and order and timing of all Activities, or from any of the Service Provider’s other obligations and liabilities under the contract.”</p>
3.8.1	<p>The liquidated damages rate is 0.05 % per day of accepted contract price.</p> <p>The maximum amount of liquidated damages for the whole contract is 10 % of the final contract price.</p>
3.8.3	NOT APPLICABLE
3.9	<p>A Performance Security <i>shall</i> be required.</p> <p>If required, the Performance Security amount is 10% percent of the Accepted Contract Amount plus Rs. as additional security for unbalanced bids [<i>in terms of ITB Clause 37</i>].</p> <p>The standard forms of Performance Security acceptable to the Employer shall be <u>unconditional</u> Bank Guarantees from Scheduled or Nationalized banks in India of the types as presented in Section X of the Bidding Document.</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.11	Provisions related to Sustainable Procurement do not apply.
3.14	The Service Provider <i>shall</i> submit a security management plan.
3.18	<p>The following sub-clause is added after 3.17:</p> <p>“3.18 Assignment: The Service Provider shall not assign, transfer or make other disposition of this Contract or any part thereof, or any of the Service Provider’s rights, claims or obligations under this Contract except with the prior written approval of the Employer”</p>
5.1	The assistance and exemptions provided to the Service Provider are: Administrative assistance required during data collection, survey etc. from other government department if any will be provided following applicable rules.
5.4	<p>The following is added as a new Clause 5.4:</p> <p>“5.4 Access to Project Site</p> <p>The Service Provider shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Employer will be responsible for any damage to the project site or any property thereon resulting from such access, unless such damage is caused by the wilful default or negligence of the Service Provider or its Subcontractors or their personnel.”</p>
6.1	<p>GCC 6.1 is renamed as “6.1 Service Provider’s Remuneration”</p> <p>The following sub-paragraphs are added after the existing sub-clause 6.1:</p> <p>“The Priced Bill of Quantities contains priced activities/items for the Services to be performed by the Service Provider, as described in Appendix A. The Priced Bill of Quantities is used to calculate the Amount Payable. The Service Provider will be paid for the quantity of the activities/items accomplished at the rate specified in the Priced Bill of Quantities for each activity/item, as determined by the Employer. The Employer may exclude from payment any activity/item certified earlier or reduce the proportion of any activity/item previously certified in the light of later information.</p> <p>Activities/items for which no rate or price has been entered shall not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.”</p>
6.2	All payments shall be made in Indian Rupees only and the amount in Indian Rupees is _____.
6.3.1	The existing sub-clause 6.3.1 is replaced with the following:

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract										
	<p>“6.3.1 (a) For the purpose of determining the remuneration due for additional Services as may be agreed under ‘Sub-Clause 2.4 Modification’, if the activity/item in the Modification corresponds to an activity/item description in the Priced Bill of Quantities, the rate in the Priced Bill of Quantities shall be used to calculate the value of the Modification.</p> <p>(b) If the activity/item in the Modification does not correspond with activities/items in the Priced Bill of Quantities, the Service Provider shall provide the Employer with a quotation, in the form of new rates, for the relevant activities/items of services for carrying out the Modification when requested to do so by the Employer. The Employer shall assess the quotation, before the Modification is ordered.</p> <p>(c) If the Service Provider’s quotation is unreasonable or if Service Provider fails to provide a quotation within a reasonable time specified by the Employer, the Employer may order the Modification and make a change to the Contract Price based on the Employer’s own estimate of the effects of the Modification on the Service Provider’s costs.”</p>										
6.3.2	NOT APPLICABLE										
6.4	<p>The rates quoted by the Service Provider shall be deemed to be inclusive of the GST and other taxes that the Service provider will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.</p> <p>Payments shall be made according to the following schedule:</p> <p>Advance for Mobilization, Materials and Supplies: Not Applicable.</p> <table border="1" data-bbox="500 1270 1409 1856"> <thead> <tr> <th data-bbox="500 1270 573 1480">Sl. No.</th> <th data-bbox="573 1270 779 1480">Deliverable</th> <th data-bbox="779 1270 930 1480">Tentative Timeline</th> <th data-bbox="930 1270 1071 1480">Payment terms (% of the contract value)</th> <th data-bbox="1071 1270 1409 1480">Requirements as minimum</th> </tr> </thead> <tbody> <tr> <td data-bbox="500 1480 573 1856">1</td> <td data-bbox="573 1480 779 1856">Inception Report</td> <td data-bbox="779 1480 930 1856">20 days</td> <td data-bbox="930 1480 1071 1856">10%</td> <td data-bbox="1071 1480 1409 1856">This should include as minimum: Detailed methodology, work plan with timelines and participants’ list specific to each task under the assignment. Training Needs Assessment. Training and mock drill schedule for 6 modules</td> </tr> </tbody> </table>	Sl. No.	Deliverable	Tentative Timeline	Payment terms (% of the contract value)	Requirements as minimum	1	Inception Report	20 days	10%	This should include as minimum: Detailed methodology, work plan with timelines and participants’ list specific to each task under the assignment. Training Needs Assessment. Training and mock drill schedule for 6 modules
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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract				
					(including 2 refreshers trainings). Details of certified resource persons. Details on related training modules and IEC materials available at national as well as state levels.
	2	Contextualised Training Modules and IEC Materials	2 months	10%	Training modules on First Aid, Search & Rescue, Shelter Management, Relief Management and WASH. Developed content for IEC Materials for 6 modules and content for Handbook.
	3	Report on training, mock-drills and Task Forces Conclaves (upon completion of trainings mock-drills and Conclaves)	6 months	20%	Report on the trainings/mock-drills undertaken, including participant profile, process summary, pre-post training evaluation summary, summary of Outcome of Trainings and Mock Drills. Report on Task Forces Conclave conducted at Village level. Sustainability Plan of Task Forces.
	4	Report on refresher trainings and Task Forces Conclave	11 months	30%	Report on the trainings undertaken, including participant profile, process summary, pre-post training evaluation summary; summary of Outcome of Training. Report on Task Forces Conclaves conducted at Village level.
	5	Final Project Completion Report	12 months	30%	This should include: Detail of trainings conducted. Participants' profiles.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract					
	<table border="1" data-bbox="503 275 1412 415"> <tr> <td data-bbox="503 275 574 415"></td> <td data-bbox="574 275 777 415"></td> <td data-bbox="777 275 930 415"></td> <td data-bbox="930 275 1073 415"></td> <td data-bbox="1073 275 1412 415">Pre- and post-training evaluation summary. Outcome and learning of trainings/conclaves.</td> </tr> </table> <p data-bbox="475 426 1429 489">The invoice shall be submitted by the service provider only after acceptance of the aforementioned deliverables.</p>					Pre- and post-training evaluation summary. Outcome and learning of trainings/conclaves.
				Pre- and post-training evaluation summary. Outcome and learning of trainings/conclaves.		
6.5	<p data-bbox="475 512 1437 611">Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 60 days in the case of the final payment.</p> <p data-bbox="475 638 1369 669">The interest rate shall be as per the State Bank of India prime lending rate.</p>					
6.6.1	<p data-bbox="475 695 963 726">Price adjustment shall not be applicable.</p>					
7.1	<p data-bbox="475 753 1395 785">The existing ‘Clause 7.1 Identifying Defects’ is replaced with the following:</p> <p data-bbox="475 804 1442 1073">“7.1.1 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, specifying a time by which these should be corrected. Such checking shall not affect the Service Provider’s responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as defined in the SCC.</p> <p data-bbox="475 1104 1442 1241">7.1.2 The Service Provider shall permit the Employer’s Technical auditor to check the Service provider’s work and notify the Employer and Service provider of any defects that are found. Such a check shall not affect the Service Provider’s or the Employer’s responsibility as defined in the Contract Agreement.”</p>					
7.1.1	<p data-bbox="475 1266 1442 1329">The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p data-bbox="475 1350 1442 1451">To coordinate with the nearest divisional engineer office before a survey is conducted. Photograph of site survey along with date & time also need to be recorded and to be shared on weekly basis to the client.</p>					
8.2	<p data-bbox="475 1476 1211 1507">The existing ‘sub-clause 8.2.4 is replaced with the following:</p> <p data-bbox="475 1528 1442 1591">“8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure specified, and in the place shown in the SCC.”</p> <p data-bbox="475 1661 1442 1724">The following two sub-clauses are added before the existing sub-clause 8.2.5 which is now numbered as 8.2.5 (c):</p> <p data-bbox="475 1745 1442 1875">“8.2.5 (a) The Adjudicator shall be appointed jointly by the Employer and the Service Provider, at the time of the Employer’s issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the</p>					

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.</p> <p>(b) The Adjudicator should be in position before “notice to proceed with work” is issued to the Service Provider and an agreement should be signed with the Adjudicator jointly by the Employer and the Service Provider in the form attached – Appendix K.”</p>
8.2.3	<p>The agreed Adjudicator is Shri Vinod Kumar Chandak</p> <p>The daily fee for this proposed Adjudicator shall be: Rs 20,000.00 per day of effective hearing plus reimbursable expenses (actual boarding, lodging, travel and other incidental expenses).</p>
8.2.4	<p>The procedure for adhoc arbitration will be as follows:</p> <p>(a) In case of Dispute or difference arising between the Employer and a Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Service Provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Indian Council of Arbitration.</p> <p>(b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Council of Arbitration, shall appoint the Arbitrator. A certified copy of the order of the Indian Council of Arbitration, making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration proceedings shall be held at Guwahati, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties, failing</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>such agreement, by the appointing authority, namely the Indian Council of Arbitration.</p> <p>(f) The Arbitrator should give final award within 150 days of starting of the proceedings</p> <p>(g) Performance under the contract shall continue during the arbitration proceedings and payments due to the Service Provider by the Employer shall not be withheld unless they are the subject matter of the arbitration proceedings.</p>
8.2.5 (a) and (c)	The designated Appointing Authority for a new Adjudicator is Arbitration Council of India / President of the Institution of Engineers (India)

Appendices

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc. Also include details of various activities/items to be performed for completing each Service that form part of the BOQ.

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones (Services) for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. Since payments will be released on actual measurement basis, the milestone specified defines the payment ceiling value. If total value of activities/items provided satisfactorily to achieve a milestone is lower than the milestone ceiling amount, the payment corresponding to that value only will be applicable and will be released.

For milestones (Services) that are to be paid on lump-sum basis, list the stages at which progress payments, if any, are to be made. Even in cases of payments released on the basis of actual measurement, if any payments are proposed to be made before completion of an activity/item, list the stages at which progress payments are to be made.

Appendix C - Key Personnel

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government's country, and staff-months for each.*
 - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government's country.*
 - C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*
 - C-4 Same information as C-1 for Key local Personnel.*

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

Appendix E - Breakdown of Contract Price in Local Currency – Not Used

**Appendix F - Services and Facilities Provided by the Employer-
NIL**

**Appendix G - Performance Incentive Compensation Appendix-
NOT APPLICABLE**

Appendix J

Salient Features of Labour & Environment Protection Laws¹

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK

- (a) Employees Compensation Act 1923: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1961: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee
- (f) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- (g) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if

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

the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

- (h) Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.
- (i) Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.
- (k) Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety

measures at the building or construction work and other welfare measures, such as Canteens, First – Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

- (p) Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.
- (q) Weekly Holidays Act -1942
- (r) Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.
- (s) Employer's Liability Act, 1938: This Act protects workmen who bring suits for damages against employers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the employer or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.
- (t) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees' State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.
- (u) The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the employer's liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.
- (v) Industrial Employment (Standing Order) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

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

1. The Environment (Protection) Act, 1986 and as amended: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms and compliance requirements of the employer and any contractor on behalf of the employer.
3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.
4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986 and exceeding such quantity as may be specified by notification by the Central Government.
7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the "protected property" are designated as "protected area" and "controlled area" respectively. No development activity (including building, mining, excavating, blasting) is permitted in the "protected area" and development activities likely to damage the protected property is not permitted in the "controlled area" without prior permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.

8. The Environmental Impact Assessment Notification, 2006 and as amended: This provides for prior environmental clearance for new, modernization and expansion projects listed in Schedule 1 of the Notification. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any environmental management plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
9. The Water (Prevention and Control of Pollution) Act, 1974 as amended, and the Water (Prevention and Control of Pollution) Rules, 1975 as amended: These provide for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates wastewater, and observe the required standards of establishment and operation of these items of work or installations; as well as install and operate all required wastewater treatment facilities.
10. The Water (Prevention and Control of Pollution) Cess Act, 1977 and The Water (Prevention and Control of Pollution) Cess Rules, 1978: These provide for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Boards for the prevention and control of water pollution under the Water (Prevention and Control of Pollution) Act, 1974.
11. The Air (Prevention and Control of Pollution) Act, 1981 as amended, and the Air (Prevention and Control of Pollution) Rules, 1982: These provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates air pollution such as batching plants, hot mix plants, power generators, backup power generation, material handling processes, and observe the required standards of establishment and operation of these items of work or installations.
12. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need to ensure compliance to the applicable standards and install and operate all required noise control devices as may be required for all plants and work processes.
13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.

14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.
15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules is mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.
21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.

22. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.
23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.
24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
25. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
26. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.
27. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.
28. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater abstraction through digging any bore well or through any other means; and will ensure full compliance to these rules and any conditions imposed in the permit.
29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for for safe and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.

30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit for sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.
31. National Building Codes of India, 2005 and as amended: This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements; stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical gadgets, equipment and accessories; and all other such codes incidental to the Contract.

Appendix K-Appointment of Adjudicator

Suggested Draft of **Letter of Appointment of Adjudicators** in contracts

Sub: _____ (Name of the Contract)

To

Name and address of the Adjudicator

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

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

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

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

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

In accepting this assignment, the Adjudicator should understand and agree that he is responsible for any liabilities and costs arising out of risks associated with travel to and from the place of emergency repatriation, loss or damage to personal/professional effects and property. The Adjudicator is advised to effect personal insurance cover in respect of such risks if he does not already have such cover in place. In this regard, the Adjudicator shall

maintain appropriate medical, travel, accident and third-party liability insurance. The obligation under this paragraph will survive till termination of this appointment.

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

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

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

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

Read and Agreed

Name of Adjudicator
Signature

Place:

Date:

Name of Employer

Signature of authorized representative of Employer

Name of the Service Provider

Signature of authorized representative of Service Provider

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

SUMMARY OF ADJUDICATOR'S RESPONSIBILITIES

The Adjudicator has the following principal responsibilities:

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

Sample Format of Adjudicator's Recommendation

[Project Name] Recommendation of Adjudicator

Dispute No. XX [*NAME OF DISPUTE*]

Hearing Date: _____

Dispute

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

Service Provider's Position

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

Employer's Position

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

Recommendation

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

Explanation

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

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

Respectfully submitted,

Date: _____

Date: _____

Date: _____

Section X - Contract Forms

Table of Forms

- 1. Letter of Acceptance**
- 2. Contract Agreement**
- 3. Issue of Notice to proceed with the Services**
- 4. Performance Security**
- 5. Advance Payment Security**

Letter of Acceptance

[letterhead paper of the Employer]

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clauses 45. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the World Bank required under the Loan Agreement.]

[date]

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

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

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of Rs. *[amount in numbers and words]*, as corrected and modified¹ in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security plus additional security for unbalanced bids in terms of ITB Clause 37 *[delete the latter if not applicable]* for amounts² of Rs., and Rs., within 21 days of the receipt of this letter of acceptance, and visit this office to sign the contract, failing which action as stated in ITB Clause 46.2 will be taken in accordance with the Conditions of Contract. The securities shall be valid up to 28 days from the date of completion i.e. up to and shall be as per the Performance Security Forms included in Section X, - Contract Forms, of the bidding document.

Note: Insert one of the 3 options for the next 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 Bid Data Sheet]*, be appointed as the Adjudicator

or

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

or

¹ Delete "corrected and" or "and modified" if not applicable.

² Insert amounts for Performance Security and additional Security for unbalanced bids.

We do not accept that *[name proposed by Bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with ITB 47.1

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

[OR]

We note that as per your bid, you propose to employ M/s. as subcontractor(s) for executing

[Delete whatever is inapplicable]

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

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency: _____

Attachment: Contract

Contract Agreement

This AGREEMENT 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 Letter of Bid;
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule and Priced Bill of Quantities; and

- (g) The following Appendices: [*Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]
- Appendix A: Description of the Services
 - Appendix B: Schedule of Payments
 - Appendix C: Key Personnel and Subcontractors
 - Appendix D: Breakdown of Contract Price in Foreign Currency – not used.
 - Appendix E: Breakdown of Contract Price in Local Currency – not used.
 - Appendix F: Services and Facilities Provided by the Employer
 - Appendix G: Performance Incentive Compensation
 - Appendix H: Code of Conduct for Service Provider’s Personnel, if applicable
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 Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

For and on behalf of the Employer:

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Service Provider:

Signed: *[insert signature of authorized representative(s) of the Service Provider]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

[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]

[Signature of Authorized Representative of the Member]

[name of member]

[Signature of Authorized Representative of the Member]

Issue of Notice to proceed with the Services

(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Service Provider)

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 46.1, insurance policy as per GCC 3.4, methodology as stated in letter of acceptance and signing of the contract agreement for providing the Services of _____ at a Bid Price of Rs. _____, you are hereby instructed to proceed with the execution of the said Services in accordance with the contract documents.

Yours faithfully,

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

Performance Security - Bank Guarantee
[including Additional Performance Security for unbalanced bids]
[Guarantor letterhead or SWIFT identifier code]

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

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

To: _____ *[name of Employer]*

_____ *[address of Employer]*

WHEREAS _____ *[name and address of Service Provider³]*
(hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ *[insert reference number of the contract]* dated _____ *[insert date]* to execute _____ *[insert name of Contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee⁴]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of the Non-Consulting Services to be performed thereunder or of any of the Contract documents

³ *In the case of a JV, insert the name of the Joint Venture*

⁴ *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sums, if any, plus additional performance security for unbalanced bids if any, and denominated in Indian Rupees.*

which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.)⁵ 28 days after the expected completion date as described in the GCC, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

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

⁵ *The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider might consider adding the following text to the form, at the end of this paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to your written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”*

Advance Payment Security
Demand Guarantee
[Guarantor letterhead or SWIFT identifier code]

Advance Payment Guarantee No..... *[insert guarantee reference number]*
Date..... *[insert date of issue of the guarantee]*

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

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-clause 6.4 ("Advance Payment") of the above-mentioned Contract, _____ *[name and address of Service Provider⁶]* (hereinafter called "the Applicant") shall deposit with _____ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ *[amount of guarantee⁷]* _____ *[in words]*.

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

We further agree that no change or addition to or other modification of the terms of the Contract or of Non-Consulting Services to be performed thereunder or of any of the Contract documents which may be made between _____ *[name of Employer]* and the Applicant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ *[name of Employer]* receives full repayment of the

⁶ In the case of a JV, insert the name of the Joint Venture

⁷ An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

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

Yours truly,

Signature and seal: _____

Name of Bank: _____

Address: _____

Date: _____

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