REQUEST FOR BIDS (RFB)

The Project Coordination Unit, Uttar Pradesh Diversified Agriculture Project (UPDASP), invites bids from eligible bidders for the following details of two separate bids under the World Bank funded UP-AGREES Project (Project ID: P178253):

Bid Numbers 1:

Office Refurbishment of State Project Management Unit of UP-AGREES Project at Kisan Mandi Bhavan, Vibhuti Khand, Gomti Nagar, Lucknow. Reference **No.:** IN-UPDASP-539357-CW-RFB

Bid Number 2:

Design, Development, Deployment & Maintenance of Project-Specific MIS and Website for UP-AGREES **Reference No.:** IN-UPDASP-534583-NC-RFB

Interested bidders may download the bidding documents free of cost from: https://updasp.co.in or https://etender.up.nic.in Bids must be submitted online only at :https://etender.up.nic.in

Submission Deadlines:

Bid number -1 Office Refurbishment: April 20, 2026 (up to 5:00 PM)	**Bid number- 2 MIS Development: April 27, 2026 (up to 5:00 PM)**

For inquiries, please contact us at 0522 2720718 or updasp12@gmail.com. Detailed terms and conditions are available in the Bid Documents on the mentioned platform.

Project Director / Project Coordinator

UPDASP

National Open Competitive Procurement
(Two-Envelope Bidding Process with e-Procurement and Rated Criteria)
(*For Lump-sum Contracts*)

Request for Bid

For the Procurement of Design, Development, Deployment & Maintenance of a Project-Specific MIS and Website for UP-AGREES

RFB No: IN-UPDASP-534583-NC-RFB

Project: Uttar Pradesh Agriculture Growth and Rural Enterprise Ecosystem Strengthening Project (UP-AGREES)

Purchaser: Project Coordinator,
Project Coordination Unit, Uttar Pradesh Diversified Agriculture Support Project, India
4th floor PICUP Bhawan Lucknow-226010
E-mail : updasp12@gmail.com
Web site : http:// **: www.updasp.co.in**

Issued on dated – 20th March, 2026

Project Coordination Unit, Uttar Pradesh Diversified Agriculture Support Project

PROJECT NAME- Procurement of Design, Development, Deployment & Maintenance of a Project-Specific MIS and Website for UP-AGREES

REQUEST FOR BIDS NO- **IN-UPDASP-534583-NC-RFB**

National Open Competitive Procurement

Procurement of Non-Consulting Services

(Two-Envelope Bidding Process with e-Procurement and Rated Criteria)

(*For Lump-sum Contracts*)

NAME OF NON-CONSULTING SERVICE	Procurement of Design, Development, Deployment & Maintenance of a Project-Specific MIS and Website for UP-AGREES
PERIOD OF SALE OF BIDDING DOCUMENT	**From 20th March, 2026 to 27th April 2026**
TIME AND DATE OF PRE-BID MEETING	**06th April, 2026 TIME: 11.30 HOURS**
LAST DATE AND TIME FOR SUBMISSION OF BIDS	**27th April, 2026 TIME: 17.00 HOURS**
TIME AND DATE OF OPENING BID-Technical Part	**27th April, 2026 TIME: 17.30 HOURS**
PLACE OF OPENING OF BIDS	Online on E-tender Portal **https://etender.up.nic.in**
OFFICER INVITING BIDS	Additional Project Director UP-AGREES Project
ADDRESS FOR COMMUNICATION	Project Coordination Unit, Uttar Pradesh Diversified Agriculture Support Project 4th floor PICUP Bhawan Lucknow-226010 **Contact Number : 0522 2721258** **Email :** updasp12@gmail.com **Website : www.updasp.org**

PROJECT COORDINATION UNIT, UTTAR PRADESH DIVERSIFIED AGRICULTURE SUPPORT PROJECT GOVERNMENT OF UTTAR PRADESH

Request for Bids[1]

Non-Consulting Services

E-Procurement Notice

(TWO-ENVELOPE BIDDING PROCESS WITH E-PROCUREMENT)

NATIONAL OPEN COMPETITIVE PROCUREMENT

Employer: Project Coordination Unit, Uttar Pradesh Diversified Agriculture Support Project

Project: Uttar Pradesh Agriculture Growth and Rural Enterprise Ecosystem Strengthening Project (UP-AGREES)

Contract title: Procurement of Design, Development, Deployment & Maintenance of a Project-Specific MIS and Website for UP-AGREES

Loan No. IBRD- 97570

RFB No: IN-UPDASP-534583-NC-RFB

Issued on:20th March 2026

1. The Government of India has received for financing from the World Bank toward the cost of Uttar Pradesh Agriculture Growth and Rural Enterprise Ecosystem Strengthening Project and intends to apply part of the proceeds toward payments under the contract for Procurement of Design, Development, Deployment & Maintenance of a Project-Specific MIS and Website for UP-AGREES Project located in the office of PCU UPDASP PICUP Building Vibhuti Khand Lucknow.

2.The Project Coordination Unit, Uttar Pradesh Diversified Agriculture Support Project, now invites sealed proposals from eligible proposers for the procurement of Design, Development, Deployment & Maintenance of a Project-Specific MIS and Website for UP-AGREES. The system shall be developed, tested and deployed within the implementation timeline specified in the Employer's Requirements at the PICUP Building, Lucknow.

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. Bids will be evaluated in accordance with the evaluation process set out in the bidding documents and the weightings specified therein, shall apply for Rated Criteria (including technical and non-price factors). 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 open competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers -

July 2016, Vth Edition February 2023" ("Procurement Regulations") and is open to all eligible Bidders as defined in the Procurement Regulations. Bidders from India should, however, be registered with the Indian Regulation or other State Governments/ Government of India, or State/ Central Government Undertakings.

4. Interested eligible Bidders may obtain **further information from Project Coordination Unit Uttar Pradesh Diversified Agriculture Project office at phone no. 0522 2721258 or through clarifications over email-** updasp12@gmail.com during office hours *i.e. 1000 to 1700 hours* at the address given below and download the bidding document from e-procurement system **https://etender.up.nic.in** at the address given below or download the bidding document from e-procurement system **https://etender.up.nic.in**.

5. The bidding document in English is available online on e-procurement system from **20th March 2026 to 27th April 2026** at free of cost.. The bidders 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 Digital Signature Certificate (DSC) in the name of the person duly authorized to sign on behalf of the Bidder from one of the Certifying Authorities authorised by Government of India for issuing DSC with their profile. It is mandatory for the bidder to register their firm with e-procurement system and obtain user ID and password for participating in e-procurement in this Project.

7. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on the e-procurement system on or before**17.00 hours on 27th April , 2026** and the "TECHNICAL PART" of the bids will be publicly opened online on **27th April , 2026** at **17.30**, in the presence of the Bidders' designated representatives who choose to attend. 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 procurement system would not allow any late submission of bids.

8. All Bids must be accompanied by a ***Bid Security of amount Rs. 1,25,000/-,*** drawn in favour of the PCU, Uttar Pradesh Diversified Agriculture Project. Bid security will have to be in any one of the forms as specified in the bidding document and shall have to 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 submit **original bid security in approved form**; and original affidavit regarding correctness of information furnished with bid document with *Project Director PCU UPDASP* before the bid submission deadline, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

10. A pre-bid meeting[2] will be held on **06th April, 2026 at 11.30** hours at the office of UPDASP to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in ITB Clause 7.2 of 'Instructions to Bidders' of the bidding document. Bidders are advised to download the bidding document prior to the pre-bid meeting in order for bidders to have a good understanding of the scope of services under the contract(s) 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(es) referred to above is (are): [insert detailed address(es)]
    Project Director, UP-AGREES Project
    Project Coordination Unit, Uttar Pradesh Diversified Agriculture Support Project
    4th floor PICUP Bhawan Lucknow-226010
    Contact Number : 0522 2721258
    Email : updasp12@gmail.com
    Website : www.updasp.org

2 Please modify in case a pre-bid meeting is not proposed to be conducted or is proposed to be conducted through Video Conference (VC). ITB 7.2 also refers.

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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**	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**. 1.2 Throughout this bidding document: (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified **in the BDS**, distributed or received through the electronic-procurement system used by the 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. 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. 1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided **in the BDS**.
2. **Source of Funds**	2.1 The 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. 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).
3. **Fraud and Corruption**	3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI. 3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (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.
4. **Eligible Bidders**	4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, 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 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. 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder: (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or (b) receives or has received any direct or indirect subsidy from another Bidder; or (c) has the same legal representative as another Bidder; or (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

	(e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, 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.
	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 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.
	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.
	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**.
	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.
	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.
	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.
	4.9 Deleted. 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
	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**	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. **PART 1: Bidding Procedures** • 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 **PART 2: Employer's Requirements** • Section VII - Employer's Requirements **PART 3: Contract** • 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.
	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. 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.

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**	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. 9.2 Any addendum issued shall be part of the bidding document and shall be deemed to have been communicated to all bidders. 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.

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.
12. **Documents Comprising the Bid**	12.1 The Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted simultaneously. 12.2 The Technical Part shall contain the following: (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, and in accordance with ITB 21.4 in case of a JV; (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.**
	12.3 The Financial Part shall contain the following: (a) Letter of Bid – Financial Part: prepared in accordance with ITB 13 and ITB 15; (b) **Schedule:** Priced Activity Schedule 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**. 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. 12.5 In addition to the requirements under ITB 12.2, Bids submitted by a JV (where permitted) 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. 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.
13. **Process of Bid Submission**	13.1 The Letter of Bid - Technical Part, Letter of Bid- Financial Part and Priced Activity Schedule, 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. 13.2 Entire Bid including the Letters of Bid and filled-up Activity Schedule 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.
14. **Alternative Bids**	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.
	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.
	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.
15. **Bid Prices and Discounts**	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) shall conform to the requirements specified below.
	15.2 All lots (contracts) and items must be listed and priced separately in the Priced Activity Schedule(s).
	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, 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 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. 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 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 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.
	15.9 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. 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 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. 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. 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.
16. **Currencies of Bid and Payment**	16.1 The Bid price shall be quoted by the Bidder and shall be paid for by the Employer, entirely in Indian Rupees.
17. **Documents Establishing Conformity of Services**	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. 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.
18. **Documents Establishing the Eligibility and Qualifications of the Bidder**	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. 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.

	18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.
19. **Period of Validity of Bids**	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 extended date if amended by the Employer in accordance with ITB 9, shall be rejected by the Employer as nonresponsive. 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. 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: (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.
20. **Bid Security**	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**. 20.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms. 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: (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**, 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 beyond the original date of expiry of the Bid validity, or beyond any extended date if requested under ITB 19.2. 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. 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. 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. 20.7 The Bid Security may be forfeited, or the Bid-Securing Declaration may be executed: (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: (i) sign the Contract in accordance with ITB 45; or (ii) furnish a performance security in accordance with ITB 46. 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. 20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and (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: (ii) sign the Contract in accordance with ITB 45; or (iii) furnish a performance security in accordance with ITB 46; 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**.
21. **Format and Signing of Bid**	21.1 The Bidder shall prepare the Bid, in accordance with this Instruction, ITB 12 and ITB 22. 21.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. 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. 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. 21.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.
C. Online Submission of Bids	
22. **Preparation of Bids**	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**). 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. 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. 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. 22.5 Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.
23. **Deadline for Submission of Bids**	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. 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.
24. **Late Bids**	24.1 The electronic procurement system would not allow any late submission of bids after due date & time as per server time.
25. **Withdrawal, Substitution and Modification of Bids**	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)**.
	25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall not be opened.
	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.
D. Public Opening of Technical Parts of Bids	
26. **Public Bid Opening of Technical Parts of Bids**	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 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. 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.
E. Evaluation of Bids – General Provisions	
27. **Confidentiality**	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. 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. 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.
28. **Clarification of Bids**	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 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 e-procurement system/ official email id mentioned in RFB. 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. 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.
29. **Nonmaterial Nonconformities**	29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonmaterial nonconformities in the Bid. 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.
F. Evaluation of Technical Part of Bids	
30. **Determination of Responsivenes**	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.

s, Eligibility and Qualifications	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: (a) if accepted, would: (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or (ii) limit in any substantial way, inconsistent with the bidding document, the 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. 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. 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 Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the bidding document), or any other firm. 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. 30.6 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 31.
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 and weightings to be given to Rated Criteria (including technical and non-price) 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**	32.1 Following the completion of the evaluation of the Technical Parts of the Bids, 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: (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. 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: (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 (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**. 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.

	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.
H. Evaluation of Financial Part of Bids	
33. **Adjustments for Nonmaterial Nonconformities**	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
34. **Correction of Arithmetic Errors**	34.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetic errors on the following basis: (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. 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.
35. **Evaluation Process, Financial Parts**	35.1 To evaluate the Financial Part, the Employer shall consider the following: (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 but including Daywork, when requested in the Specifications; and (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria. 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. 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 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**.
36. **Conversion to Single Currency and Margin of Preference**	36.1 Conversion to Single Currency - Not Used. 36.2 Margin of domestic preference shall not apply.
37. **Abnormally Low Bids**	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. 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, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document. 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.

I. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention to Award

38. **Evaluation of combined Technical and Financial Parts**	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). 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.
39. **Employer's Right to Accept Any Bid, and to Reject Any or All Bids**	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.
40. **Standstill Period**	40.1 Not used.
41. **Notification of Intention to Award**	41.1 Not Used.
J. Award of Contract	
42. **Award Criteria**	42.1 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.
43. **Notification of Award**	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 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").
	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: (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, 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**	44.1 Not used.
45. **Signing of Contract**	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. 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.
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**. 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.

47. **Adjudicator**	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.
48. **Procurement Related Complaint**	48.1 The procedures for making a Procurement-related Complaint are as **specified in the BDS**.

Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	The reference number of the Request for Bids (RFB) is: IN-UPDASP-534583-NC-RFP **The Employer is:** Project Coordination Unit, Uttar Pradesh Diversified Agriculture Support Project, 4th floor PICUP Bhawan Lucknow-226010 **The name of the RFP is:** Procurement of Design, Development, Deployment & Maintenance of a Project-Specific MIS and Website for UP-AGREES The number and identification of lots (contracts) comprising this RFB is: **Not Applicable. Multiple lots are not included in this procurement.**
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 *three months form the signing of contract*
ITB 2.1	The Borrower is: Government of India Proposed Loan or Proposed Financing Agreement amount: ***500** million **US$ equivalent*** The name of the Project is: Uttar Pradesh Agriculture Growth and Rural Enterprise Ecosystem Strengthening Project (UP-AGREES)
ITB 4.1	**Bids from Joint Ventures are permitted** Where Joint Ventures are permitted: (a) Maximum number of members in the Joint Venture (JV) shall be: ***2 (two)*** (b) Place where the agreement to form JV to be registered is Lucknow (c) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement [*in case of a successful bid*]. (d) The joint venture agreement should define precisely the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer.

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	The existing "ITB 7" is renamed as "**ITB 7. Site Visit, Pre-Bid Meeting**" The following are inserted as new sub-clauses: "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. 7.3 The Bidder is requested, to submit any questions only through the e-mail updasp12@gmail.com , not later than two days before the meeting. Clarifications requested through any other mode shall not be considered by the Employer. 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 *Employer* 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."
ITB 7.2	A Pre-Bid meeting ***shall*** take place , it will be at the following date, time and place: Date: **06th April, 2026** Time: 11.00 am ***in the Conference room of UPDASP*** Address: ***UPDASP*, 4th floor PICUP Bhawan Lucknow-226010** City: **Lucknow** Country: INDIA A Pre-Bid meeting will also take place through Video Conference (VC) on ***06th , 2026 at 11.00 am in the Conference room of UPDASP*** The prospective bidders wishing to join the VC shall send a request email on the official email of the implementing agency updasp12@gmail.com at least 02 (two) days prior to date of the Pre-Bid meeting so that a link for VC can be sent to them (late requests may not be entertained). Such requests from the

	prospective bidders shall include the details of the firm, its address, name and designation of the person who will attend the VC, and email id through which VC is desired to be joined. Normally, not more than two email ids shall be permitted per bidder.
ITB 8.1	Electronic Procurement shall be applicable to this procurement. The Employer shall use the following electronic-procurement system to manage this procurement process: https://etender.up.nic.in The electronic-procurement system shall be used to manage the following aspects of the Procurement process: issuing request for proposals document, submissions of Proposals, opening of Proposals etc Requests for clarification should be received by the Employer no later than: **date of pre-bid meeting as mentioned at ITB 7.2** **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 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787. E-Mail: cppp-nic[at]nic[dot]in, support-eproc[at]nic[dot]in
ITB 9.1	***Where* e-procurement system of NIC is used insert the following*:*** 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. 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. 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)
	C. Preparation of Bids
ITB 12.2 (h)	The Bidder shall submit the following additional documents in the Technical Part of its Bid: ***[list any additional document not already listed in ITB 12.2 that must be submitted with the Bid The list of additional documents shall include the following:]***

	(i) **Bidder Registration certificate (as per RFB), if applicable** (ii) **Code of Conduct for Service Provider's Personnel, if applicable** The Bidder shall submit its Code of Conduct that will apply to the Service Provider's Personnel (as defined in GCC Sub- Clause 1.1) employed for the execution of Services (defined in GCC Sub- Clause 1.1) at the locations in the Employer's country where the Services are required, to ensure compliance with the Service Provider's Environmental and/or Social, as applicable, obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.
ITB 12.3 (d)	The Bidder shall submit the following additional documents in the Financial Part of its Bid: ***NA***
ITB 13	**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. 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. 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.
ITB 13.3	Add the following as sub-clause 13.3: "13.3 **Submission of Original Documents**: The bidders are required to separately submit (ii) original bid security; 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. **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"
ITB 13.3	For submission of original documents, the Employer's address is: Project Coordination Unit, Uttar Pradesh Diversified Agriculture Project, 4th floor PICUP Bhawan Lucknow-226010 Attention: *Additional Project Director UP-AGREES* Street Address: *UPDASP PICUP Bhavan* Floor/Room number: *fourth floor B1-Block* City: *Lucknow* Postal Code : : *226010* Country: *INDIA*
ITB 14.1	Alternative Bids ***shall not be*** considered.
ITB 14.2	Not Applicable
ITB 14.3	Alternative technical solutions shall be permitted for the following parts of the Services: NA
ITB 15.7	The prices quoted by the Bidder ***shall not*** be subject to adjustment during the performance of the Contract.
ITB 19.1	The Bid shall be valid until: *180 days* ***To minimize the risk of errors by bidders, the bid validity period is a specific date and not linked to the deadline for submission of bids. As stated in ITB 19.1, if there is a need to extend the date, for example because the bid submission deadline is significantly extended by the Employer, the revised bid validity date shall be specified in accordance with ITB 9.***
ITB 19.3 (a)	The Bid price shall be adjusted by the following factor(s): No adjustment
ITB 20.1	A Bid Security ***shall be*** required. **The amount of the Bid Security shall be Rs. 1,25,000/-**
ITB 20.3 (d)	Other types of acceptable securities: Fixed Deposit/Time Deposit certificate issued by a Nationalized/ Scheduled bank located in India for equivalent or higher values are acceptable as bid

	security provided it is pledged in favour of **PCU UPDASP Lucknow** and such pledging has been noted and suitably endorsed by the bank issuing the certificate.
ITB 20.9	**NA**
ITB 21.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of**: *Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and*** ***In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members.***
	D. Online Submission of Bids
ITB 22.1	Class of DSC required is: Class III
ITB 23.1	The deadline for uploading the Bids is: Date: ***27th April, 2026*** Time: ***17:00 PM***
ITB 25.1	Re-submission of the bid is ***not allowed***, if withdrawn.
E. Public Opening of Technical Parts of Bids	
ITB 26.1	The online opening of Technical Part of Bids shall take place at: ***UPDASP office*** Project Coordination Unit, Uttar Pradesh Diversified Agriculture Project, 4th floor PICUP Bhawan B-1 Block Lucknow-226010 Country: India Date: ***27th April, 2026*** Time: *17.30 PM* 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.
G. Evaluation of Technical Part of Bids	
ITB 31.2	The technical factors (and sub-factors if any), which for purposes of this document carry the same meaning as Rated Criteria, and the corresponding

weight out of 100% are:

Technical Factor	Weight in percentage *[insert weight in %]*
1. **Experience of the Firm** Experience in the design, development, deployment, and maintenance of large-scale, web-based automated data collection, storage, analytics, and reporting systems of similar complexity.	**25**
2. **Technical Approach and System Architecture** Adequacy, clarity, and robustness of the proposed technical approach, system architecture, implementation methodology, integration strategy, rollout plan, and work plan in responding to the TOR / Scope of Work.	**40**
3. **Data Security, Privacy, and System Security Measures** Adequacy and comprehensiveness of the proposed data security, cybersecurity, privacy protection, and secure data exchange mechanisms, including compliance with DPDP Act, 2023 and Government of India cybersecurity guidelines	**15**
4. **Organization and Staffing** Suitability of the proposed organizational structure, team composition, qualifications, and relevant experience of key personnel for executing the assignment.	**20**

Total Technical Score: 100

The weight for the total technical score shall be 70%
The detailed technical evaluation criteria and scoring methodology are prov
in Section III – Evaluation and Qualification Criteria of the RFP

In case of any inconsistency, the provisions under **Section III – Evaluation a** **Qualification Criteria** shall prevail

H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts	
ITB 32.2 (c)	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. In addition to the above the Employer shall publish a notice of the public opening of the Financial Parts of the Bid on its E- Procurement website https://etender.up.nic.in 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.
I. Evaluation of Financial Part of Bids	
ITB 35.1 (f)	**NA**
ITB 35.3	Not Applicable. Multiple lots are not included in this procurement.
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 38.1	The weight to be given for cost is: 30%
K. Award of Contract	
ITB 46.1	The Performance Security amount is **five percent of Contract Amount**, and the Standard Form of Performance Security acceptable to the Employer shall be *a Bank Guarantee*. *A **Bank Guarantee** shall be unconditional (on demand) (see Section X: Contract Forms).* *If the performance security is given as a cashier's cheque or certified cheque or demand draft, the same shall be drawn from a nationalized/scheduled bank in India in favour of **PCU UPDASP** payable at Lucknow.*
ITB 47	The Adjudicator proposed by the **Employer- is not applicable**
ITB 48.1	The procedures for making a Procurement-related Complaint are detailed in the "Procurement Regulations for IPF Borrowers (Annex III)." If a Bidder wishes to make a Procurement-related Complaint, the Bidder shall submit its

	complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to: For the attention: Project Director, UP-AGREES Title/position: Project Director, UP-AGREES Purchaser: Project Coordination Unit, Uttar Pradesh Diversified Agriculture Project, Email address*:* updasp12@gmail.com A copy of the complaint can be sent for the Bank's information and monitoring to: **pprocurementcomplaints@worldbank.org** In summary, a Procurement-related Complaint may challenge any of the following: **1.** the terms of the Bidding Documents; **2.** the Employer's decision to exclude a Bidder from the procurement process prior to the award of contract; and **3.** the Employer's decision to award the contract.

Section III - Evaluation and Qualification Criteria

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

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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 in the last five (5) financial years. In case of firms incorporated less than five years ago, financial information for the period since incorporation shall be acceptable;

(c) Experience in Services of comparable scope, scale, and complexity undertaken during the last five (5) years. Bidders shall provide details of completed contracts and those currently under execution or contractually committed, including client references . In case the Bidder has been in operation for less than five years, experience since incorporation shall be considered;

(d) Description of technical infrastructure, development environment, and deployment capabilities proposed for the Contract, including cloud readiness where applicable ;

(e) qualifications and experience of key technical personnel proposed for the Contract;

(f) Minimum working capital requirement shall be not less than 10% of the estimated annual contract value (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;

(k) if required by the Employer, Environmental and Social (ES) past performance declaration (see below at the end of this section); and

(l) Bidders shall include with their bids the Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment Performance Declaration, using the form in Section IV, if applicable.

1.**3** Bidders must satisfy **all the following minimum qualification requirements**. Failure to meet any of these requirements shall result in the bid being declared **non-responsive**, and the technical proposal shall not be evaluated further:

(a) annual volume of Services of at least the amount specified **below in table;**

(b) The Bidder shall have successfully completed at least two (2) MIS or e-Governance service contracts during the last five (5) years.

For the purpose of this requirement:

1. Each cited contract shall have involved the design, development, and implementation of an MIS or e-Governance system deployed across multiple administrative units (such as districts, blocks, or state-level offices).
2. Each cited contract shall have a total contract value of not less than INR 3 Crore.
3. The total payments received by the Bidder under each cited contract shall not be less than INR 3 Crore.
4. The system must have been fully implemented and operational for at least twelve (12) months. Contracts currently under Operations & Maintenance (O&M) shall be considered, provided implementation has been completed.

The Bidder shall submit documentary evidence including work order, completion or go-live certificate, and proof of payments received **;**

(c) Demonstration of technical infrastructure capability, including development environment, hosting readiness (if applicable), and deployment tools;

(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**.

A consistent history of litigation or arbitration awards against the Bidder may result in disqualification.

1.4 Qualification Requirements

Joint Ventures	Joint Ventures are not permitted under this Contract.
Annual Volume	The minimum required annual volume of Services for the successful Bidder in any of the last five years shall be: **10 Crore**
Experience	The Bidder shall meet the experience requirements as specified under Clause 1.3(b) above
Essential Equipment	No equipment list required. The Bidder shall demonstrate the availability of adequate technical infrastructure and tools required for the design, development, deployment, and maintenance of the MIS and website. This may include software development environments, testing environments, security and monitoring tools and cloud infrastructure for hosting the application, database, and associated services. The cloud environment shall support appropriate backup and disaster recovery mechanisms, including defined Recovery Point Objective (RPO) and Recovery Time Objective (RTO), in accordance with

	Government of India guidelines and applicable security standards. All required infrastructure and facilities shall be arranged and maintained by the Bidder at its own cost during the contract period.
Key Personnel	The Bidder shall propose suitably qualified Key Personnel for execution of the Services, commensurate with the nature, scope, and risks of the Contract. The proposed team shall include expertise in project management, system architecture, and cybersecurity aspects. All Key Personnel shall be employed by the Bidder The Key Personnel required for the project implementation are:

S.No.	Designation of Personnel	No.	Minimum Qualification	Minimum years of experience	Minimum experience in providing similar services
1	Team Leader / Project Manager	1	Graduate degree in Engineering, Computer Science, Information Technology, Management, or related discipline	10 years	At least 5 years in managing MIS / e-Governance or similar projects. Experience in at least one multi-location deployment project
2	MIS / Solution Architect	1	B.E./B.Tech/ MCA or equivalent in Computer Science, IT, or related discipline	8 years	At least 4 years in architecture/design of scalable MIS or e Governance system Role Requirements: • System architectur design • API framework • Database schema • Scalability & performan planning • Cloud deploymen oversight

	3	Cybersecurity Specialist	1	Graduate in IT/Computer Science or related field	7 years	Demonstrated experience in cybersecurity aspects of IT systems, including vulnerability assessment and penetration testing (VAPT) coordination, encryption mechanisms, access control frameworks, and incident response procedures. Relevant training or professional certification in cybersecurity or information security management may be considered an advantage)
	The Bidder shall submit signed CVs of all proposed Key Personnel. Any replacement of Key Personnel during the project period shall be subject to prior approval of the Employer and shall be with personnel of equal or better qualifications and experience.					
Liquid Assets	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: INR 1.25 Crore Note- availability to be certified by a Nationalized/ Scheduled Bank located in India in the specified format					
Subcontractors	Not allowed					

1.6 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 CVs, 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.

1.7 Declaration: Environmental and Social (ES) past performance, if applicable

The Bidder (if joint venture, each member of a joint venture) shall declare, using the form in Section IV, any contract that has been suspended or terminated and/or performance security called by an employer, in the past five years, for reasons of breach of environmental or social (including Sexual Exploitation and Abuse) contractual obligations. The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

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:

2.2 Where rated criteria are used for evaluation of technical parts of bids, bids that qualify in accordance with ITB 31.1 will be further evaluated by applying the scored technical factors/subfactors in accordance with BDS ITB 31.2.

The Rated Criteria (including technical and non-price factors, and sub factors if any) to be evaluated and the scores to be given to each factor and sub factor are specified in the BDS ITB 31.2.

2.3 Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. **Only the bidders who get an aggregate Technical Score of 70% or more will qualify for financial evaluation stage.** Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder and the bidder shall be technically non-responsive.

Documentary Evidence for Technical Evaluation

Bidders shall submit documentary evidence supporting the claims made in the technical proposal. Only documentary evidence submitted with the bid shall be considered for the purpose of evaluation.

The following documents shall be provided where applicable:

Evaluation Criterion	Documentary Evidence Required
MIS Project Experience	Copy of contract agreement or work order; completion certificate / go-live certificate / client certification confirming successful implementation, Client References
Scale of Deployment	Client certificate or project documentation indicating the number of states, districts, or administrative units where the system has been deployed, References to the web portal if any for verification
System Performance / SLA	Client certification, SLA reports, system monitoring reports, or operations certificate confirming uptime performance

Technical Architecture	System architecture diagrams and technical description submitted in the technical proposal
Implementation Methodology	Implementation plan, project schedule, and rollout strategy described in the technical proposal
Data Security and Cybersecurity	Security architecture description, encryption approach, access control model, and incident response procedures
Interoperability and Integration	API architecture description, integration approach, and sample interface specifications
Key Personnel	Signed CVs of proposed personnel (both by candidate and by the employer confirming availability for the project duration) along with educational certificates and relevant experience details

Self-declarations without supporting documentary evidence may not be considered for scoring.

Only projects meeting the qualification requirements specified in the Qualification section shall be considered for scoring under the technical evaluation criteria

The Employer reserves the right to verify the information provided by the Bidder through client references or independent verification.

2.3 Technical Proposal Scoring Methodology

The evaluation will focus on the agency's expertise, experience, proposed methodology, and understanding of the project objectives. The Bidder's technical proposal will be evaluated as per the requirements specified in the bid document and adopting the following evaluation criteria:

Experience of the Firm – 25 Points
Sub-criteria and scoring

Evaluation Criteria	Sub-Criteria Score	Maximum Score
1.1 Completed MIS Contracts meeting qualification criteria Only projects meeting the qualification requirements specified above shall be considered for scoring under this criterion.		15
3 or more	15	
2	12	
1	6	
None	0	
1.2 Scale & Deployment Complexity Administrative unit refers to a State, District, Block, or equivalent government administrative level where the MIS system has been deployed and operationalized.		5
Multi-state deployment	5	
Multi-district deployment	3	

Single administrative unit	1	
Not Demonstrated	0	
1.3 Demonstrated SLA/Uptime Performance Uptime performance must be supported by documentary evidence such as client certification, SLA monitoring reports, or managed service reports. Self-declarations without client evidence will not be considered.		5

3.1 Full DPDP compliance mechanism including consent, masking as per DPDP Act, 2023 & GoI compliance approach	5
3.2 Data security (encryption, access control, RBAC)	5
3.3 Incident Response Plan	3
3.4 Secure, throttled, auditable APIs	2

4. Organization & Key Personnel – 20 Points
Sub-criteria and scoring

Evaluation Criteria	Sub-Criteria	Maximum Score
4.1 Project Governance Structure Clear organizational chart showing reporting lines and escalation mechanism Defined roles and responsibilities mapped to project deliverables		4
4.2 Key experts' qualifications & experience as mentioned above		10
4.3 Clear commitment & replacement plan. Availability & continuity of resources. Shall include a signed availability declaration, Replacement Policy, Resource Deployment Plan.		6

First

The score for each sub- factor (i) within a factor (j) will be combined with the scores of sub-factors in *the* same factor as a weighted sum to form the Factor Technical Score using the following formula:

$$S_j \equiv \sum_{i=1}^{k} t_{ji} * w_{ji}$$

where:

t_{ji} = the technical score for sub- factor "i" in factor "j",

w_{ji} = the weight of sub- factor "i" in factor "j",

k = the number of scored sub-factors in factor "j", and

$$\sum_{i=1}^{k} w_{ji} = 1$$

The Factor *Technical* Scores will be combined in a weighted sum to form the total Technical Proposal Score using the following formula:

$$T \equiv \sum_{j=1}^{n} S_j * W_j$$

where:

S_j = the Factor Technical Score of factor "j",

W_j = the weight of factor "j" as specified **in the BDS,**

n = the number of Factors, and

$$\sum_{j=1}^{n} W_j = 1$$

2.3 Alternative Technical Solutions for specified parts of the Works

If permitted under ITB 14, will be evaluated as follows:

……
…….

2.4 Subcontractors - Not Applicable

2.4.1 Each identified subcontractor under Qualification Requirements (para 1.1(j)) shall be fully qualified for the specified services and meet the following criteria:

.....

[If no criteria are specified as above, each identified subcontractor will be assessed on the same lines as for the main Bidder]

2.4.2 If permitted under Qualification Requirements (para 1.4), only the experience of these Subcontractors for the specified services will be considered. The general experience and financial resources of these Subcontractors shall not be added to those of the Bidder for purposes of qualification of the Bidder.

3. Financial Evaluation Not Applicable

3.1 Criteria for Financial Evaluation

In addition to the criteria listed in ITB 35.1 (a) – (e) the following criteria shall apply: *[Include if applicable in accordance with BDS ITB 35.1 (f); otherwise delete. This may include evaluation based on prices quoted for (a) services related to mandatory/regulatory requirements; (b) Daywork Schedule where priced competitively; (c) activities related to Provisional Sums for services to be provided by other Service Providers, emergency situations, specified activities etc.]*

……
……

3.2 Alternative Completion Time- Not Applicable

An alternative Completion Time, if permitted under ITB 14, will be evaluated as follows:

……
……

3.3 Alternative Technical Solutions for specified parts of the Services - Not Applicable

If alternative technical solutions of parts of the Services, where permitted under ITB 14, were accepted in the evaluation of the Technical Part, the Financial Part of the Bid shall be evaluated as follows:

……
……

4. Combined Evaluation *(applies only where rated criteria is used for bid evaluation)*

The Employer will evaluate and compare the Bids that have been determined to be substantially responsive.
An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the evaluated cost and the technical merits of each Bid:

$$B \equiv \frac{Clow}{C} * X * 100 + \frac{T}{Thigh} * (1 - X) * 100$$

Where:

C = Evaluated Bid Cost
C_{low} = the lowest of all Evaluated Bid Costs among responsive Bids
T = the total Technical Score awarded to the Bid
T_{high} = the Technical Score achieved by the Bid that was scored best among all responsive Bids
X = weight for Cost as specified **in the BDS**

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder is qualified to perform the Contract.

5. Multiple Contracts – Not applicable

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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. Form Rated Criteria;
3. Description of the Services, including demonstrating that the services will meet or exceed any specified performance requirements;
4. Method Statement;
5. Code of Conduct, if applicable; and
6. 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 *[insert Bidder's legal name]*
2. In case of JV, legal name of each member: *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's actual or intended year of registration: *[insert Bidder's year of registration]*
5. Bidder's legal Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* 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. In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: • 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

(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: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* 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. 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.

Form Rated Criteria

1. General

This Form sets out

(a) the Technical and Non-price factors referred to in ITB Clause 31.2 and GCC Clause 8.3.

(b) the minimum/ maximum levels of Technical and Non-price factors, if specified

(c) the liquidated damages (prorated if appropriate) to be applied for deficiency

2. Preconditions

List of preconditions (if any) for achievement of specific technical or non-price factors

_____

3. Liquidated damages for failure to achieve the Technical or Non-price factors. These will be over and above the delay liquidated damages as defined in SCC 3.8.

Technical or Non-price factor	Value to be achieved above/ below the minimum/ maximum	Liquidated damages (prorated if appropriate) for the deficiency

4 Maximum deduction

The Service Provider's aggregate liability to pay liquidated damages for failure to achieve the Technical or Non-price factors shall not exceed the percentage specified in GCC Clause 8.3.

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 years[3]. [*Attach certificate from the Engineer-in-charge.*]

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

[3] Immediately preceding the financial year in which bids are received.

					Work Order			

(B) Activities executed as prime Service Provider (in the same name and style) in the last five years:[4]

Year	Name of the Work	Name of Employer*	Quantity of activities performed@			Remarks* (indicate contract Ref)
			1	2	3	
20---20—						
20---20—						
20---20—						
20---20—						
20---20—						

[@ The items or activities for which data is requested should tally with that specified in Section III, Item 2 Qualification.
** Attach certificates from Engineer in-charge]*

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

Item of Equipment	Description	make	capacity	age (Years)	Condition (new, good, poor)	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)				

[4] Immediately preceding the financial year in which bids are received.

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

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

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

1.8 Evidence of access to financial resources[5] 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.

[5] 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.

1.13 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**
(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

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

This is to certify that M/s. ……. Who has formed a JV with M/s. …….. and M/s. …… for participating in this bid, is a reputed company with a good financial standing.

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

[This should be given by the JV members in proportion to their financial participation.]

(To be given by a nationalized or scheduled bank in India)

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:

<u>Details of participation in the joint venture</u>

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

Appendix to Technical Part

Environmental and Social Performance Declaration

[Note to the Employer: Include this form if applicable in accordance with Section III]

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

Bidder's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member's Name: *[insert full name]*
RFB No. and title: *[insert RFB number and title]*
Page *[insert page number]* of *[insert total number]* pages

Environmental and Social Performance Declaration			
No suspension or termination of contract: An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance, in the past five years. **Declaration of suspension or termination of contract**: The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance, in the past five years. Details are described below:			
Year	**Suspended or terminated portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and US$ equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]*	*[insert amount]*
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for suspension or termination: *[indicate main reason(s)]*	*[insert amount]*
…	…	*[list all applicable contracts]*	…

Performance Security called by an employer(s) for reasons related to ES performance		
Year	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US$ equivalent)
[insert year]	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Employer: *[insert full name]* Address of Employer: *[insert street/city/country]* Reason(s) for calling of performance security: *[indicate main reason(s) e.g. gender-based violence; sexual exploitation, or sexual abuse breaches]*	*[insert amount]*

Appendix to Technical Part

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

[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.

*[**Note to the Employer**: Include the following if applicable in accordance with the Bid Data Sheet 12.1 (h); modify as appropriate]*

The Bidder shall submit comprehensive and concise Environmental and Social Management Strategies and Implementation Plans (ES-MSIP) as required by ITB 12.1 (h) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Service Provider, and its Subcontractors.

In developing these strategies and plans, the Bidder shall have regard to the ES provisions of the contract including those as may be more fully described in the Employer's Requirements in Section VII.]

*[In addition to submitting the **required*** ES Management Strategies and Implementation Plans, *the Bidder shall provide its proposal to demonstrate how additional sustainable procurement requirements, if any, specified in Section VII- Employer's Requirements would be addressed. The Bidder shall also provide its proposal, if any, for exceeding the sustainable procurement requirements]*

*[**Note to the Bidder**: If required, also include proposed method statement to manage cyber security risks.]*

Code of Conduct for Service Provider's Personnel Form (ES)
(delete if not applicable)

***Note to the Employer**:*

***The following minimum requirements shall not be modified**. The Employer may add additional requirements to address identified issues, informed by relevant environmental and social assessment.*

Delete this Box prior to issuance of the bidding documents.

Note to the Bidder:

The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified. However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

CODE OF CONDUCT FOR SERVICE PROVIDER's PERSONNEL

We are the Service Provider, [*enter name of Service Provider*]. We have signed a contract with [*enter name of Employer*] for [*enter description of the Services*]. The Services will be carried out at [*enter the locations in the Employer's country where the Services are required, as applicable]*. Our contract requires us to implement measures to address *environmental and social risks* [***Note to Employer**: depending on the nature of the contract and assessed risks, this may be replaced with social risks*], related to the Services.

This Code of Conduct is part of our measures to deal with environmental and social risks *[**Note to Employer**: depending on the nature of the contract and assessed risks, this may be replaced with social risks]* related to the Services.

All personnel that we utilize in the execution of the Services, including the staff, labor and other employees of us and each Subcontractor, and any other personnel assisting us in the execution of the Services, are referred to as Service Provider's Personnel.

This Code of Conduct identifies the behavior that we require from 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.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

REQUIRED CONDUCT

Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Service Provider's Personnel and any other person;
3. maintain a safe working environment including by:
    a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
    b. wearing required personal protective equipment;
    c. using appropriate measures relating to chemical, physical and biological substances and agents; and
    d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Service Provider's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means 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;
8. not engage in in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of applicable grievance mechanism for Service Provider's Personnel or the project's Grievance Redress Mechanism.

RAISING CONCERNS

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the individual, with relevant experience, designated by the Service provider to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or
2. Call [ ] to reach the Service Provider's hotline *(if any)* and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.
There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by the Service Provider's Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR SERVICE PROVIDER's PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Service Provider's contact person(s) with relevant experience*] requesting an explanation.

Name of Service Provider's Personnel: [insert name] Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Service Provider:

Signature: _____

Date: (day month year): _____

ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH

ATTACHMENT 1 TO THE CODE OF CONDUCT FORM

BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Service Provider's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Service Provider's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Service Provider's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Service Provider's Personnel denies a person access to the locations where the Services are executed unless he/she performs a sexual favor.
- A Service Provider's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- A Service Provider's Personnel comment on the appearance of another Service Provider's Personnel (either positive or negative) and sexual desirability.
- When a Service Provider's Personnel complains about comments made by another Service Provider's Personnel on his/her appearance, the other Service Provider's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Service Provider's Personnel or Employer's Personnel by another Service Provider's Personnel.
- A Service Provider's Personnel tells another Service Provider's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

Appendix to Technical Part

Work Plan

Appendix to Technical Part

Others - Time Schedule

(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

[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.*

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction 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.]

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:
Project Director, UP-AGREES Project
Project Coordination Unit, Uttar Pradesh Diversified Agriculture Support Project
4th floor PICUP Bhawan Lucknow-226010

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Priced Activity Schedule. 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

(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
Schedule Forms

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

Appendix to Financial Part
Sub-contracting

SCHEDULE OF SUBCONTRACTORS (Not Applicable)

[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

Priced Activity Schedule[1]

Currency – Indian Rupees					Date: _____ RFB No: _____ Alternative No: _____ Page N° _____ of _____	
1	2	3	4	5	6	7
Service N°	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price (Rs.)	Total Price per Service (Rs.) (Col. 5*6)
[insert number of the Service]	*[insert name of Services]*		*[insert delivery date at place of final destination per Service]*	*[insert number of units]*	*[insert unit price per unit]*	*[insert total price per unit]*
	Provisional Sums*[2]					
* For evaluation purposes, Provisional Sums and contingency, if any will be excluded.				Total Bid Price (Rs.)		

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

[1] Insert Schedules of Daywork Rates (labour, materials, and service provider's equipment), if applicable.

[2] All Provisional Sums are entered by the Employer and are to be expended in whole or in part at the direction and discretion of the Employer, except with respect to Adjudicator Fees and Expenses.

Section V - Eligible Countries

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

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

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

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

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

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

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

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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[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/ Scope of Work

Procurement of Design, Development, Deployment & Maintenance of a Project-Specific MIS and Website for UP-AGREES

Background

The Uttar Pradesh Diversified Agriculture Support Project (UP-DASP) project coordination unit is an autonomous society established to promote sustainable agricultural growth with employment generation and poverty alleviation through agriculture diversification in the State. In addition to coordinating and monitoring the implementation of the UP-DASP project across the State, the society will also implement the proposed World Bank assisted Uttar Pradesh Agriculture Growth and Rural Enterprise Ecosystem Strengthening (UP-AGREES) Project.

UP-AGREES project will be implemented in 28 districts[1] of Eastern Uttar Pradesh and the Bundelkhand region.

UP-AGREES Project

The UP-AGREES project, with an outlay of US$500 million, is envisaged to be implemented over six years. The project development objective is to "promote climate resilient, inclusive, and competitive value-chains of prioritized agriculture commodities in Uttar Pradesh." The key project components are as follows:

Component 1 - Productivity Enhancement: This component focuses on strengthening agricultural productivity against the backdrop of elevated levels of climate risks and variability in productivity across the project areas. It focuses on strengthening Uttar Pradesh's formidable position as the leading producer of multiple crops while enhancing the resilience of the dominant production systems. This component aims to address the existing productivity challenges through improved access to climate-smart inputs and efficient use of natural and fostering innovations that promote sustainability. The component will create a scale-friendly template for the uptake of climate-smart agriculture (CSA) investments by way of: (a) prioritization of affordable agricultural inputs, machinery, and technologies that boost farm productivity complemented by targeted extension services, (b) fortification of the production ecosystem targeting higher input efficiencies and soil fertility management, and (c) leveraging voluntary market-based mechanisms that seek to secure emissions reductions or avoidance credits (carbon or green) for sustainable agricultural practices.

Component 2 - Commodity Clusters: The objective of this component is to support the integration of smallholder farmers into value chains for selecting high-value commodities, thereby increasing productivity, value addition, and farmers' incomes. The components will address the current fragmentation of production and market activities in the sector and take advantage of the State's potential to increase the commercialization of select high-value crops in domestic and export markets. The approach will be to identify and support 'agri-clusters', which are networks of producers, agribusinesses, and public institutions within a defined geographic area engaged in the same agricultural subsector. This approach's core is the institutions within a defined geographic area engaged in the same agricultural subsector. At the core of this approach is the interlinkage between the producer and the private off-taker, whether that be an agri-processor, exporter, or retailer. This partnership will be supported by production and market-based service providers, both public and private. By supporting strategic clusters, the aim is to build upon the existing competitive advantage of selected commodities and enhance these through working across the clusters. This component will also work towards enhancing fish productivity in farm ponds and reservoirs and improving access to the market. The sub-component seeks to unlock the fisheries' potential of underutilized, underachieved reservoirs and farm ponds in Uttar Pradesh. The project will work with premier National Fisheries Research and Development Institutions under the

[1] *The districts are Jhansi, Lalitpur, and Jalaun (Jhansi Division); Banda, Chitrakoot, Hamirpur, and Mahoba (Chitrakoot Division); Mirzapur, Sonbhadra, and Sant Ravidas Nagar (Vidhyachal Division); Varanasi, Ghazipur, Jaunpur, and Chandauli (Varanasi Division); Gorakhpur, Deoria, Khushinagar and Maharajganj (Gorakhpur Division); Basti, Siddharthnagar, and Sant Kabir Nagar (Basti Division); and Azamgarh, Mau, and Ballia (Azamgarh Division) Gonda, Balrampur, Shravasti and Behraich (Devi Patan Division)*

Indian Council of Agricultural Research (ICAR) in cooperation with local Agricultural Universities to fill the gap in aquaculture and fisheries management technologies in UP.

Component 3 - Digital and Financial Ecosystems: The project will harness forward-looking Industry 4.0 technologies and integrate state-of-the-art technologies like AI, big data analytics, IoT, GIS, and drone technology to pioneer an Agriculture 3.0 revolution in Uttar Pradesh. The interventions will align with national programs such as IndEA, IDEA and Agristack. The objective of the sub-component is to establish a state-wide digital agriculture ecosystem, UP AGRIVERSE, to support the GoUP with digital technologies, and develop data-sharing protocols for enhanced real-time monitoring. The project will assist the GoUP in developing a comprehensive digital agriculture policy and contribute to the global repository of Digital Public Infrastructure (DPI). Further, this component will strive to improve per capita agri-credit from the formal financial institutions to improve productive investments and competitiveness in the agri-allied areas. The proposed interventions will cater to the diverse needs of agri-producers and market players ranging from small and marginal farmers to agriprenuers, farmer collectives, and agri MSEs (micro and small enterprises) through a range of financial instruments including but not limited to digitizing KCC, launching blended finance loan products, creating a challenge fund, etc.

Component 4: Project Management, Learning, and Partnerships- The objectives of this component are to develop management and monitoring systems, enhance staff capacity for effective and efficient implementation of project activities, and develop partnerships with key national and global public and private sector organizations.

Business Function Requirements to be met by UP AGREES MIS

Uttar Pradesh's agriculture sector faces multi-dimensional problems & the worst affected are the small and marginal small-scale producers (SSFs), which form 91% of the farmers in Uttar Pradesh with an average of <1 ha land holdings. The challenges faced by SSF farmers are diverse, complex, and prevalent over all stages across the agriculture value- chain. This includes and is not limited to lack of climate-smart agricultural advice, crop information, market information, access to market linkages, lack of infrastructure such as proper irrigation systems, heavy dependence on rainfall, use of appropriate cultivation practices & crop technology, agricultural inputs supply constraints and lack of access to finance. In addition, dairy, fisheries, and livestock farming sectors have received fragmented support from the govt., with very few G2C services.

To address the existing challenges in UP agriculture and allied sectors, the government of UP is implementing UPAGREES (Uttar Pradesh Agriculture Growth and Enterprise Ecosystem Strengthening) Project. The conceptual approach to achieving the Project Development Objectives of UPAGREES is anchored on four interrelated goals:

i. Support productivity increases in staple crops (including rice and wheat) cultivated by a majority of farmers, through improved access to inputs and the efficient use of natural resources potentially reducing emissions. This would be conducted in the project areas which have relatively low productivity.
ii. Demonstrate approaches to transform the sector into higher-value produce and value chains through the concept of agro-clusters, which will take a market-led approach to developing the ecosystem to support selected crops to become major drivers of economic growth in the project districts.
iii. Development of digital architecture to support (state-wide) the efficient delivery of services, improved e-commerce, and standardization of data collection and analysis.
iv. Strengthen the ecosystem for increasing access to financial services for project beneficiaries and micro and small enterprises (MSEs) to enable and leverage private-sector investments.

The project is being implemented in twenty-eight (28) selected districts of Uttar Pradesh, with rollout planned in a phased manner. At full scale of implementation, the UPAGREES project is expected to support approximately 10 lakh farmers, across the agriculture, fisheries, and women-centric interventions under the project.

To facilitate and track the progress of the project, a dedicated Management Information System (MIS) is required to support project-specific monitoring, reporting, Results Framework tracking, and

compliance under UP AGREES. The MIS shall be designed to be scalable and performant to handle data capture, validation, reporting, and analytics for this level of beneficiary coverage across phased implementation.

This MIS shall be independent of the extensive UP AGRIVERSE platform which is envisaged as a state-wide digital agriculture platform and ecosystem catering to the entire State of Uttar Pradesh enabling implementation of multiple use cases. AGRIVERSE is proposed to be developed through a separate competitive procurement process. The AGRIVERSE implementation agency will design and deploy an integrated digital ecosystem for agriculture data, analytics, and services.

The MIS shall serve as a unified information, monitoring, and safeguards compliance system for UPAGREES, capturing farmer-level, group-level, and project-level data related to interventions, inputs, services, safeguards, and outcomes.

The MIS shall record transaction-related information for monitoring, fiduciary oversight, and reporting purposes only, while execution of payments, procurement, and DBT shall continue through existing approved systems.

Objectives of the Assignment

The objectives of this assignment are to design, develop, deploy, and maintain a secure, scalable, and project-specific Management Information System (MIS) for the UPAGREES project, to support effective planning, monitoring, reporting, safeguards compliance, and fiduciary oversight.

Specifically, the objectives are to:

1. Establish a single, integrated Web based information system for capturing, validating, storing, and presenting data related to UPAGREES interventions across agriculture, fisheries, Clusters, finance and fiduciary oversight, procurement, and social and environmental safeguards.
2. Enable indicator-driven monitoring and reporting, aligned with the World Bank Results Framework, including computation of Intermediate Results and derived parameters to support evidence-based planning and decision-making.
3. Support farmer-level, group-level, and project-level information capture for inputs, assets, services, and outcomes for monitoring, analysis, and reporting purposes, without executing any financial, DBT, procurement, or stock transactions.
4. Provide role-based access and user management, enabling authorised officials, PMU members, and stakeholders to view, analyse, and review progress at State, District, Block, and component levels, including official-wise views for programme monitoring.
5. Enable systematic environmental and social screening, risk categorisation, risk assessment, and ongoing monitoring of UPAGREES interventions, in alignment with the World Bank Environmental and Social Framework (ESF), including tracking of mitigation measures, compliance status, and safeguards-related alerts.
6. Facilitate transparent and auditable workflows for data entry, validation, approvals, and updates, with complete audit trails to support internal reviews, statutory audits, and World Bank supervision missions.
7. Provide interactive dashboards, reports, and visual analytics, including temporal and trend analysis, target achievement versus required progress, geographic views, and disaggregation by gender, youth, and social categories.
8. Support interoperability including secure integration with mobile-based field data capture applications and data exchange through bulk uploads and secure API-based push and pull mechanisms with existing Government systems, while ensuring data integrity, security, and compliance with applicable data protection regulations.
9. Develop and integrate a CMS based UPAGREES programme website to disseminate authorised information and visualisations, ensuring compliance with Government of India guidelines on accessibility, security, and web standards.
10. Ensure long-term sustainability of the MIS through structured operations and maintenance, performance monitoring through SLAs, and readiness for future integration or data transfer to other Government platforms, as required by the Department.

Scope of Work

Overview of MIS Components under UPAGREES

The MIS under UPAGREES is envisaged as an integrated, project-specific information system to support monitoring, planning, reporting, safeguards compliance, and fiduciary oversight across key functional components of the project. The MIS shall capture, validate, store, and present information across the following components, without executing any financial, procurement, or DBT transactions.

A. Agriculture Component

The agriculture component of the MIS shall support data capture and reporting related to farmer outreach, Farmer Producer Groups (FPGs), crop interventions, input and asset support (informational), services, and outcomes.

The MIS shall enable:

- Farmer and FPG profiling
- Crop, area, and production data capture
- Tracking & Monitoring of selected crops commodity clusters value chain activities
- Provide options to authorised users for recording agricultural inputs, cash support, asset transfers, and/or services (e.g. training, exposure visits etc) provided to farmers, for monitoring and reporting purposes
- Disaggregation by gender, youth, and social categories
- Computation of Results Framework indicators and derived planning metrics

Agriculture Crop Cluster Monitoring

The MIS shall support monitoring and analysis of agriculture crop clusters, defined as geographically contiguous areas organised around specific crops and value chains under UPAGREES. This sub-module shall enable capture and reporting of information across the entire agricultural value chain, including:

- Cluster identification and profiling, including crop focus, geographic extent, and participating FPGs and farmers
- Input and production stage information, including crop area, varieties, input support, and production practices
- Post-harvest and aggregation information, including primary processing, storage, and aggregation at cluster level
- Market and value chain linkages, including buyer linkage, market access, and indicative price information (reference data only)
- Capacity building and services provided within the cluster, including training, advisory, and exposure activities

The MIS shall enable:

- Cluster-level dashboards and analytics
- Value-chain stage-wise views (pre-production, production, post-harvest, marketing)
- Disaggregation by crop, geography, gender, and youth
- Tracking of cluster performance over time, including target achievement versus required progress

All information captured under this sub-module shall be for monitoring, planning, and reporting purposes only, and shall not support execution of procurement, trading, or financial transactions. Detailed agriculture-related data fields are provided in Annexure B

B. Fisheries Component

The Fisheries component of the MIS shall support monitoring and reporting of fisheries-related interventions, with a focus on waterbody mapping, Fisheries Farmer Producer Groups (FFPGs), inputs, information on cash support, asset and service support, production outcomes, and environmental compliance.

The MIS shall enable:

- Mapping and profiling of fisheries waterbodies and assets

- Registration and tracking of FFPGs and member composition
- Provide options to authorised users for recording fisheries inputs, reference information on cash support, asset transfers, and services (such as training and exposure visits) provided to farmers, and for capturing fisheries production outcomes for monitoring and reporting purposes.
- Monitoring of fisheries-specific environmental and safeguards parameters

Detailed fisheries data structures and indicators are provided in Annexure C

C. Finance & Fiduciary Information

The MIS shall support financial and fiduciary oversight through user-driven information capture and reporting, including data entry, bulk upload, and data pull mechanisms, to enable validation, correction, reconciliation, and monitoring, without executing any financial, procurement or DBT transactions.
The MIS shall:

- Capture beneficiary-level and group-level reference information related to cash support, in-kind inputs, and service support provided under the project
- Support user driven data entry, validation, correction, approval, and reconciliation at multiple levels (field, district, state), with full audit trails
- Enable maintenance and system generated registers, including beneficiary wise, FPG/ FFPG wise, and input/ asset/ service wise registers, accessible centrally and across districts through role based access
- Record advance and utilization status (where applicable)
- Generate summary-level and analytical reports to support physical-financial correlation, accounting reference, statutory reporting, and World Bank monitoring requirements
-

All financial transactions shall continue to be executed through existing approved systems. Detailed farmer-level reference data fields are provided in Annexure B, C and F.

D. Procurement & Material Tracking

The MIS shall support procurement and material tracking for monitoring purposes only, without executing procurement processes.
The MIS shall enable:

- Capture and record user provided reference information on input and asset demand, for monitoring and planning purposes
- Record and track reference information on receipt, distribution, and available status of inputs and assets at district storage location level, for monitoring and reconciliation
- Provide Visibility of stock and material for audit facilitation, reconciliation, and monitoring purpose.

Detailed farmer-level reference data fields are provided in Annexure F.

E. Social & Environmental Safeguards

The MIS shall include a dedicated Social and Environmental Safeguards module to support compliance with World Bank Environmental and Social Framework (ESF) requirements.
The MIS shall enable monitoring of:

- Gender equity and social inclusion
- Labour and working conditions
- Community health, safety, and grievance redress
- Environmental & social screening, risk categorisation, monitoring and mitigation
- Environmental screening, risk categorisation, and mitigation
- Climate, biodiversity, soil, and water-related parameters
- Confidential and fast-track handling of GBV / SEA / SH complaints

Detailed safeguards indicators, data fields, and workflows are provided in Annexures D and E

MIS Design & System Architecture

The selected Agency shall:

- Design a modular, configurable, secure and scalable MIS architecture
- Ensure compliance with India Digital Architecture principles:
  - Open standards
  - Interoperability
  - API-first approach
  - Loose coupling of components
- Ensure the MIS is project-specific, configurable, and adaptable to phased rollout

The Agency shall architect and design a modular, configurable, secure, and scalable MIS purpose-built exclusively for UP-AGREES. The architecture must follow a layered, service-oriented, standards-compliant approach that meets national digital governance expectations including, high-availability architecture that prioritizes modularity and horizontal scalability.

- **Architectural Rigor:** Leverage a microservices-inspired or loosely coupled framework to ensure that individual modules (e.g., Reporting, User Management) can be updated or scaled without compromising system integrity.
- **IndEA (India Digital Ecosystem Architecture) Compliance:** Adhere strictly to India Digital Ecosystem Architecture (IndEA) principles, utilizing open standards and an API-first (Application Programming Interface) approach to ensure the system is not a data silo but a foundational component of the UP-AGREES digital roadmap.
- **Interoperability:** Design for seamless data exchange protocols, ensuring the architecture supports interoperability with future government platforms.

A. Preferrable Architectural Expectations Include:

1. **Alignment with India Digital Architecture:** The system must comply with Government of India digital principles, ensuring:
   - Open Standards: adoption of well-documented, universally accepted data models and interface formats
   - Interoperability: capability to exchange data seamlessly across departmental systems, future state-wide platforms, and other authorised systems
   - API-First Design: every core function must be API-accessible to ensure modular growth and integration readiness
   - Loose Coupling: individual components (UI layer, business logic, storage, analytics, RBAC engine) must function independently
2. **Configurable and Project-Specific:** The MIS must be designed specifically for the UP-AGREES context and support dynamic configuration of indicators, forms, roles, workflows, and reporting structures without requiring code-level changes.
3. Phased Rollout Readiness: The architecture must inherently support multi-site activation, district-wise expansion, and incremental user onboarding, without system redesign or performance degradation.
4. Scalability & Performance: The system should seamlessly handle:
   - thousands of users across districts
   - seasonal load peaks
   - high-volume evidence/document uploads
   - long-term data accumulation over the 3-year programme

B. Suggestive Technical Implementation Specifications To meet the functional mandate, the Agency must adhere to the following architectural standards:

- **Microservices Architecture:** The solution architecture shall be microservices-based, with independently deployable and horizontally scalable services packaged as containers and orchestrated via Kubernetes. Each domain component (user management, surveys, reporting, etc.) shall operate as an isolated service with decoupled release, scale, and maintenance cycles.

- **API-First Approach:** The platform shall adopt an API-first design, with all functionalities exposed through RESTful APIs compliant with OpenAPI Specification version(OAS) 3.0 and routed through a centralized API Gateway supporting routing, throttling, authentication, and observability.
- **Domain-Driven Design (DDD):** The architecture must enforce separation of concerns, ensuring that the project-specific MIS components can eventually integrate with the state-wide UPAGRIVERSE platform as distinct micro-products without code refactoring.

Indicator-Based Data Capture & Management

The MIS shall support structured data capture for Project Development Objective (PDO) and Intermediate Results Indicators under UPAGREES (indicator list provided separately for reference). Key requirements include:

- Configurable digital forms (web & mobile)
- Gender, youth, and geography-disaggregated data
- Validation rules and logical checks
- Time-stamped records and audit trails
- Evidence/document upload where applicable
- Version control and historical data retention

The MIS shall enable comprehensive, structured, and indicator-aligned data collection workflows strictly mapped to the UP-AGREES Results Framework.

A. Detailed Functional Requirements:

1. Configurable Digital Data Capture Forms:

- Forms must be operable on both web and mobile devices
- All form fields must be configurable based on indicators, sub-indicators, data elements, disaggregation needs, and departmental instructions
- Dynamic logic (show/hide, validation, calculations) must be supported

2. **Disaggregation & Inclusion-Sensitive Data Structure:** The MIS must capture gender, youth, marginal/landless farmers, SC/ST, geographic location, intervention type, and programme component in every relevant data record.
3. **Data Validation & Quality Controls:** Implement multi-tier validation rules (cross-field validation, range checks, and logical consistency) at the point of entry to minimize downstream data cleaning.
   - Mandatory fields
   - Range validations
   - Cross-field logical checks
   - Auto-generated timestamps
   - Audit trails for every record creation, modification, review, approval
4. **Document & Evidence Upload Management:** The MIS must allow uploading of photos, PDFs, supporting documents, and geotagged evidence, with automatic metadata tagging.
   - **Evidence-Based Reporting:** Facilitate the upload of time-stamped, geo-tagged supporting documents and evidence to verify reported outcomes, maintaining a rigorous audit trail and version control for all historical records
5. **Version Control & Historicity:** All changes in indicators, forms, or calculations must maintain backward compatibility and preserve historical values.

B. Suggestive Technical Implementation Specifications

- **Dynamic Form Engine:** All digital data collection interfaces shall be powered by a configurable, schema-driven form engine (e.g., ODK XForms or JSON Schema) supporting dynamic logic, validation, disaggregation, and version management without code changes enabling to render forms dynamically. This allows the Department to add new indicators or modify questions via configuration changes rather than application code updates.

- **Offline-First Architecture:** The mobile application shall follow an offline-first architecture with secure local data persistence (e.g., SQLite/Realm) to enable full data collection in disconnected environments and delta-based synchronization to ensure reliable field operations in low-connectivity environments transmitting only modified records once connectivity is restored.
- **Validation & Integrity:**
  - Geo-Fencing: The system shall enforce location integrity through geospatial validation, ensuring submissions align with authorized administrative boundaries. Provision for Data submission to be restricted or flagged if the captured GPS coordinates fall outside the administrative polygon (LGD boundary) of the selected village.
  - Logic Constraints: The system must enforce range checks (e.g., maximum possible yield per hectare) and cross-field logic at the point of entry to minimize post-survey cleaning.

User Management & Access Control Module

A comprehensive User Management Module shall be developed as an integral component of the MIS to cater an identity and access management framework tailored to the complex organizational structure of the UP-AGREES. A comprehensive User Management Module shall be developed as an integral component of the MIS.

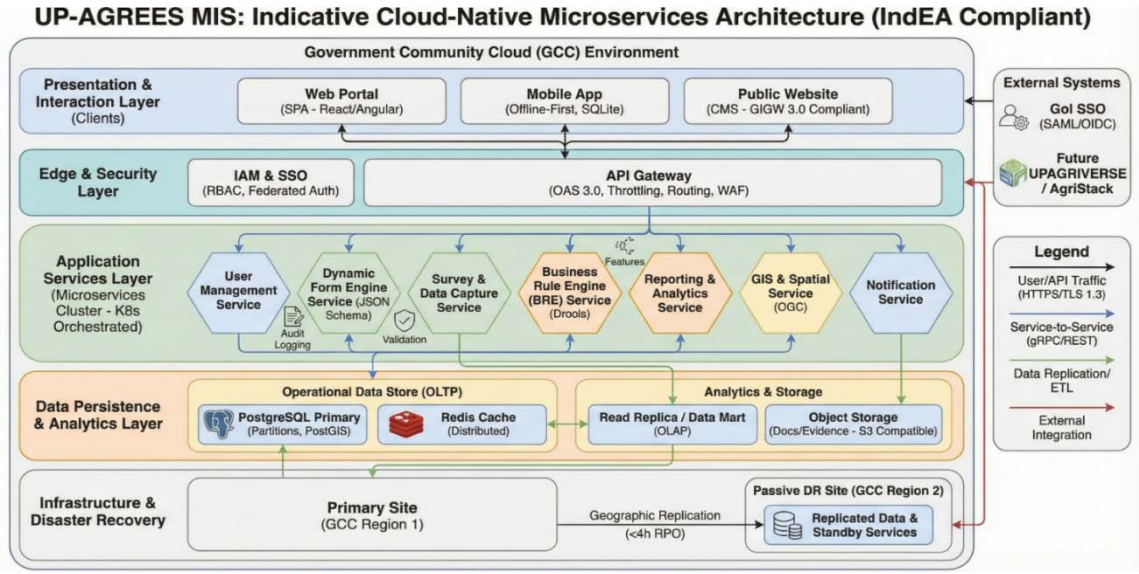
a) User Categories

- Farmers / Women /beneficiaries (where applicable)
- Field-level functionaries / data entry operators
- Finance & Accounts functionaries (Field / District / State)
- District-level officials
- State-level administrators
- Project Management Unit (PMU)
- Department-authorised users
- System administrators

User Management & Role-Based Access Control (RBAC) Framework: This section defines the indicative user categories, roles, access rights, and mappings for the UPAGREES MIS. The User Management Module shall support authentication, authorization, data access control, and audit logging.

User Categories & Roles

	Farmer / Beneficiary	View/ Data Entry	Access to limited, authorised information, limited data capture and upload access to enter or update their own information



	Field Functionary	Data Entry / Reviewer	Data capture, upload, and preliminary validation
	Finance and Accounts Functionaries	Approver / Monitor/ Reviewer	Review and validation within assigned geography
	Block / Cluster Official	Approver / Monitor	Review and validation within assigned geography
	District Official	District Administrator	District-level monitoring and approvals
	State Official	State Administrator	State-wide monitoring and reporting
	PMU	Programme Manager	Cross-component review and analysis
	Safeguards Officer	Safeguards Reviewer	Access to social & environmental safeguards modules
	System Administrator	Super Admin	User creation, role assignment, configuration

b) Role-Based Access Control (RBAC)

- Define RBAC (Role-Based Access Control) that mirrors the project's administrative layers, from Field-level functionaries and District-level officials to the PMU (Project Management Unit) and State-level administrators. Configurable roles and permissions
- Granular control over:
  - Data entry, editing, validation, approval
  - Dashboard and report access
  - Geographic and functional access mapping
  - Data entry, validation, reconciliation, and correction rights shall be configurable as role-based permissions.

Role-Based Access Control (RBAC) Matrix (Indicative)

Functionality	Field Staff	Block Official	District Official	State / PMU	Safeguards Officer	System Admin
View dashboards						
Data entry / upload					(safeguards only)	
Bulk upload (Excel/API)						
Data validation						
View official-wise reports	(own)	(mapped)	(district)	(state)		
Configure dashboards						
User management						
View audit logs						

Official / Functionary Mapping

The MIS shall maintain a User-Jurisdiction-Function mapping, enabling official-wise views and filters.

Data Field	Description
Official ID	Unique system identifier
Official Name	Name of user
Designation	Role / designation

Department / Unit	Agriculture / Fisheries / PMU / etc.
Role	As per RBAC
Assigned Geography	State / District / Block / Cluster
Assigned Component	Agriculture / Fisheries / Safeguards / Multiple
Active Status	Active / Inactive
Effective From / To	Validity period

c) Authentication, Audit & Security

Implement secure authentication mechanisms, including automated password management and immediate access revocation protocols for off-boarded personnel.

- Secure authentication mechanisms
- Password management and access revocation
- Detailed audit logs for:
  - User actions
  - Data creation/modification
  - Approval workflows

Suggestive Technical Implementation Specifications

- Federated Authentication: For government officials, the MIS must integrate with other GoI portals using SAML 2.0 or OIDC protocols to eliminate credential silos.
- Hierarchical RBAC: Access control must be defined by the intersection of Role (e.g., District Officer) and Scope (e.g., District LGD Code). The system must utilize the Local Government Directory (LGD) codes as the underlying spatial key for defining user jurisdiction.

Audit Logging: The system must generate immutable logs for every user action (Login, Create, Update, Export), capturing the User_ID, Timestamp, IP_Address, and Action_Type, in compliance with IS 17428

The MIS shall support maker- checker workflows, ensuring that data entered by farmers or field staff is reviewed and validated by authorised officials prior to inclusion in reports and dashboards.

Derived Parameters & Planning Support Metrics

In addition to capturing and reporting raw indicator data, the MIS shall support calculation of derived parameters to aid programme planning, prioritisation, and decision-making under UPAGREES. Derived parameters shall be rule-based, formula-driven, and fully auditable, and shall be computed using data already captured within the MIS.

Nature of Derived Parameters

The MIS shall be capable of computing, displaying, and exporting derived metrics, including but not limited to:

A. Coverage & Gap Analysis

- Percentage coverage of farmers against planned targets
- District / block-wise gap between planned vs achieved interventions
- Component-wise coverage ratios

B. Performance & Efficiency Metrics

- Yield improvement (%) over baseline
- Income / profitability improvement (%) over baseline
- Cost per beneficiary / cost per intervention
- Intervention uptake rates

C. Equity & Inclusion Metrics

- Share of women beneficiaries (%)
- Share of youth beneficiaries (%)
- District-wise inclusion ratios

D. Temporal & Trend Analysis

- Month-on-month and year-on-year progress trends
- Seasonal comparison of outputs and outcomes
- Progress velocity against annual targets
- Target Achievement Vs Required Progress
- Official-wise Progress Tracking

E. Planning & Prioritisation Indicators

- Identification of low-performing districts / clusters
- Identification of interventions/ Inputs
- Flagging of lagging indicators against timelines
- Indicative prioritisation scores based on predefined rules

Configuration & Transparency

- The MIS shall serve as a tactical decision-support tool by computing Derived Parameters from raw indicator data. All derived parameters shall be:
  Based on Department-approved formulas
  Clearly documented within the MIS
  Configurable by authorised administrators (where approved)

The MIS shall display:
Source data used for computation
Formula logic
Time period of calculation

- **Algorithmic Transparency:** All derived parameters/ metrics—including Coverage & Gap Analysis , Performance & Efficiency , and Equity & Inclusion —must be rule-based and formula-driven computations using project data.
- **Planning & Prioritization:** Generate indicators that flag lagging performance in specific districts or clusters , enabling the PMU (Project Management Unit) to reallocate resources dynamically.
- **Scope Limitation:** Note that this module is strictly limited to deterministic, rule-based computations ; Advanced predictive analytics, artificial intelligence, or machine learning–based planning tools shall not form part of this scope, unless explicitly approved by the Department.

Suggestive Technical Implementation Specifications
Deterministic Business Rule Engine (BRE): All derived metrics must be calculated via a configurable BRE (e.g., Drools, JSON Logic). Hard coding of business rules (e.g., eligibility thresholds) is strictly prohibited to ensure agility.
Data Lineage: The system must provide "drill-down" lineage for all dashboards, allowing administrators to trace a calculated metric back to the specific source records and the formula version used.

MIS Reports & Dashboards

The Agency shall design and operationalise:

- Indicator-wise dashboards including spatial visualisation at State, District, and sub-district levels
- Component-wise dashboards with geographic overlays
- Crop cluster- wise views across the agricultural value chain, enabling comparison of performance across clusters and crops.
- Gender and youth-disaggregated views filterable by location
- Dashboards and reports shall support filtering and drill-down by responsible official / functionary, mapped to district, block, component, or activity, to enable review of implementation progress and performance at different administrative levels.

- Monthly, quarterly, and annual reports with tabular and graphical formats
- Results Framework tables with spatial tagging of indicators wherever applicable
- Colour coding (Red / Amber / Green)

Required Dashboard Capabilities:

- Multi-level filters across components, districts, gender, youth, and safeguards
- Spatial overlays
- Component-wise analysis
- Gender/youth filters
- Indicator-wise scorecards
- Export capabilities (PDF, Excel)

Required Reports:

- Monthly, quarterly, annual MIS reports
- Tabular and graphical visualisations
- Results Framework tables aligned with World Bank formats
- Suggestive Technical Implementation Specifications

OLAP Separation: Analytics workloads shall operate on a dedicated reporting layer -such as a data mart or read replica - isolated from transactional operations to ensure performance, scalability, and data reliability.

Visualization Standards: Dashboards shall use modern, responsive, and standards-compliant visualization frameworks (e.g., D3.js, ECharts). capable of supporting complex geospatial, temporal, and disaggregated analytics. Key Performance Indicators (KPIs) shall be structured to align with the UP Darpan dashboard standards for potential future integration with the Chief Minister's Dashboard.

Export Formats: All reports must be exportable in open, machine-readable formats (CSV, JSON, XML) in addition to PDF.

Programme Website Development & Integration

The Agency shall:

- Develop or integrate a CMS based UPAGREES programme website
- Integrate approved MIS dashboards and reports
- Provide public and restricted sections as authorised
- Ensure responsive design and accessibility compliance
- Maintain the website throughout the contract period

Suggestive Technical Implementation Specifications

- GIGW 3.0 Compliance: The website must adhere to the Guidelines for Indian Government Websites (GIGW 3.0), ensuring WCAG 2.1 Level AA accessibility for persons with disabilities.
- CMS Integration: The website shall be built on a secure, open-source Content Management System (CMS) compliant with Government norms, enabling authorised non-technical users to manage content, pages, documents, and notifications through role-based access.
- Dynamic Data Widgets: Public dashboards on the website must fetch data dynamically from the MIS via read-only, throttled Public APIs, ensuring the website reflects the "Single Source of Truth."
- API Security & Performance: Public APIs used for website integration shall be read-only, rate-limited, authenticated where required, and monitored, ensuring no impact on MIS performance or data integrity.
- Content Archival & Versioning: The CMS shall support content versioning and archival to meet audit and record retention requirements.
- Hosting & Ownership: The website shall be hosted on Government-approved infrastructure, and all assets shall remain Government property.

Mobile Application for Field Data Capture

The Agency shall develop and deploy a mobile application to support field-level data capture and validation for the UPAGREES MIS.

The mobile application shall:

- Enable offline data capture with synchronisation when connectivity is available
- Support role-based access aligned with the MIS user management framework
- Allow capture of textual data, geo-location, date/time stamps, and photographs, where applicable
- Support structured forms aligned with approved MIS data fields and Annexures
- Ensure secure data transmission to the central MIS upon synchronisation
- Function as a data capture interface only and shall not execute any financial, DBT, procurement, or approval transactions

The mobile application shall integrate seamlessly with the MIS through secure APIs and shall follow Government security and data protection guidelines.
Suggestive Technical Implementation Specifications: The mobile application shall be developed using a platform-agnostic approach (Android-based minimum), support device-level authentication, and include basic validation checks to ensure data quality prior to submission.

User Data Submission Confirmation and Verification

The MIS shall provide confirmation of successful submission of data entered by users through the system. Upon submission of any form or transaction, the system shall generate an acknowledgement on screen along with a unique reference or transaction ID for tracking and audit purposes.

The system shall also support configurable user verification mechanisms where required by the Employer. Such verification may include One-Time Password (OTP) based authentication or biometric authentication through the Aadhaar ecosystem in accordance with applicable Government of India guidelines issued by the Unique Identification Authority of India.

The verification feature shall be configurable so that it can be enabled for specific workflows, user categories, or transactions as determined by the Employer. The system shall also maintain logs of submission acknowledgements and verification events for audit and monitoring purposes.

Spatial Data Integration (Basic GIS)

The MIS shall support basic spatial data integration to enable geographic visualisation of UPAGREES interventions and outcomes. This shall include:

- Geo-tagging of data at District, Block, Village and Cluster levels
- Thematic maps for key indicators and components
- Spatial filtering and aggregation for reporting and dashboards

Advanced geospatial analytics, satellite imagery processing, or remote sensing-based modelling shall not form part of this scope and shall be addressed separately under the UPAGRIVERSE platform.
Suggestive Technical Implementation Specifications

- **Spatial Database:** The platform shall use a spatially enabled database (e.g., PostgreSQL with PostGIS) capable of storing vector geometries (points and polygons), supporting spatial indexing, and enabling GIS-driven queries and analytics.
- **OGC Standards:** Spatial datasets shall be published through Open Geospatial Consortium (OGC) compliant services, enabling standardized interoperability with government GIS platforms.
- **LGD Anchoring Provisions:** All spatial layers must have provisions to be topologically linked to Local Government Directory (LGD) administrative boundaries, if explicitly requested by the Department in the future.

Hosting on Government Community Cloud

- The MIS and website shall be hosted on a Government Community Cloud (GCC) or other Government-approved infrastructure
- Deployment shall be coordinated with the Department
- No hosting on non-approved private clouds without written consent

Suggestive Technical Implementation Specifications

- **Containerization:** The solution shall be deployed using containerized services managed through an orchestration platform to ensure portability, automated scaling, high availability, efficient resource utilization. and automated failover.

- **Disaster Recovery (DR):** The deployment shall include a passive DR site in a different seismic zone with automated data replication to meet a Recovery Point Objective (RPO) of < 4 hours and Recovery Time Objective (RTO) of < 24 hours.

Data Security, Privacy & Legal Compliance

The Agency shall ensure full compliance with:

- Legislative Adherence:
  Ensure 100% compliance with the Digital Personal Data Protection (DPDP) Act, 2023 and Government of India (GoI) cybersecurity and IT guidelines

Mandatory measures include:

- Data Collection and storage as per norms
- Encryption of data at rest and in transit
- Secure APIs and access controls
- Regular vulnerability assessment and penetration testing (VAPT)
- Secure backup, disaster recovery, and incident response mechanisms

Suggestive Technical Implementation Specifications

Consent Architecture: The platform shall implement consent management compliant with MeitY's electronic consent framework, including generation, versioning, and secure storage of digitally verifiable consent records. (e.g. generate and store a digitally signed Consent Artifact (XML/JSON) for every beneficiary, recording the specific purpose, timestamp, and mode of consent as per framework specifications.)

Encryption: All sensitive data shall be protected using strong encryption mechanisms— e.g. AES-256 for data at rest and TLS 1.3 or higher for data in transit—to ensure end-to-end confidentiality and integrity..

PII Protection: Personally Identifiable Information (Aadhaar, Mobile Number) must be masked in the database and visible only to authorized users with specific decryption privileges.

Phased Rollout

- Project will be rolled out in 28 Districts
- Farmers/ Blocks/ Villages shall be on boarded in a phased manner as notified by the Department
- The MIS shall support seamless addition of new clusters without redesign
- Reporting shall cover only operationalised districts/Farmers/Blocks/Villages during each reporting cycle

Suggestive Technical Implementation Specifications

Configuration- Driven Activation: District activation must be managed via a master configuration table. Adding a district should involve enabling its LGD code in the "Active Scope" configuration, instantly enabling data entry for that geography.

Database Partitioning: To handle the increasing data volume, high-transaction tables (e.g., Surveys) must utilize Partitioning (by District or Year) to maintain query performance as the rollout progresses.

Operational Expectations:

- Seamless onboarding of districts, blocks, villages, clusters
- No downtime during expansion
- Support for user training during each phase

Data Ingestion, Bulk Upload & System Integration

Data Ingestion, Bulk Upload, Push & Pull Mechanisms

The MIS shall support multiple, flexible data exchange mechanisms to enable efficient capture, consolidation, and dissemination of information under UPAGREES. The selected Agency shall design and implement the following capabilities:

A. Bulk Data Upload (Excel / CSV)

- Facility for bulk upload of data through Excel / CSV templates for:
  - Beneficiary master data
  - Physical progress and indicator data
  - Transaction reference data related to DBT cash support, in-kind input transfer, and services provided to beneficiaries
- Configurable templates with:
  - Mandatory and optional fields
  - Validation rules
  - Reference master codes
- Upload validation, error logs, and version control
- Role-based approval of uploaded datasets
- Upload templates for beneficiary level transaction reference data (cash support, in kind inputs transfer, and services provided)

B. API-Based Data Exchange – PULL Mechanism

The MIS shall support API-based data pull from external systems, including but not limited to:

- DBT other Government payment systems
- Accounting / financial systems
- Stock and material management systems
- Any other Government-approved applications

Key features:

- Scheduled and on-demand data pull
- Secure authentication and authorisation
- Schema validation and reconciliation checks
- Timestamping and audit logs

C. API-Based Data Exchange – PUSH Mechanism

The MIS shall also support API-based data push to external systems, as required by the Department, including:

- Pushing validated, aggregated, or summary-level information
- Sharing planning, monitoring, and reporting outputs with other Government systems or platforms (including UPAGRIVERSE, when required)

Key features:

- Push of read-only informational data only
- Secure, encrypted transmission
- Configurable triggers (event-based or scheduled)
- Complete audit trail of all data pushed

D. Automated Synchronisation & Reconciliation

- Configurable sync frequency (real-time / daily / weekly)
- Mismatch and exception reporting
- Re-processing and re-sync capability

E. Data Validation, Approval & Audit Trail

- Validation workflows for both pushed and pulled data
- Role-based approval before data is published or shared
- Audit logs capturing:
- Source / destination system
- Timestamp
- Data volume
- User or system initiating the action

F. Data Security & Governance

- All push and pull mechanisms shall comply with:
  Digital Personal Data Protection (DPDP) Act, 2023
  Government of India cybersecurity guidelines
- Access to API configuration and data exchange shall be restricted to authorised roles only

Critical Scope Clarification

The MIS shall only capture, store, analyse, and share information through bulk uploads or push/pull APIs. The MIS shall not initiate, process, authorise, or execute any financial, DBT, procurement, or stock transactions in any external system.

Integration with UPAGRIVERSE Platform & Cloud Migration

Upon readiness and commissioning of the UPAGRIVERSE platform and its associated Government-approved cloud infrastructure, the MIS Agency shall be responsible for ensuring seamless, secure, and timely integration and transfer of all UPAGREES MIS data, as and when required by the Department.
The Agency shall:

- Transfer all historical and current datasets, including:
  Indicator data
  User data and role definitions
  Reports, dashboards, and metadata
- Use open, non-proprietary formats and API-based or batch-based mechanisms
- Ensure data integrity, completeness, and traceability
- Maintain encryption, authentication, and audit logging during transfer
- Ensure no disruption to ongoing MIS operations during migration

Suggestive Technical Implementation Specifications

- **AgriStack Alignment:** Data models for farmer profiles, land parcels, and related entities shall follow national AgriStack standards to ensure semantic interoperability with state and national agriculture systems.
- **Data Portability:** The platform shall provide automated, repeatable, and fully documented ETL processes capable of exporting all datasets in open, vendor-neutral, open, non-proprietary formats (JSON, CSV, SQL dumps) accompanied by a comprehensive Data Dictionary for seamless integration or migration.
- **Exit Management:** All source code, deployment configurations, and technical documentation shall be version-controlled and maintained in a government-owned repository to ensure transparency and continuity.

All integration and data transfer activities shall be carried out within the scope and cost of this contract, with no additional financial implication to the Department.

On-site Manpower Support at UPAGREES Office

To ensure effective coordination, timely issue resolution, and day-to-day operational support, the selected Agency shall deploy 2 qualified personnel at the UPAGREES Project Office during the contract period.

Roles & Responsibilities

The on-site personnel shall support the Department and PMU in:

- Day-to-day coordination between the Department, PMU, and the Agency's technical team
- Application Support to address and resolve system errors encountered by users during data entry, validation, and reporting workflows
- Facilitation of user onboarding and access management
- First-level troubleshooting and issue escalation
- Support during review meetings, World Bank missions, and audits
- Coordination during UPAGRIVERSE integration and data migration activities

Skill Profile

Role	Qualification & Experience
MIS / Data Support Executive	Graduate/Postgraduate with 3–5 years' experience in MIS, data management, or Govt projects
Technical / Application Support	Graduate/Engineer with 3–5 years' experience in application support, reporting systems

Deployment & Availability

- At least one (1) resource shall be deployed full-time at the UPAGREES Office
- The second resource may be deployed part-time or full-time, as required
- Working hours shall align with Government office timings
- Resources shall be available during critical reporting periods and reviews

Replacement & Continuity

- Any replacement of on-site personnel shall require prior approval of the Department
- Replacement shall be completed within 10 working days to ensure continuity

The cost of on-site manpower support shall be included within the overall contract value and shall not attract any additional payment.

Deliverables

System Architecture Document	MIS & website design
Indicator Mapping Matrix	Indicator → data fields → Source Identification
User Management Module	RBAC-enabled
MIS Application	Fully operational
Dashboards & Reports	Project Objectives-aligned
Programme Website	Integrated & live
Mobile Application	Integrated & live
Security Compliance Reports	DPDP & VAPT
Training & Documentation	Trainings, User & admin manuals
Migration & Integration Support	UPAGRIVERSE readiness

Duration & Maintenance

- Duration: 6 years
- Includes development, deployment, hosting coordination, operations, maintenance, and support

Data Ownership & Intellectual Property

All data, source code, documentation, configurations, and outputs shall be the exclusive property of the Government of Uttar Pradesh. No proprietary lock-in shall be introduced.

Performance Standards & SLAs

System Uptime & Availability

Overall system uptime	≥ 99.5% per month
Scheduled maintenance window	Max 6 hours per month, with prior approval
Unscheduled downtime	Not more than 0.5% per month
System availability hours	24×7, except approved maintenance

Uptime shall be measured excluding Department-approved scheduled maintenance.

Issue Response & Resolution Timelines

Issues shall be classified and handled as follows:

Critical (P1)	System down, data loss risk, security breach	≤ 1 hour	≤ 8 hours
High (P2)	Core functionality impacted, reports unavailable	≤ 4 hours	≤ 24 hours
Medium (P3)	Partial functionality issues, non-critical module issues	≤ 1 business day	≤ 3 business days
Low (P4)	UI issues, minor bugs, enhancement requests	≤ 2 business days	≤ 5 business days

Critical and High issues shall be addressed on priority basis including holidays, if required.

Data Accuracy & Reporting Timeliness

Data accuracy (post-validation)	≥ 99% accuracy
Duplicate / inconsistent records	≤ 1% of total records
Indicator calculation accuracy	100% compliance with approved definitions
Monthly MIS reports	Submitted within 7 calendar days of month-end
Quarterly reports	Submitted within 15 calendar days of quarter-end
Annual reports	Submitted within 30 calendar days of year-end
Results Framework tables	As per Bank-prescribed timelines, without deviation

Any correction to submitted reports shall be logged, version-controlled, and approved by the Department.

Data Security & Incident Response

Security incident detection	Within 30 minutes of occurrence
Incident reporting to Department	Within 2 hours
Incident containment	Within 6 hours
Root Cause Analysis (RCA) report	Within 72 hours
Data breach notification	As per DPDP Act, 2023 and GoI guidelines
VAPT frequency	At least once annually or as directed
Backup frequency	Daily incremental, weekly full backups
Disaster recovery restoration (RTO)	≤ 24 hours
Data loss tolerance (RPO)	≤ 4 hours

Compliance & Audit Readiness

	100% for user & data actions
	Minimum 7 years or as notified
	Mandatory and continuous
	Full support within 24 hours of request

Payment Milestones

Overall Approach

- Year 1: Design, development, rollout, stabilisation
- Years 2–6: Operations, maintenance, enhancements, integrations, support
- Payments linked to deliverables + SLAs, not effort

A. Development & Rollout Phase (Year 1 – 40%)

Mobilisation	Mobilization advance	8% against BG
M1. Inception	Software Requirements Specifications, Project kick-off, staffing, detailed work plan, architecture & security design approval	2%
M2. Core MIS Development	Development of core MIS modules, user management, dashboards, bulk upload & API framework	15%
M3. Go-Live & Initial Rollout	System go-live for initial districts, user onboarding, training, stabilisation	15%
M4. Year-1 Acceptance	Successful completion of Year-1 operations, SLA compliance, documentation	8%
Subtotal – Year 1		40%

Mobilization shall be recovered equally from milestone payment M2 and M3

B. Operations & Maintenance Phase (Years 2–6 – 50%)

Payments during O&M shall be subject to SLA compliance and quarterly performance reviews.

	Operations, maintenance, support, phased district onboarding	10%
	Operations, enhancements, reporting, audits, WB missions	10%
	Operations, performance optimisation, safeguards monitoring	10%
	Operations, integration readiness, data quality assurance	10%
	Operations, transition support, handover preparation	10%
		50%

Annual payments shall be released in quarterly tranches, linked to SLA scorecards.

C. Final Integration & Exit Milestone (Year 6 – 10%)

	Complete documentation, source code handover, data migration/integration support (including UPAGRIVERSE, if triggered), knowledge transfer	10%

D. Key Payment Conditions

- All payments shall be subject to achievement of deliverables and SLA compliance.
- Failure to achieve minimum quarterly SLA scores may result in withholding or proportionate deduction of payments.
- Annual O&M payments shall be released only upon satisfactory performance review and certification by the Department.

Exit & Handover

Exit and handover shall include:

- Complete system documentation
- Source code and configuration transfer
- Knowledge transfer
- Successful secure migration and integration of UPAGREES MIS data to the UPAGRIVERSE platform and cloud, as certified by the Department

ANNEXURE - Indicator-wise Data Capture

- The indicators and Data Elements listed in this Annexure A are sample Project Development Objective (PDO) and1 Intermediate Results Indicators, extracted from the World Bank–approved UPAGREES Performance Monitoring Framework.
- These indicators are provided for reference and guidance to define the scope of data capture, validation, MIS reporting, and dashboard design under this
- The final set of indicators, definitions, baselines, Data Fields, Data Sources, targets, and reporting frequency shall be as notified by the Department post vendor selection.

PDO-Level Indicators

Improved Climate Resilience – Crop Yield

Average annual yield – Rice, Wheat, Maize, Gram, Mustard	Crop-wise acreage, yield (MT/ha), season/year, location (district/block/Village/Plot), intervention linkage, data source

People Benefiting from Increased Resilience

	Gender, Youth, geography, intervention type

Commercialization & Income

	Investment amount, source, enterprise, date
	Baseline vs post-intervention
	Baseline vs post-intervention

Intermediate Indicators – Component-wise

Productivity Enhancement

	Total, female, service/asset type
	Total, women-only FPGs
	Activity-wise TCO/year

Commodity Clusters

	Cluster ID, intervention
	Location, type of support

Digital & Financial Ecosystems

Financial services users	Total, women, youth
Digitally enabled services users	Total, women, youth
Digital marketplace adoption (%)	User base, transactions
Farmers on digital registry	Unique farmer IDs
MSMEs supported through AIF	Total, women-led
Women-led MSMEs accessing credit (%)	Credit source, amount

Enterprise & Innovation

Challenge fund proposals sanctioned	Number, sector, year

Project Management & Learning

Beneficiary satisfaction (%)	Survey results

Grievances addressed (%)	Registered vs resolved

ANNEXURE

Agriculture Level Component Intervention & Service Data Fields (Indicative). This Annexure defines indicative Agriculture component data fields to be captured in the MIS for monitoring, reporting, indicator computation, and audit facilitation purposes only.

Agriculture Component – Farmer & Land Profile

	Farmer ID	Unique farmer identifier	MIS Master	Yes
	Farmer Name	Name of farmer	Field / Upload	Yes
	Parent / Spouse Name	As per records	Field / Upload	Yes
	Gender	Male / Female	Field / Upload	Yes
	Social Category	SC / ST / OBC / Others	Field / Upload	Yes
	Youth Flag	Yes / No	Field	Yes
	FPG ID	Associated FPG	Field	Yes
	FPG Name	Group Name	Field	Yes
	Gender Equity Flag	FPG leadership gender	Field	Yes
	Village	Village name	Field / Upload	Yes
	Block	Block name	Field / Upload	Yes
	District	District name	Field / Upload	Yes
	Landholding Size	Area (ha)	Field / Upload	Yes
	Land Ownership Type	Owned / Leased	Field / Upload	Yes
	Crop Season	Kharif / Rabi / Zaid	Field	Yes

Agriculture Component - Crop & Production Details

1	Crop Code	Crop identifier	Field / Upload	Yes
2	Crop Name	Name of crop	Field / Upload	Yes
3	Area Under Crop	Area (ha)	Field / Upload	Yes
4	Variety	Crop variety	Field	No
5	Sowing Date	Date of sowing	Field	Yes
6	Expected Yield	MT / ha	MIS	No
7	Actual Yield	MT / ha	Field	Conditional
8	Harvest Date	Date of harvest	Field	Conditional
9	Irrigation Type	Canal / Borewell / Rainfed	Field	Yes

Agriculture Component – Input & Asset Support

1	Input / Asset Type	Seed / Fertilizer / Equipment	Field / Upload	Yes
2	FPG Id/ Farmer Id	Link with MIS master based on FPG / Farmer ID	Field / Upload	Yes
3	Quantity	Quantity supported	Field / Upload	Yes
4	Unit	Linked with Master	Master	Yes
5	Value	Reference value only	API / Upload/ Auto Calculated	No
6	Date of Distribution	Date	Field / Upload	Yes
7	Season	Kharif / Rabi / Zaid	Field	Yes
8	Source System	DBT / Input / Other	System	Yes

Agriculture Component - Services & Capacity Building

1	Service Type	Training / Advisory / Exposure	Field	Yes
2	Theme	Crop / Technology / Practice	Field	Yes
3	Period of Service	From Date to Till Date	Field	Yes
4	Number of Farmers Covered	Count	Field	Yes
5	Women Participants	Count	Field	Yes
6	Youth Participants	Count	Field	Yes
7	District	District	Master	Yes

Agriculture Component - Outcome & Derived Parameters

1	Farmers reached	Unique farmers supported
2	Area covered	Total area under intervention
3	Yield improvement (%)	Increase over baseline
4	Input efficiency	Input vs output
5	Gender inclusion (%)	Women beneficiaries
6	Youth participation (%)	Youth beneficiaries

Crop Cluster Identification & Profiling

1	Crop Cluster ID	Unique cluster identifier	MIS	Yes
2	Crop Cluster Name	Name of the cluster	PMU / DPIU	Yes
3	Crop Focus	Primary crop (e.g., Paddy, Wheat, Vegetables)	PMU	Yes
4	Secondary Crops	Associated crops, if any	Field	No
5	District(s)	Districts covered	MIS	Yes
6	Block(s)	Blocks covered	MIS	Yes
7	Villages Covered	Number / list of villages	Field	Yes
8	Cluster Area	Approx. area (ha)	Field / GIS	Yes
9	Implementation Phase	Phase I / II / III	PMU	Yes
10	Start Year	Year of cluster initiation	PMU	Yes

Cluster Participants & Institutional Coverage

1	Number of Farmers	Total farmers in cluster	MIS	Yes
2	Women Farmers (%)	Percentage of women farmers	MIS	Yes
3	Youth Farmers (%)	Percentage of youth farmers	MIS	Yes
4	SC / ST Farmers (%)	Social inclusion	MIS	Yes
5	Number of FPGs	FPGs mapped to cluster	MIS	Yes
6	FPG IDs	List of FPG identifiers	MIS	Yes
7	Lead Implementing Agency	SO / DPIU	PMU	Yes

Pre-Production & Input Stage

1	Input Type	Seed / Fertilizer / Equipment	Field / Upload	Yes
2	Crop Variety	Variety promoted	Field	No
3	Area Covered	Area supported (ha)	Field	Yes
4	Season	Kharif / Rabi / Zaid	Field	Yes
5	Input Support Mode	In-kind / Service	Field	Yes
6	Indicative Value	Reference value	API / Upload	No

B.9. Production Stage Monitoring

1	Area Under Cultivation	Area under crop (ha)	Cluster	Field	Yes
2	Production Practices	Traditional / Improved	Cluster	Field	Yes
3	Expected Yield	MT/ha (baseline / expected)	Cluster	Field	No
4	Actual Yield	MT/ha	Cluster	Field	Conditional
5	Climate Risk Flag	Flood / Drought / Heat	Cluster	System	Yes

Post-Harvest, Aggregation & Market Linkages

1	Post-Harvest Facility	Storage / Processing	Field	No
2	Aggregation Point	FPG / Collection Centre	Field	No
3	Market Linkage Type	APMC / Private / Institutional	Field	Yes
4	Buyer Type	Wholesaler / Processor	Field	No
5	Indicative Price Range	Reference only	Field	No
6	Volume Aggregated	Approx. quantity	Field	No

Capacity Building & Services at Cluster Level

1	Training Type	Agronomy / Post-harvest / Market	Field	Yes
2	Number of Trainings	Count	Field	Yes
3	Farmers Trained	Total participants	Field	Yes
4	Women Participants	Count	Field	Yes
5	Youth Participants	Count	Field	Yes

Derived Cluster-Level Performance Metrics (System-Generated)

Cluster coverage (%)	Farmers covered vs target
Area coverage (%)	Area supported vs planned
Yield improvement (%)	Actual vs baseline
Inclusion score	Women & youth participation
Target achieved vs required progress	Pace required to meet cluster targets

ANNEXURE- Fisheries MIS – Data Capture & Indicator Matrix

This Annexure defines indicative data fields for capture and reporting of fisheries-related interventions under UPAGREES. The MIS shall capture, store, and present fisheries data for monitoring, planning, and reporting.

Waterbody & Fisheries Asset Mapping

	Waterbody identification	Waterbody ID	Unique identifier	Field / GIS	One-time	Yes
	Location	Village	Village name	Master	One-time	Yes
	Location	Block	Block name	Master	One-time	Yes
	Location	District	District name	Master	One-time	Yes
	Asset details	Waterbody type	Pond / Tank / Reservoir	Field	One-time	Yes
	Asset details	Water spread area	Area (ha)	Field / GIS	One-time	Yes
	Ownership	Ownership type	Panchayat / Private / Lease	Field	One-time	Yes
	Environmental	Environmental risk category	Low / Moderate / High	Safeguards	One-time	Yes
	GIS	Geo-coordinates	Latitude / Longitude	GIS	One-time	Yes

FFPG / Fisheries Members & Group Registration

	Farmer identification	Farmer ID	Unique farmer identifier	Master	One-time	Yes
	Farmer Name	Name	Name of farmer	Master	One-time	Yes
	Parent / Spouse Name	Name	As per records	Master	One-time	Yes
	Gender	M/F	Male / Female	Master	One-time	Yes
	Social	Category	SC / ST / OBC / Others	Master	One-time	Yes
	Youth	Flag	Yes / No	Master	One-time	Yes
	Gender Equity	Flag	FPG leadership gender Yes / No	Master	One-time	Yes
	Group identification	FFPG ID	Associated FPG (Unique identifier)	Master	One-time	Yes
	Group details	FFPG name	Registered name	Field	One-time	Yes
	Linkage	Waterbody ID	Associated Waterbody (Unique identifier)	System	One-time	Yes
	Inclusion	Women members (%)	Percentage	auto calculated	Not applicable	No
	Inclusion	SC / ST members (%)	Percentage	auto	not applicable	No

Fisheries Input / Asset Support

	Input support	Input type	Seed / Feed / Equipment	Field / Upload	Per event	Yes
	Quantity	Quantity supplied	Numeric	Field / Upload	Per event	Yes
	Value (reference)	Indicative value	Informational only	API / Upload	Per event	No
	Date	Date of distribution	Date	Field / Upload	Per event	Yes
	Beneficiary	FFPG ID	Linked FFPG	System	Per event	Yes
	Verification	Source system	Procurement / Stock system	System	Per event	Yes

Production, Yield & Outcome Tracking

	Production	Species cultured	Fish species	Field	Seasonal	Yes
	Production	Stocking density	No./ha	Field	Seasonal	Yes
	Yield	Total production	MT	Field	Seasonal	Yes
	Productivity	Yield per ha	MT/ha	System-derived	Seasonal	Yes
	Income	Gross revenue	₹ (reference)	Field	Seasonal	No
	Outcomes	Income increase (%)	Derived	System	Annual	Yes

Fisheries Training & Capacity Building

	Service Type	Training / Advisory / Exposure	Field	Yes
	Theme	Crop / Technology / Practice	Field	Yes
	Period of Service	From Date to till date	Field	Yes
	Farmers Covered	Link with MIS master based on FFPG / Farmer ID	Field / Upload	Yes
	Number of Farmers Covered (unregistered)	Count (it may be zero mostly)	Field	Yes
	Women Participants	Count auto calculated based on 4 above. For unregistered, provide field	Auto calculated /Field	Yes
	Youth Participants	Count auto calculated based on 4 above. For unregistered provide field	Auto calculated/ Field	Yes
	District	District	Master	Yes

Environmental & Safeguards Monitoring – Fisheries

	Water quality	DO / pH / Turbidity	Test values	Lab / Field	Quarterly	Conditional
	Feed management	Feed type	Eco / Conventional	Field	Quarterly	Yes
	Waste	Waste disposal method	Method	Field	Quarterly	Yes
	Biodiversity	Native species protection	Yes / No	Field	Annual	Yes
	Climate	Climate risk exposure	Flood / Drought	System	Annual	Yes

ANNEXURE- Social Safeguards Data Capture Matrix

This Annexure defines indicative data fields for capture and reporting social safeguards under UPAGREES. The MIS shall capture, store, and present social safeguards data for monitoring, planning, and reporting.

	Gender Equity	Women beneficiaries (%)	Gender	Master	Continuous	Yes
	Gender Equity	Women-led FPGs	FPG leadership gender	Master	Annual	Yes
	Social Inclusion	SC / ST / Marginal farmers	Social category	Master	Continuous	Yes
	Land Safeguards	Land ownership / access	Ownership type	Field	One-time	Conditional
	Labour	Child labour incidence	Yes / No flag	Field	Quarterly	Yes
	Labour	Safety compliance	PPE / safety practices	Field	Quarterly	Yes
	Community Safety	Community complaints	Complaint type	GRM	Continuous	Yes
	GRM	Grievances received	Complaint ID	GRM	Continuous	Yes
	GBV / SEA / SH	Fast-track complaints	Restricted complaint flag	GRM	Continuous	Yes
	GBV / SEA / SH	Resolution time	Days to closure	System	Continuous	Yes

Access to GBV / SEA / SH data shall be restricted and confidential.

ANNEXURE- Environmental Safeguards Data Capture Matrix

This Annexure defines indicative data fields for capture and reporting of Environmental safeguards under UPAGREES. The MIS shall capture, store, and present data for monitoring, planning, and reporting. The MIS will be initiated from the land and pond selection stage. Accordingly, Environmental Safeguards and Environmental Quality Monitoring forms, along with a detailed checklist, have been developed to ensure compliance with the approved selection protocols for villages and ponds. These tools are intended to integrate environmental compliance at the planning stage itself. All such templates will be provided to the implementing agencies for incorporation into the MIS data entry protocols during system development

Environment Monitoring Tool

	At the time of Village /Pond selection	Only once	Template Checklist & Questionnaire	This will be provided by environment cell.	Georeferenced cadastral layer with various data points	Screening of ( ) Environment and Social safeguards
	During the Implementation of project activities(AGRI+FISH)	Quarterly	Checklist Auto linked	Real-time tracking of whether FPG activities align with the Environmental Management Plan (ESMP,) link with stored Reference data	Fields are auto-checked and auto-populated	Monitoring of Compliances of Mitigation Measures
	Water use efficiency (crop-wise)/Water Source_Fisherish			FPG wise field data	Annual	field data
	Soil Organic Carbon (%)			Soil testing	Annual	Soil testing reports
	From procurement /Number of farmers use approved pesticides			Field survey, procurement records	Quarterly	MIS Linkage
	Dissolved oxygen, BOD, pH, turbidity			Water sampling	Quarterly/ Site inspection	Lab test reports
	Area under climate-smart practices (ha)			Data by SO Staff (number and types of activities) Auto - calculation	Annual	Field data (list will be provided) /Information

Environment Safeguard Data Flow

DATA ENTRY AND LINKAGE FLOW/PROCESS

MIS PROCESS -1: Village Identification (Compliance with Selection Protocols)

Identification of potential project villages based on approved selection criteria. (Linkage- The selection criteria will be embedded in and linked with the MIS back-end.)
MIS PROCESS - 2: Land / Pond Identification
Preliminary identification of agricultural land parcels (Low productivity for FPG / Crop acreage for Cluster- Linkage) and fisheries ponds for proposed interventions.

MIS PROCESS- 3: Environmental Screening (MIS Entry)
Environmental screening using Environmental Safeguards Screening Form.
Identification of environmentally sensitive areas (water bodies, wetlands, forests).

MIS PROCESS - 4: Environmental Quality Baseline Assessment
Collection of baseline environmental data (soil, water quality).
Upload of laboratory / field test results in MIS.

MIS PROCESS - 5: Risk Categorization (ESS)
Environmental risk classification (Low / Moderate / Substantial - Excel-based information has been prepared and will be provided to the developer).
System-generated safeguards requirements based on risk level (auto link with Environmental Mitigation Measures Tool)

MIS PROCESS – 6: Approval / Rejection in MIS
Review by (Environment cell PMU).
Approval, conditional approval, or rejection recorded in MIS. (link with Mitigation measures tool given in table E.1)
`

MIS PROCESS - 7: Periodic Environmental Monitoring
Regular monitoring of environmental indicators (agro-chemicals/Soil/ water quality, waste).
Field data entry and automated validation through MIS.

MIS PROCESS - 8: Mitigations Measures Tracking
Timeline-based tracking and alerts in MIS.

ANNEXURE- Material & Input Reference Data Structures (For Monitoring & Reconciliation Only)

This Annexure defines indicative data fields for capture and reporting of Material Management under UPAGREES. The MIS shall capture, store, and present data for monitoring, planning, and reporting.

Commodity/Input Master

	Commodity/Input ID	Material / Commodity Name (System-generated unique identifier	System	One-time	Yes
	Commodity / Input Name	Material / commodity name	Field	One-time	Yes
	Unit of measurement	Kg / Litre / Nos., etc.	Master	One-time	Yes
	Storage Points	28 districts storage point	Master	One-time	Yes

Material Receipt Reference (GRN)

	Commodity / Input ID	Linked to Commodity Master	System	Per Event	Yes
	Storage Points	Linked storage location	Field/ upload	Per Event	Yes
	Unit	Auto-populated from master	System	Per Event	Yes

Material receipt, utilization, and balance records shall be systematically captured and maintained in the MIS database at storage point and district levels. The MIS shall function as a digital record keeping and monitoring tool for maintaining input and material registers, replacing or supplementing manual registers used under the project.

Stock utilization entries shall be mandatorily linked with relevant component level and intervention level data captured in the MIS to enable traceability of inputs from receipt to beneficiary level utilization. Any FIFO or rate based logic applied within the MIS shall be used strictly for validation, analytical, and monitoring purposes and shall not constitute inventory valuation or financial accounting. The MIS shall not execute procurement, payment, or accounting functions, which shall continue to be performed through existing systems.

Goods Receipt Verification (GRN) – MIS Scope

The MIS shall support generation and maintenance of system based Goods Receipt Records (GRN) upon confirmation of physical receipt of materials at designated storage points (1 at each district). Such GRN records shall capture essential receipt details including commodity, quantity, storage location, and date of receipt and shall serve as a digital verification and monitoring record within the MIS.

MIS generated GRN records shall be used by the Head Office and authorised finance officials as a reference for verification of goods receipt status prior to processing supplier payments in the respective accounting or payment systems. The MIS shall not, however, initiate, authorise, or execute any supplier payments, procurement actions, or accounting entries.

GRN records maintained in the MIS shall be subject to periodic reconciliation with manual stock registers and accounting records to ensure completeness, accuracy, and auditability.

Service Level Agreement

The purpose of Service Level Agreement (hereinafter referred to as SLAs) is to clearly define the levels of service which shall be provided by the Consulting Firm to UP-AGREES for the entire contract duration. This SLA section provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof.

Parameters	Timeline	Penalty	Examples
System Requirements Finalization	T + 1.5 months	• Delay of less than or equal to 2 weeks from Timeline Penalty to be levied = 0.25% per week of payment milestone cost on a pro-rate	Example-1: Delay of 1 week from Timeline, Penalty to be levied = 0.25% * (2% TCV)

		basis Delay of more than 2 weeks from Service Level Timeline Penalty to be levied = 0.5% per week of payment milestone cost on a pro-rate basis Payment milestone = 2% of Total Contract Value	Example-2: Delay of 4 week from Timeline, Penalty to be levied = 0.5% * (2% TCV) TCV - Total Contract Value
Go-Live and Operationalization	T + 6 months	Same as above Payment milestone = 10% of Total Contract Value	Same as above
Maintenance and Updates	From the 7th month after Go-Live until the end of the contract period (up to 60 months) .	During Maintenance and updates Service period, applications are available to the internal and external users should be above the prescribed level given below. > 99% during the business hours (9 AM - 9 PM) > 90% during the non-business hours (9 PM - 9 AM) Penalty to be levied = 0.1% of the maintenance and updates cost for every one hour of non-compliance on a pro-rate basis Payment milestone = 40% of Total Contract Value	Example-1: Total drop from prescribed level = 2 hours. Penalty to be levied = 0.1% * 2 (40% TCV)

Cyber Security breaches	Penalty	Examples
"**Cyber incidents**" means any real or suspected adverse event in relation to cyber security that violates an explicitly or implicitly applicable security policy resulting in unauthorized access, denial of service or disruption, unauthorized use of a computer resource for processing or storage of information or changes to data, information without authorization. "**Cyber Security breaches**" means unauthorized acquisition or unauthorized use by a person as well an entity of data or information that comprises the confidentiality, integrity or availability of information maintained in a computer resource. Incident related to unauthorized access, distribution or modification of physical and digital data or information of UP-AGREES by unauthorized users	INR 50,000 for every instance of security breach throughout the contract period	2 Security Breach. **Penalty to be levied =** INR 50,000 * 2 = INR 1,00,000

Note:

1. The total penalty which may be levied on the consultant shall be capped up to 10% of contract value.
2. The penalty which may be levied during the operations & maintenance stage shall be capped up to 3% of the contract value.

Cyber security breach incidents will be counted separately, and the capping will not apply to cyber security breaches. This penalty will be imposed over and above the penalty mentioned

Performance Specifications and Drawings

As same as above in the Activity Schedule/ Scope of Work

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 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 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 Consultant 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 Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

3.9 Performance Security

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 Reqquirements.

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:

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

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 nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[3] all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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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 *not Applicable*
1.1(e)	The contract name is Procurement of Design, Development, Deployment & Maintenance of a Project-Specific MIS and Website for UP-AGREES.
1.1(h)	The Employer is Project Coordination Unit, Uttar Pradesh Diversified Agriculture Support Project
1.1(m)	The Government means the Government of India.
1.1(n)	The Local Currency means Indian Rupee.
1.1(o)	The Member in Charge is *Technical Coordinator, UPDASP*
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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	country or any payments to any country, person, or entity in that country."
1.2	The Applicable Law is: Laws of Union of India
1.3	The language is English
1.4	The addresses are: Employer: Project Coordination Unit, Uttar Pradesh Diversified Agriculture Support Project Address: 4th floor PICUP Bhawan A-1 Block Vibhuti Khand Gomti Nagar Lucknow-226010 **Contact Number: 0522 2721258** **Email :** updasp12@gmail.com Service Provider: _____ Attention: _____ Telex: _____ Facsimile: _____ Email: _____
1.6	The Authorized Representatives are: For the Employer: Technical Coordinator UPDASP For the Service Provider: _____
2.1	The date on which this Contract shall come into effect is from the date of signing of the contract.
2.2.1	The existing sub-clause '2.2.1 Program' is modified as follows: "**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.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	The Services shall be carried out in accordance with the approved Program as updated."
2.2.2	The Starting Date for the commencement of Services is _____*[date]*.
2.3	The Intended Completion Date is within three months from effective of contract .
2.4.1	Provisions related to Value Engineering do not apply.
2.6.1	The existing sub-clause '2.6.1(b) is replaced with the following: "2.6.1(b) if the Service Provider become insolvent or bankrupt, or goes into liquidation other than for a reconstruction or amalgamation;"
2.6.4(a)	The existing sub-clause 2.6.4(a) is replaced with the following: "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;"
3.1	*:* "health and safety manual *is not applicable.*
3.2.3	The following new sub-clauses 3.2.3(b) and 3.2.3(c) are inserted after existing clause which is numbered as sub-clause 3.2.3(a): "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. 3.2.3(c) after the termination of this Contract, such other activities as may be **specified in the SCC**.
3.2.3(c)	Activities prohibited after termination of this Contract are: No such activity is identified
3.4	The risks and coverage by insurance shall be: (i) Third Party motor vehicle in accordance with the applicable law in India (ii) Third Party liability in accordance with the applicable law in India (iii) Employer's liability and workers' compensation in accordance with the applicable law in India

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(iv) Professional liability total ceiling amount of the Contract (v) Loss or damage to equipment and property _____ *(Must be based on estimates provided by the Consultant)*
3.5	Add the following after 'Appendix I- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration' at the end of the existing Clause 3.5: "Hiding information about any subcontracting not authorized by the Employer shall be treated as violation of Attachment 1 to General Conditions (Fraud and Corruption) and will attract remedial actions as mentioned in the Attachment 1 to the GCC."
3.5(d)	Deleted
3.6	Periodic reports shall include status of compliance to cyber security risks management, and any foreseeable cyber security risk and mitigation. The Contractor shall immediately (within 24 hours) report to the Client any actual or suspected cyber security incident affecting the MIS, including unauthorized access, data breach, data loss, malware/ransomware attack, or system disruption. A detailed incident report shall be submitted within 72 hours, including impact and corrective measures taken.
3.7	Restrictions on the use of documents prepared by the Service Provider are: _____
3.8.1	The following is inserted as a new paragraph after the existing 'clause 3.8.1 Payments of Liquidated Damages:' "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."
3.8.1	The liquidated damages rate is *0.05* percent per day The maximum amount of liquidated damages for the whole contract is 10 (ten) percent of the final Contract Price.
3.8.3	The percentage ***of services not performed satisfactorily*** to be used for the calculation of Lack of performance Penalty(ies) will be as per slabs given in section VII of Activity under chapter Service Legal Agreement

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.9	A Performance Security *shall be required* If required, the Performance Security amount is 5 percent of the Accepted Contract Amount. The standard forms of Performance Security acceptable to the Employer shall be unconditional Bank Guarantees from Scheduled or Nationalized banks in India of the types as presented in Section X of the Bidding Document.
3.11	Provisions related to Sustainable Procurement do not apply.
3.14	Service Provider shall not be responsible for the security at the locations in the Employer's country where the Services are carried out;
3.16	applies
3.18	The following sub-clause is added after 3.17: "**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"
5.1	The assistance and exemptions provided to the Service Provider are: The Employer shall provide access to relevant data, existing systems, and project sites; nominate a nodal officer for coordination; facilitate required approvals and permissions; and extend applicable statutory exemptions as per Government rules.
5.4	The following is added as a new Clause 5.4: "5.4 Access to Project Site 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."
6.2	All payments shall be made in Indian Rupees only and the amount in Indian Rupees is _____.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
6.3.2	The performance incentive paid to the Service Provider shall be: Not applicable
6.4	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. Payments shall be made according to the milestone/deliverables has given in the Section VII Activity Mobilization advance shall be provided against unconditional BG. Mobilization shall be recovered equally from milestone payment M2 and M3
6.5	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. The interest rate is as per prevailing saving rate of schedule bank .
6.6.1	Price adjustment is not to be applied in accordance with Sub-Clause 6.6.
7.1	The existing 'Clause 7.1 Identifying Defects' is replaced with the following: "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**. 7.1.2 The Service Provider shall permit the Employer's Technical auditor to check the Service provider's work and notify the Employer and Service provider of any defects that are found. Such a check shall not affect the Service Provider's or the Employer's responsibility as defined in the Contract Agreement."
7.1.1	The principle and modalities of inspection of the Services by the Employer are as follows: The Services shall be inspected by the Employer through review of deliverables, system demonstrations, User Acceptance Testing (UAT), security and performance testing, and monitoring of compliance with the

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	approved Technical Requirements and Service Level Agreements (SLAs). Periodic reviews and audits may be conducted during development and throughout the O&M period. The Defects Liability Period is 12 months from the date of Go-Live and final acceptance of the MIS. During this period, the Service Provider shall rectify, at no additional cost, any defects or deficiencies in the system. Thereafter, operation and maintenance support shall continue as per the 5-year contract period in accordance with the agreed SLAs.
8.2	The existing 'sub-clause 8.2.4 is replaced with the following: "8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure specified, and in the place shown **in the SCC.**" The following two sub-clauses are added before the existing sub-clause 8.2.5 which is now numbered as 8.2.5 (c): "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 Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 14 days of receipt of such request. (b) The Adjudicator should be in position before "notice to proceed with work" is issued to the Service Provider and an agreement should be signed with the Adjudicator jointly by the Employer and the Service Provider in the form attached – Appendix K."
8.2.3	Adjudicature clause is not applicable
8.2.4	The procedure for adhoc arbitration will be as follows: (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/ President of the Institution of

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Engineers (India)/The International Centre for Alternative Disputes Resolution (India). (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/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), shall appoint the Arbitrator. A certified copy of the order of the* Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties. (c) Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. (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. (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 such agreement, by the appointing authority, namely the * Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India). (f) The Arbitrator should give final award within 120 days of starting of the proceedings (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. The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at Lucknow, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English". *[ICA rules provide for arbitration tribunal of 3*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	arbitrators if the value of claim is over Rs 1 crore unless the parties have agreed otherwise for a sole arbitrator].
8.2.5 (a) and (c)	The designated Appointing Authority for a new Adjudicator is *Not applicable*

Appendices

Appendix A - Description of the Services

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

Appendix B - Schedule of Payments and Reporting Requirements

List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If applicable, list the stages at which progress payments in accordance with the milestones established are to be made, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators. If no reports are to be submitted, state here "Not applicable."

Appendix C - Key Personnel and Subcontractors

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

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

1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).

2. Reimbursable expenditures.

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

Appendix F - Services and Facilities Provided by the Employer

Appendix G - Performance Incentive Compensation Appendix (not Used &Not Applicable)

Appendix H- CODE OF CONDUCT FOR SERVICE PROVIDER's PERSONNEL

(*Delete if not applicable)*

Appendix I- Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors

(*Delete if not applicable)*

[The following table shall be filled in by each subcontractor proposed by the Contractor, that was not named in the Contract]

Subcontractor's Name: *[insert full name]*
Date: *[insert day, month, year]*
Contract reference *[insert contract reference]*
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.]*

Name of the Subcontractor_____

Name of the person duly authorized to sign on behalf of the Subcontractor_____

Title of the person signing on behalf of the Subcontractor_____

Signature of the person named above_____

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Contractor:

Signature: _____

Date signed _____ day of _____, _____

Appendix J

Salient Features of Labour & Environment Protection Laws[1]

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.

[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.

(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 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

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

: 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 mattes 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 foe 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 modified[1] in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security for amounts[2] of 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 security 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 mane 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.*

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

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

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency – not used.

Appendix E: Breakdown of Contract Price in Local Currency.

Appendix F: Services and Facilities Provided by the 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

[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 Provider[3]]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. _____ *[insert reference number of the contract]* dated _____ *[insert date]* to execute _____ *[insert name of Contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract");

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee[4]]* _____ *[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 which may

[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, and denominated in Indian Rupees.*

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 Provider[6]]* (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 guarantee[7]]* _____ *[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.

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[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.

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