

MINISTRY OF STATISTICS AND PROGRAMME IMPLEMENTATION

GOVERNMENT OF INDIA

**Request for Bids
(Non-Consulting Services)**

**National Competitive Bidding
(Single Stage Two-Envelope Bidding with e-Procurement)**

Bid Ref. No: MOSPI/NPIQSI/NCS-1

**Hiring of Human Resources Service Provider for Supply and Management of HR
Requirement of NPIQSI including Payroll Management at Centre, States and Union
Territories' Levels Pan India-HR FIRM**

June 2020

GOVERNMENT OF INDIA

Ministry of Statistics and Programme Implementation

National Program for Improving Quality of Statistics in India

REQUEST FOR BIDS NO. : MOSPI/NPIQSI/NCS-1

**National Competitive Bidding
(Non-Consulting Services)**

(Single stage Two-Envelope Bidding Process with e-Procurement)

1.1: NAME OF NON-CONSULTING SERVICE	Hiring of Human Resources Service Provider for Supply and Management of HR Requirement of NPIQSI including Payroll Management at Centre, States and Union Territories' Levels Pan India-HR FIRM
1.2: PERIOD OF SALE OF BIDDING DOCUMENT	From 15.06.2020. to 27.07.2020
1.3 LAST DATE AND TIME FOR SUBMISSION OF BIDS	Date 27.07.2020 Time: 11:00 AM
1.4 TIME AND DATE OF OPENING OF BIDS- Technical Part	Date 27.07.2020 Time: 11.30 AM
1.5 PLACE OF OPENING OF BIDS	Room No. 506, Level 5, East Block 6, R.K. Puram, Ministry of Statistics and Programme Implementation, New Delhi 110 066, INDIA
1.6 OFFICER INVITING BIDS	Neha Srivastava Director (PMU), Ministry of Statistics and Programme Implementation
1.7 ADDRESS FOR COMMUNICATION	Room No. 506, Level 5, East Block 6, R.K. Puram, Ministry of Statistics and Programme Implementation, New Delhi 110 066, INDIA

**** Should be the same as the deadline for submission of bids***

Summary of Contents

Request for Bids (RFB)

Bidding Document: Request for Bids – Non-Consulting Services

PART 1 – BIDDING PROCEDURES

Section I - Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. It is based on a two-envelope Bidding process with electronic procurement. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II - Bid Data Sheet (BDS)

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

Section III - Evaluation and Qualification Criteria

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

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

Section IV - Bidding Forms

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

Section V - Eligible Countries

This Section contains information regarding eligible countries.

Section VI - Fraud and Corruption

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

PART 2 – EMPLOYER’S REQUIREMENTS

Section VII - Activity Schedule

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

PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section VIII - General Conditions of Contract (GCC)

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

Section IX - Special Conditions of Contract (SCC)

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

Section X - Contract Forms

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

**MINISTRY OF STATISTICS AND PROGRAMME IMPLEMENTATION
GOVERNMENT OF INDIA**

National Program for Improving Quality of Statistics in India

Request for Bids (Non-Consulting Services)

E-Procurement Notice

(Single Stage Two-Envelope Bidding Process with e-Procurement)

NATIONAL COMPETITIVE BIDDING

Project Identification No.:P169497

Contract title: Hiring of Human Resources Service Provider for Supply and Management of HR Requirement of NPIQSI including Payroll Management at Centre, States and Union Territories' Levels Pan India-HR FIRM

Loan No. /Credit No.: TBD

RFB No: MOSPI/NPIQSI/NCS-1

Issued on: 15.06.2020

1. The **Government of India** has initiated a World Bank assisted Project **National Program for Improving Quality of Statistics in India [NPIQSI]** and intends to apply part of the proceeds toward payments under the contract for Procurement of Non-Consulting Services as detailed below. This contract will be jointly financed by Government of India and World Bank. Bidding process will be governed by the World Bank's Procurement Regulations.
2. The **Government of India** now invites online Bids from eligible Bidders for 'Hiring of Human Resource [HR] Service Provider for Hiring of Human Resources Service Provider for Supply and Management of HR Requirement of NPIQSI including Payroll Management at Centre, States and Union Territories' Levels Pan India-HR FIRM' detailed in the Activity Schedule. The bidders have to submit bids for entire Non-Consulting Services indicated therein. Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract. In addition, please refer to paragraphs 3.14 and 3.15 of the "Procurement Regulations" setting forth the World Bank's policy on conflict of interest.

3. Bidding will be conducted through national open competitive procurement using a Request for Bids (RFB) as specified in the World Bank's "Procurement Regulations for IPF Borrowers, July 2016 as revised in November 2017 and August 2018" "Procurement Regulations for IPF Borrowers (dated July 2016; revised November 2017 & August 2018)" ("Procurement Regulations") and is open to all eligible Bidders as defined in the Procurement Regulations. Bidders from India should, however, be registered with the Government of India/other State Governments or State/ Central Government Undertakings. Bidders from India, who are not registered as above, on the date of bidding, can also participate provided they get themselves registered by the time of contract signing, if they become successful bidder.
4. Interested eligible Bidders may obtain further information from Smt. Neha Srivastava, Director, PMU, Ministry of Statistics and Programme Implementation (*MOSPI*). The bidding document is available online on <https://eprocure.gov.in/eprocure/app> from 15.06.2020 to 27.07.2020. Bidders will be required to register on the website <https://eprocure.gov.in/eprocure/app> which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
6. The bidder must ensure that the bid is digitally signed by the Authorized Signatory of the bidding firm and has been duly submitted (frozen) within the submission timelines. MoSPI will in no case be responsible if the bid is not submitted online within the specified timelines.
7. Bids must be submitted online on <https://eprocure.gov.in/eprocure/app> on or before 11:00 AM on 27.07.2020 and the 'Technical Part' of the bids will be opened online on the same day at 11:30 AM. The "Financial Part" shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.
8. All Bids must be accompanied by a Bid Security of the amount specified for the non-consulting service in the table below, drawn in favour of Pay and Accounts Officer (Statistics), MOSPI. 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 **(a) original bid security in approved form; (b) original affidavit regarding correctness of information furnished with bid document; and (c) legally valid Power of Attorney to demonstrate the authority of the signatory to sign the Bid with Ministry of Statistics and Programme Implementation** before the opening of the technical part of the Bid i.e. before 27.07.2020, 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. Other details can be seen in the bidding document. The Ministry of Statistics and Programme Implementation [MOSPI] 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 Ministry of Statistics and Programme Implementation [MOSPI] 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.
11. The address for communication is as under:

*Ministry of Statistics and Programme Implementation
Neha Srivastava, Director, PMU, NPIQSI
Room No. 506
Level 5, East Block 6
R.K. Puram
New Delhi 110 066
INDIA
Phone : +911126175569
Email : jd.issp.cso@mospi.gov.in
Website : mospi.gov.in*

TABLE

Package No	Name of Non-Consulting Service	Bid Security (Rs.)	Cost of Document (Rs.)	Period of Completion
1	2	3	4	5
MOSPI/NPIQSI/ NCS-1	Hiring of Human Resources Service Provider for Supply and Management of HR Requirement of NPIQSI including Payroll Management at Centre, States and Union Territories' Levels Pan India-HR FIRM	2.5 crore	Nil	36 months

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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.
- 1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**.
- 2. Source of Funds**
- 2.1 The Government of India or Recipient (hereinafter called "Borrower") **specified in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount **specified in the BDS**, toward the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, 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) 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) 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 sub-consultants for any part of the Contract including related Services.

- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the 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 Not used.
- 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 Not used.
- 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 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.

B. Contents of Bidding Document

- 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, 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 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 Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for providing the Services. The costs of visiting the Site shall be at the Bidder's own expense.
- 8. Clarification of Bidding Document**
- 8.1 The electronic bidding system **specified in the BDS** provides for online clarifications. A Bidder requiring any clarification of the bidding document may notify the Employer online. 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 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**.

- 9.2 Any addendum thus 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.

C. 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** in accordance with ITB 20.1;
 - (c) **Alternative Bid - Technical Part:** if permissible in accordance with ITB 14;
 - (d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
 - (e) **Qualifications:** documentary evidence in accordance with

ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;

- (f) **Bidder's Eligibility:** documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;
- (g) **Conformity:** documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and
- (h) any other document **required in the BDS.**

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) **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15;
- (c) **Alternative Bid - Financial Part:** if permissible in accordance with ITB 14; 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 shall include 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, and to contract execution if the Bidder is awarded the contract.

13. Process of Bid Submission

13.1 The Letter of Bid - Technical Part, Letter of Bid - Financial Part, and priced Activity Schedule shall be prepared using the

relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

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 in the website mentioned above. Scanned copies of documents listed in ITB clauses 12 and 13.3 should also be uploaded on this website.

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

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 be 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 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 Activity Schedule(s).
- 15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder.
- 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 in Specifications (or Terms of Reference), 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 Activity Schedule.
- 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 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 alongwith 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 prices 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 for the Bid Validity period **specified in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline date (as prescribed by the Employer in accordance with ITB 23.1). A Bid valid for a shorter

period shall be rejected by the Employer as nonresponsive.

19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 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 period, the Contract price shall be determined as follows:

- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor **specified in the BDS;**
- (b) in the case of adjustable price contracts, no adjustment shall be made;
- (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 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of the Technical part of its Bid, a Bid security in original form, and in the amount **specified in the BDS**.

20.2 Not used.

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 validity period of the Bid, or beyond any period of extension 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 48.

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:

(a) if a Bidder withdraws/modifies/substitutes its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid - Technical Part and repeated in Letter of Bid - Financial Part, or any extension thereto provided by the Bidder; or if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 36; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 47; or

(ii) furnish a performance security in accordance with ITB 48.

20.8 The Bid Security 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 shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.

20.9 Not used.

21. Format and Signing of Bid

21.1 The Bidder shall prepare the Bid as per details given in 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.

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 Corrections, if any, can be carried out by editing the information before electronic submission on e-procurement portal.

D. 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 in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-token obtained from any certifying agency authorised by the Government of India (for class of DSC **specified in BDS**). The bidder should

register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents along with the bid otherwise the bid will be rejected.

22.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.

22.3 All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.

22.4 Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

23. Deadline for Submission of Bids

23.1 Bids must be uploaded online no later than the date and time **specified in the BDS.**

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 bidding 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 portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the

bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in BDS**).

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 expiration of the period of Bid validity specified by the Bidder on the Letter of Bid (Technical Part and repeated in Letter of Bid - Financial Part) or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 20.7.

E. Public Opening of Technical Parts of Bids

26. Public 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 choose to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 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, Alternative Bid - Technical Part, 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 alternative bids – technical parts if permitted in ITB 14, that are opened at Bid opening of Technical Parts shall be considered further for evaluation.

F. Evaluation and Comparison of Bids – General Provisions

- 27. Confidentiality**
- 27.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Contract Award is transmitted to all Bidders in accordance with ITB 45.
- 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 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. 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 36.
- 28.2 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. Deviations, Reservations, and Omissions**
- 29.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
 - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

- 30. Nonconformities, Errors and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid which do not constitute a material deviation, reservation or omission.

30.2 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 or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 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 in the manner **specified in the BDS**.

G. Evaluation of Technical Parts of Bids

- 31. Evaluation of Technical Parts**
- 31.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in ITB 32, ITB 33, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

- 32. Determination of Responsiveness**
- 32.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.

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32.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

32.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that, all requirements of Section VII, Employer's Requirements have been met without any material deviation or reservation, or omission.

32.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**33. Qualification
of the Bidder**

33.1 The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid – Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

33.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 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(s) different from the Bidder that submitted the Bid.

33.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

33.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.

H. Public Opening of Financial Parts of Bids

34. Public Opening of Financial Parts

34.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:

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

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

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

BDS.

- 34.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, per lot (contract) if applicable, including any discounts and Alternative Bid – Financial Part, and such other details as the Employer may consider appropriate, will be notified online by the Employer at the time of bid opening.
- 34.4 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.

I. Evaluation of Financial Parts of Bids

- 35. Evaluation of Financial Parts**
- 35.1 In evaluating the Financial Part of each Bid, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:
- (a) not used;
 - (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 30.3;
 - (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications (or Terms of Reference); and
 - (f) the additional evaluation factors are specified in Section III,

Evaluation and Qualification Criteria.

- 35.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.
- 35.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria.
- 36. Correction of Arithmetical Errors** 36.1 The e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures, and therefore there is no scope of discrepancy and need for arithmetic correction.
- 37. Conversion to Single Currency** 37.1 Not used.
- 38. Margin of Preference** 38.1 Not used.
- 39. Comparison of Financial Parts of Bids** 39.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.1 to determine the Bid that has the lowest evaluated cost.
- 40. Abnormally Low Bids** 40.1 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.
- 40.2 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.

40.3 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.

**41. Employer's
Right to
Accept Any
Bid, and to
Reject Any or
All Bids**

41.1 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.

**42. Standstill
Period**

42.1 Standstill Period shall not apply.

[Note 1: where it is proposed to permit Standstill Period, incorporate all changes as indicated in Attachment 3 at the end of this document.

Note 2: Standstill period shall not apply where only one bid is submitted or where the bidding process is in response to an emergency situation recognized by the Bank].

**43. Notification of
Intention to
Award**

43.1 Not used.

J. Award of Contract

**44. Award
Criteria**

44.1 Subject to ITB 41, 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. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

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

**45. Notification
of Award**

45.1 Prior to the expiration of the Bid Validity Period, 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”).

45.2 At the same time, 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.

45.3 The Contract Award Notice shall be published on a National website (GoI website <http://tenders.gov.in> or GoI Central Public Procurement Portal <https://eprocure.gov.in/cppp/>) or on the Employer’s website with free access if available, or in at least one newspaper of national circulation in the Employer’s Country, or in the official gazette.

45.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

**46. Debriefing
by the
Employer**

46.1 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award requests the Employer in writing to explain on which grounds its bid was not selected.

**47. Signing of
Contract**

47.1 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.

47.2 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 48, 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.

48. Performance Security

48.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security, if required, in Indian Rupees, in accordance with the GCC 3.9, and in the amount and form **stipulated in the BDS**.

48.2 If the Performance Security furnished by the successful Bidder is in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a nationalized/scheduled bank located in India, or by a foreign bank acceptable to the Employer, through a correspondent bank located in India. The performance security of a Joint Venture shall be in the name of the joint venture specifying the names of all members.

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

49. Adjudicator

49.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at the daily rate **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the

Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

Section II - Bid Data Sheet (BDS)

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

ITB Reference	A. General
ITB 1.1	<p>The reference number of the Request for Bids (RFB) is : MOSPI/NPIQSI/NCS-1</p> <p>The Employer is: Ministry of Statistics and Programme Implementation [MOSPI]</p> <p>1.1 The name of the RFB is: Hiring of Human Resources Service Provider for Supply and Management of HR Requirement of NPIQSI including Payroll Management at Centre, States and Union Territories' Levels Pan India-HR FIRM</p> <p>The number and identification of lots (contracts) comprising this RFB is: One</p>
ITB 1.2	The Employer shall use the e-procurement system specified in BDS 8.1.
ITB 1.3	The Intended Completion Date is: 36 months from contract signature. The contract may be extended by another 2 years [24 months] depending on performance
ITB 2.1	<p>The Borrower is Government of India</p> <p>Loan or Financing Agreement amount: US \$30 Million</p> <p>The name of the Project is: National Program for Improving Quality of Statistics in India (NPIQSI)</p>
ITB 4.1	Bids from Joint Ventures are not permitted
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: https://www.worldbank.org/en/projects-operations/procurement/debarred-firms

	B. Contents of Bidding Document
ITB 8.1	<p>Electronic –Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process:</p> <p>https://eprocure.gov.in/eprocure/app</p> <p>Requests for clarification should be received by the Employer no later than: 13.07.2020 (11:00 AM)</p>
ITB 8.2	<p>Added Clause 8.2 as below :</p> <p>“The electronic bidding system https://eprocure.gov.in/eprocure/app provides for online clarifications. A Bidder requiring any clarification of the Bidding Document may notify the Purchaser online. Clarifications requested through any other mode shall not be considered by the Purchaser. The Purchaser will respond to any request for clarification, provided that such request is received up to the date mentioned in ITB BDS 8.1. Description of clarification sought, and the response of the Purchaser shall be uploaded 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 Documents, the Purchaser shall amend the Bidding Documents following the procedure under ITB 8 and ITB 23.2. It is the bidder’s responsibility to check on the e-procurement system, for any addendum/ amendment/ corrigendum to the bidding document.”</p> <p>Pre Bid meeting: The bidder or his official representatives are invited to attend a pre-bid meeting which will take place at per details below :</p> <p>Date : 13.07.2020</p> <p>Time : 11:00 A.M.</p> <p>Venue : Due to COVID-19 and the protocols as laid down by the Government from time to time to be followed, it is not clear whether the meeting to be held will be physical or virtual. In either case, address of the meeting location or link to the web meeting would be made available on the MoSPI’s website under Tenders and RFP link by 06.07.2020.</p>

	<p>Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. The person attending the pre-bid conference should have valid authorization from the authorized signatory of the prospective bidder.</p> <p>The prospective Bidders shall intimate the name of representative [s] and the e-Mail ID [not more than 2 from one organization] to jd.issp.cso@mospi.gov.in latest before 1 week of Pre-Bid meeting for facilitating entry passes.</p>
ITB 9.1	<p>Minutes of the pre-bid meeting including clarifications/any modification to the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by the Employer through an addendum/corrigendum and the minutes of the pre-bid meeting.</p> <p>The addendum/corrigendum will appear on the e-procurement system website :https://eprocure.gov.in/eprocure/appand email notification is also automatically sent to those bidders who have started working on this tender.</p>
	C. Preparation of Bids
ITB 12.2 (h)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ul style="list-style-type: none"> • The bidder should be registered firm/company incorporated under Company Act 2013 or Limited Liability Partnership [LLP] Act, 2008 [<i>Self-attested copy of Registration Certificate to be provided</i>] • Certified copy of Valid Registration with Labor Department of any State/Central Government [<i>Registration in Manpower Supply is mandatory and may be provided</i>] • Certified copy of Employees Provident Fund Organization Registration • Copy of PAN Card, TAN Number and GST Registration • Income Tax return for the last 3 financial years [2016-17, 2017-2018 and 2018-19] has to be attached by the bidder

	<ul style="list-style-type: none"> • The bidder shall disclose instances of past performance that may have resulted into adverse actions taken against the bidder during the last five years [<i>self-attested undertaking to be provided</i>] • The bidder shall disclose history of litigation or arbitration awards against the bidder in the last five years [<i>self-attested undertaking to be provided</i>]
ITB 12.3 (d)	The Bidder shall submit the following additional documents in its Bid: None
ITB 13	Note for Bidders: Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up the prescribed formats and upload the scanned copies of the technical documents on the portal. The financial bid form (BOQ) shall be downloaded by the bidders, filled up and uploaded on the e-procurement portal.
ITB 13.3	For submission of original documents, the Employer's address is: Smt. Neha Srivastava Director, PMU, NPIQSI Ministry of Statistics and Programme Implementation Room No. 506, Level 5, East Block 6, R.K. Puram, New Delhi 110066 +911126175569 Country: INDIA
ITB 14.1	Alternative Bids shall not be considered.
ITB 14.2	Alternative times for completion shall not be permitted.
ITB 14.3	Not Applicable.
ITB 15.4	Not Applicable.
ITB 15.7	Not Applicable.
ITB 19.1	The Bid validity period shall be 180 days from the date of bid submission (27.12.2020)
ITB 19.3 (a)	Not Applicable

ITB 20.1	<p>A Bid Security is required.</p> <p>The amount of the Bid Security shall be INR 2.5 crore [Indian Rupees Two Crore Fifty Lakh Only].</p> <p>The Bidder shall submit Bid Security in form as indicated in ITB 20.3 (a)</p>
ITB 20.3 (b) to (d)	Other types of acceptable securities: None
ITB 21.3	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Legally valid Power of Attorney to demonstrate the authority of the signatory to sign the Bid.</p> <p>Bids not accompanying the required Power of Attorney shall be treated as Non-Responsive.</p>
D. Online Submission of Bids	
ITB 22	The Technical Bid is required to be an un-priced proposal to establish that the Bidder satisfies the Eligibility Criteria as per ITB 4 and the Qualification Criteria as per Section III of the bidding document. If the Technical Bid contains any financial or other commercial information, such a Bid shall be outrightly rejected as being non-responsive.
ITB 22.1	Class of DSC required is: Class III
ITB 23.1	<p>The deadline for uploading the Bids is:</p> <p>Date: 27.07.2020</p> <p>Time: 11:00 AM</p>
ITB 25.1	<p>Re-submission of the bid is “not allowed”, if withdrawn.</p> <p>Bidder can re-submit his bid any number of times before the Bid closing Date and Time on the portal. In case of Withdrawal, once the bidder has withdrawn his bid, the eProcurement portal would not allow him to participate again in this tender.</p>
E. Public Opening of Technical Parts of Bids	
ITB 26.1	The online opening of Technical Part of Bids shall take place at:

	<p>Ministry of Statistics and Programme Implementation Room No. 506, Level 5, East Block 6, R.K. Puram, New Delhi 110066 Country: India Date: 27.07.2020 Time: 11:30 AM</p> <p>In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.</p>
F. Evaluation and Comparison of Bids – General Provisions	
ITB 30.3	Not Applicable.
H. Public Opening of Financial Parts of Bids	
ITB 34.2 (c)	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the date and time of the public opening of Financial Parts of Bids.</p> <p>In addition to the above the Employer shall publish a notice of the public opening of the Financial Parts of the Bid on its websitemospi.gov.in and https://eprocure.gov.in/eprocure/app</p> <p>In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.</p> <p><i>[Note: The Financial Parts of the bids shall not be opened earlier than seven (7) days from the communication of technical evaluation results to the bidders]</i></p>
I. Evaluation of Financial Parts of Bids	
ITB 40.2	Provisions related to Abnormally Low Bids apply.
J. Award of Contract	
ITB 48.1	<p>The Performance Security amount shall be 10% of the contract price including applicable taxes.</p> <p>The Standard Form of Performance Security acceptable to the</p>

	Employer shall be in a form of a Bank Guarantee drawn from a nationalized/scheduled bank in India in favour of Pay & Accounts Officer, MoSPI payable at New Delhi. It should be valid for 28 days beyond contract completion period.
ITB 49	<p>“The Adjudicator will be decided in line with the prevailing laws of India as may be applicable to this case at the time of signing of the contract</p> <p>The daily rate for this proposed Adjudicator shall be in line with the Indian laws plus TA/DA, as applicable.</p>
ITB 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: <i>[Smt. R. Savithri]</i></p> <p>Title/position: <i>[Deputy Director General]</i></p> <p>Employer: <i>[Ministry of Statistics and Programme Implementation]</i></p> <p>Email address: <i>[Room No. 411, Level 4, East Block 6, R.K. Puram, New Delhi 110066]</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of the Bidding Documents; and 2. the Employer’s decision to award the contract.

Section III - Evaluation and Qualification Criteria

Contents

In line with the two-envelope bidding process, this section includes Evaluation and Qualification Criteria:

- (i) Technical Part; and**
- (ii) Financial Part.**

A. Most Advantageous Bid

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

- (a) substantially responsive to the bidding document [including submission of documents mentioned in ITB Bid Data Sheet 12.2 (h) and Section 2.1 below];
- (b) the lowest evaluated cost;

B. TECHNICAL PART

1. Adequacy of Technical Proposal

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

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

2. Qualification

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

- (a) Total monetary value of HR Supply and Management Services and Project Management Consultancy Services [including payroll] performed for each of the three financial years, i.e., 2016-17, 2017-18, 2018-19 and address of clients whom may be contacted for further information on those contracts [please provide **Workorders / Memorandum of Association and Articles of Association and a self-certificate certifying this**];
- (b) Details of functional offices available as per Para 2.4 below;
- (c) Qualifications and experience of key personnel required to carry out the contract along with their CVs proposed for the contract;
- (d) Reports on the financial standing of the Bidder, such as profit and loss statements and audited balance sheet with annexures and auditor's reports for the 3 years, i.e., FY 2016-17, 2017-18 and 2018-2019;
- (e) A certificate from Chartered Accountant / Auditor certifying net worth, liquid assets, profit after tax and turnover for the 3 years, i.e., FY 2016-17, 2017-18 and 2018-2019;
- (f) Authority to the Employer to seek references from the bidder's bankers;
- (g) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

2.2 Bids submitted by a joint venture of two or more firms as members shall comply with the following requirements, unless otherwise stated below: **Not applicable.**

2.3 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria:

- (a) The documents mentioned in Section 2.1 above and ITB 12.2 (h) have to be furnished. In the case of non-submission of any document the bid will be rejected summarily.
- (b) Annual volume of HR Services of at least the amount specified **below**;
- (c) Experience as service provider in HR Services [including payroll] over the last 3 years as specified **below**;
- (d) Key personnel with experience in Services of an equivalent nature and volume, and others as specified **below**; 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**.
- (f) Bidder should have a valid ISO 9001 / ISO 27001/(ISO/IEC) 20000 above certification. Copy of Valid Certificate(s) signed and stamped by the Authorized Signatory of the Bidder may be provided.

Even if one of the criteria is not met, the financial bid of those bidders would not be opened. A consistent history of litigation or arbitration awards against the Bidder may result in disqualification.

2.4 Qualification Requirements

Joint Ventures	Not allowed.
Annual Volume	<ol style="list-style-type: none"> 1. The Firm should have been in profit (after tax) for the three financial years, i.e., FY 2016-17, 2017-18, and 2018-2019 [<i>please provide certificate by a Chartered Accountant</i>](P&L Statement may be asked for) 2. The minimum required annual average volume of HR Supply and Management Services and Project Management Consultancy Services in the three financial years (FY 2016-17, 2017-18, and 2018-2019) shall be: INR 100 Crores [<i>please provide CA certificate from statutory auditors certifying the turnover from above mentioned services in the said three financial years</i>]
Experience	<ol style="list-style-type: none"> 1. The firm shall have experience as Lead Service Provider, of satisfactorily performing services related to supply and management of Human Resources [including payroll], of at least 150 professionals per year (through multiple contracts) in any of the 2 years 2016-17, 2017-18 and 2018-2019 [<i>please provide list of all work orders/contract copies of contracts executed during each of these three years and self-certificate certifying this</i>] 2. The firm shall have experience as Lead Service Provider in executing at least one service contract of similar nature and complexity in working with the Central Government/State Governments in any of the 3 financial years, i.e., FY2016-17, 2017-18 and 2018-2019 [<i>please provide list of all work orders/contract copies of contracts executed during each of these three years and employers certificate certifying this</i>]

Essential Facilities	The essentials to be made available for the Contract by the successful Bidder shall be: Establish a functional office [not to be provided by Employer] in Delhi-NCR Region [in case the Bidder does not have one] within 21 calendar days of contract signature					
Key Personnel	The Key Personnel of the firm should have the competence of handling the assignment. The firm should have 3 personnel of the following experience of project implementation:					
S. No	Designation of Personnel	No	Required Qualification	Minimum years of experience	Minimum experience in providing similar services	
K1	Team Leader <i>[Represent the Firm in meetings with MOSPI and its constituent offices and will plan, supervise and manage the coordination of entire assignment]</i>	1	Master's degree with Specialization in Human Resources [e.g., MBA in HR, or 2 year PGDM in HR, or Masters in Management Studies, or equivalent]	Minimum 10 years of relevant experience in HR support	Experience in leading at least 2 hiring and selection assignments of similar nature. S/he should have experience of doing HR planning and designing staff selection methodologies.	
K2	HR Expert <i>[Will be responsible for managing and</i>	1	Master's degree with Specialization in	Minimum 8 years of relevant experience	S/he should have experience of framing	

		<i>conducting the hiring process, performance evaluation, and ensuring no vacant positions, managing leave and payroll, etc.]</i>		Human Resources [e.g., MBA in HR or 2 year PGDM in HR, or Masters in Management Studies or equivalent]	e in HR support	HR policy, HR planning and designing staff selection methodologies for at least 2 projects.
	K3	Financial/Accounts Expert <i>[Will be responsible for managing all salaries, accounting, book-keeping and ensuring statutory compliance, etc.]</i>	1	MBA in Finance, or Master's degree in Commerce or Accounts	Minimum 5 years of relevant experience in HR support	S/he should have experience in handling accounts and finance matters including salary disbursement and statutory payment related to payment of salaries for at least 2 projects.
<i>[Indicate designation, qualification & Experience for each person and furnish their Curriculum Vitae]</i>						
Liquid Assets	<p>The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the bidder shall be: INR 10 Crore. Liquid Assets will be defined as the sum of Cash in Bank, Cash Equivalents (FDR/Marketable Securities).</p> <p>[availability to be certified by a Nationalized/Scheduled Bank / Certified chartered accountant located in India in the specified</p>					

	format]
Subcontractors	Sub-contracting is not allowed.

2.5 Not Applicable.

2.6 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 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.

3.0 Alternative Technical Solutions for specified parts of the Services

Not Applicable.

C. FINANCIAL PART

1. Evaluation (ITB 35.1(f))

In addition to the criteria listed in ITB 35.1 (a) to (e) the following criteria shall apply:

None.

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Letter of Bid – Technical Part – TO BE UPLOADED WITH TECHNICAL BID

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]*

To:

Smt. Neha Srivastava

Director, PMU, NPIQSI

Room No. 506, Level 5, R.K. Puram East Block 6

Ministry of Statistics and Programme Implementation

New Delhi 110 066

INDIA

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document for the following: **Hiring of Human Resource [HR] Service Provider for Supply and Management of Requirements at Centre, State and Union Territories' Levels Pan India;**
- (d) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;

- (f) **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;
- (g) **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;
- (h) **Government-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a government-owned enterprise or institution] / [We are a government-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (i) We confirm that we understand the provisions relating to Standstill Period as described in this bidding document and the Procurement Regulations.
- (j) **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;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, or any other Bid that you may receive;
- (l) **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;
- (m) 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

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

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

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

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

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

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

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

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

Letter of Bid – Financial Part – as per BOQ
[The Form Below is Not To Be Used]

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

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

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

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

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

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

To:

Smt. Neha Srivastava

Director, PMU, NPIQSI

Room No. 506, Level 5, R.K. Puram East Block 6

Ministry of Statistics and Programme Implementation

New Delhi 110 066

INDIA

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

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

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (c) below is:
Total price 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) Not used. **[Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount in Rs of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

[If none has been paid or is to be paid, indicate "none."]

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

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

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

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

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

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

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

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

Appendix to Technical Part – TO BE UPLOADED WITH TECHNICAL BID

Bidder Information Form

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

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

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

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

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: Not applicable
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's actual or intended year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's legal Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1 - Not applicable

In case of government-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, a list of Board of Directors, and the beneficial ownership.

Appendix to Technical Part - Not Applicable**Bidder's JV Members Information Form**

(Where permitted as per BDS ITB 4.1)

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

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

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

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that

they are not under the supervision of the Employer, in accordance with ITB 4.6.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**Appendix to Technical Part - TO BE UPLOADED WITH TECHNICAL BID
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*]

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

Financial Year (Equivalent INR Crore)

2016-2017

2017-2018

2018-2019

1.2b Profit accrued (after tax) in the three years. (*Attach certificate from Chartered Accountant*):

Financial Year (Equivalent INR Crore)

2016-2017

2017-2018

2018-2019

1.3 Services performed as Lead Service Provider (*in the same name and style*) on the provision of Services of a similar nature and volume over the three years, i.e., FY2016-17, 2017-18, 2018-19. 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 Employer / Project-in-charge.*]

(A) Services performed as Lead Service Provider (*in the same name and style*) on providing services of a similar nature [including payroll] and volume over the three years 2016-17, 2017-18, 2018-19. [*Attach certificate from the Employer / Project-in-charge.*]

Project Name	Name of Employer	Description of Service	Contract No. and	Value of contract	Date of Issue	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons
--------------	------------------	------------------------	------------------	-------------------	---------------	-------------------------------	---------------------------	----------------------------

			date of signing the contract		of Work Order			for Delay, if any

(B) Activities executed as LeadService Provider (in the same name and style) at least one service [including payroll] in the three years 2016-17, 2017-18, 2018-19: *[Attach certificate from the Project-in-charge.]*

Additionally, **the bidder is also mandatorily required** to furnish details of all service contracts executed as Lead Service Provider of similar nature and complexity [including payroll] in the Central Government/State Governments in the 3 financial years i.e., FY 2016-17, 2017-18 and 2018-2019.

Year		Name of the Work	Name of Employer*	Quantity of activities performed	Remarks(indicate contract Ref)
2016-17	1				
	2				
	3				
	...				
2017-18	1				
	2				
	3				
	...				
2018-19	1				
	2				
	3				
	...				

[Attach certificates from Project in-charge]*

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

Details of Office in Delhi/NCR as mentioned in Section III para 2.4:Essential Facilities

- 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

- 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5: Not used.

- 1.7 Financial reports for the three years 2016-17, 2017-18 and 2018-19: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

.....

- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents¹. 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

¹Attach certificate from a Nationalized/ Scheduled Bank in the format given in point 2 below.

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 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					
	S. No.	Financial Information in Rupee equivalent with exchange rate at the end of concerned year	Actuals for 3 financial years			Ref. of Page Nos. of Balance sheets
	(1)	(2)	(3) 2016-2017	(4) 2017-2018	(5) 2018-2019	(6)
1.	Total Assets					
2.	Total Turnover					
3.	Current Assets					
4.	Current Assets + Loan & Advances					
5.	Total Liabilities					
6.	Current					
7.	Liabilities					
	Current liabilities					

	8.	& provision Profit before				
	9.	Interest and Tax				
	10.	Profit before Tax				
	11.	Profit after Tax Shareholder's Funds (Net Worth)=(Paid up equity +Reserves)-				
	12.	(revaluation reserves + Miscellaneous expenditure not written off)				
	13.	Depreciation				
	14.	Current Ration (2)/(5) 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(no substitute is acceptable) 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

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

Schedule Forms

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

Appendix to Technical Part - TO BE UPLOADED WITH TECHNICAL BID

Method Statement

Appendix to Technical Part - TO BE UPLOADED WITH TECHNICAL BID

Work Plan

Appendix to Technical Part

TO BE UPLOADED WITH TECHNICAL BID

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]*² (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 _____³ 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;

²*In the case of a JV, the bidder should be stated as "a Joint Venture consisting of, and".*

³*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.*

or

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

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 _____⁴ 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.

⁴45 days after the end of the validity period of the Bid.

Total Bid Price						

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

Appendix to Financial Part – Not Applicable

Others - Time Schedule

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

Section V - Eligible Countries

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

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

Under ITB 4.8 (a) *None.*

Under ITB 4.8 (b) *None.*

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹(ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants,

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.

service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

Hiring of Human Resources Service Provider for Supply and Management of HR Requirement of NPIQSI including Payroll Management at Centre, States and Union Territories' Levels Pan India-HR FIRM

Background

The National Statistical Office (NSO), Ministry of Statistics and Programme Implementation (MoSPI) is the nodal agency for planning and facilitating the integrated development of the national statistical system. It plays a crucial role in responding to the emerging and evolving information/ data needs on a wide range of socio-economic-demographic issues. The MoSPI Vision Document 2024 aims to “*Strengthen India’s national statistical system to provide real-time inputs for policy and stronger dissemination practices for public.*”

In alignment with this Vision, the Ministry has initiated the project ‘National Program for Improving Quality of Statistics in India (NPIQSI)’. The project will focus on key foundational activities to improve the quality of statistical products and their use by leveraging government’s wide data assets, establishing common standards, greater use of technology and expansion of capabilities.

NPIQSI will be implemented as a Central Sector scheme of the Ministry of Statistics and Programme Implementation (MoSPI), Government of India during a period of 5 years from April 1, 2020 to March 31, 2025. The project is financed by the World Bank and aims to improve the quality, efficiency and user relevance of statistics produced by MoSPI and optimizing use of existing data for increased evidence-based decision making. The project comprises of four components, namely, (1) Improving Survey Data Quality, (2) Making Most of Existing Data, (3) Enhancing User Relevance of Published Statistics, and (4) Project Management Support. Further details about the project can be got from the Project Appraisal Document [PAD]¹.

Objective[s] of the Assignment

1. The project envisages hiring and management [including payroll management] of relevant human resources on a contractual basis to provide support to :

¹ Provide link to PAD

- a. Various divisions of MoSPI located at Delhi, namely, Social Statistics Division, Economic Statistics Division, Data Informatics and Innovation Division to provide technical support
- b. Sample Design and Research Division [SDRD] and Data Quality Assurance Division [DQAD] located at Kolkata
- c. Six Zonal Offices of Field Operations Division [FOD] located at Jaipur, Lucknow, Kolkata, Bengaluru, Guwahati and Nagpur to manage training related to National Sample Survey [NSS]
- d. All the States and UTs and assist them in the (a) implementation of State Indicator Framework of Sustainable Development Goals [SDGs] and (b) onboarding state data into the National Integrated Information Portal

Scope of Services/Tasks to be Carried Out

The primary task of the Service Provider will be to supply and manage [including payroll] the required human resources at various positions and locations as available at Annexes 1, 2, 3, and 4 with required qualification and experience for efficient management of the project. Each of the Manpower would have to be provided a functional laptop with internet connectivity by the service provider. The Human resources required have been divided into the following three categories:

- a) Functional Specialist
- b) Domain Specialist
- c) IT Specialist

Increment of 8% on remuneration would be applied annually from the 13th month of the date on the Letter of Appointment issued by the HR Management Firm.

Reimbursement of travel expenses (Daily Allowance and Travel allowance including Boarding and Lodging) as per the allowances payable to Senior Time Scale level in GoI (Level 11 of pay matrix of 7th CPC).

Reimbursement of local conveyance based on actuals with a cost ceiling of Rs. 4,000/- per month.

Note: Travel arrangements will be done by the deployed personnel on their own which will be reimbursed by the Service Provider on a case-to-case basis. The quarterly travel cost will be reimbursed by the Employer to the Service Provider.

The scope of service for this assignment includes but is not limited to the following:

- [i] Supply and management [including payroll management] of human resource, with required qualification and experience, at various levels, positions and locations on contractual basis as available at Annexes 1, 2, 3, and 4. Each of the manpower recruited and deployed would have to be provided a functional laptop with internet connectivity by the Service Provider. Manpower would be on the payroll of the firm/agency. Any grievance of the Manpower related to payment, leave, etc. would have to be settled by the HR Firm / Agency.
- [ii] To adopt a transparent, competitive and gender sensitive process in the hiring. It should also be clearly noted that these posts are contractual in nature with consolidated pay package and are not permanent in nature.
- [iii] The Service Provider shall have a competent panel of experts for shortlisting and interviewing human resources.
- [iv] The human resources deployed by the Service Provider will be dedicated to the Project on a full time basis as an exclusive requirement.
- [v] To ensure quality, the Service Provider is expected to develop an HR framework under which the selected personnel [specialists/consultants] will perform their duties. The framework includes, but is not limited to:
- Developing an appropriate hiring and management plan
 - describing standards and guidelines for managing the personnel [specialists] deployed, such as but not limited to appraisal, annual increase in remuneration, retention, leave, termination, issue of ID cards, payroll management, allowances, grievance redressal, performance parameters, etc.
 - ensuring electronic payment of remuneration as per Letter of Appointment to the deployed human resources, by the 7th of every calendar month for the preceding month by crediting the amount to the bank account of the concerned human resources [also refer to serial number [v] below] and claiming commensurate reimbursement on a quarterly basis;
 - deducting such statutory dues from remuneration and deposit to concerned agencies, as per the applicable law of the country and ensuring statutory compliance related thereto including but not limited to filing of requisite returns, issuing of certificates for statutory deduction to the consultant/specialist, as applicable if any;
 - providing human resources as per deployment schedule provided by the PMU (NPIQSI), NSO, MoSPI from the date of receipt of demand/requisition, and

replace immediately the human resources deployed if found unacceptable to PMU because of security risk, incompetence, conflict of interest and breach of confidentiality, being medically un-fit, or improper conduct, etc., upon receiving written communication from the PMU (NPIQSI), NSO, MoSPI.

- [vi] Provide additional human resources [specialists] on pro rata basis when additional requirement arises from time to time in addition to that outlined in the Activity Schedule.
- [vii] The Service Provider will be responsible for providing all back-office support related to contractual human resources hiring and management, including payroll management, which would specifically include contractual HR record management, individuals contract preparation, signing and filing, leave records management of individuals, and any other tasks as may be discussed and agreed with PMU (NPIQSI), NSO, MoSPI.

Firm/Agency will maintain an electronic time recording system for all the manpower deployed at various locations with access to the concerned officers of MoSPI.

Terms of the Assignment

Important provisions with regard to duration and terms of the assignment are listed below.

- The Service Provider shall have a pool of human resources as per requirements at Annexes 1, 2, 3 and 4 of the Activity Schedule and make appropriate replacement/substitution of human resources in case of *non-availability/absenteeism of deployed HR beyond approved leave(s) for uninterrupted services to be provided under the contract, otherwise penalties will be levied on the service provider as per Performance and Availability Standards as per annexure A of the contract. The number of manpower required and locations mentioned in the Annexures are subject to change.
- Agency should be in a position to supply need based manpower whenever called for by the Employer. However, it should be clearly noted that MoSPI shall place the order only as per the actual requirement from time to time. A minimum of 40 professionals would be deployed at any given point of time.

** Absenteeism and non-availability is attributable to performance of human resources deployed by the Service Provider that leads to interruption of any/all benchmark services due to such absenteeism and non-availability for a continuous period of 10 days without pre-approval and replacement whereas benchmark means provision of uninterrupted services by the Selected HR FIRM*

Review procedure to monitor the services

DDG, PMU, NPIQSI is the designated Nodal Officer to interact with the Service Provider as the single point of contact to manage the contract. DDG, PMU, NPIQSI shall provide all necessary information/documents/support required, etc., and closely follow up with the Service Provider and provide necessary guidance during the assignment.

Performance of the hired personnel will be monitored by the DDG of the office to which they are attached.

Copyright

All materials and documentation related to the assignment will be the sole property of the PMU, NPIQSI, MOSPI.

Schedule for First Deployment of Human Resources

Deployment of human resources by Service Provider shall be done based on as and when required during the contract period and within 45 days from the date of receipt of requisition received from the PMU, NPIQSI, MOSPI.

Failure to deploy human resources by the Service Provider as per the First Deployment Schedule as per table at Annexure A and replacements thereof in case of non-availability/absenteeism will result in penalties mentioned in Annexure A of the Contract on Performance and Availability Standards.

Deliverables

The Service Provider shall submit the following reports [in the desired format] acceptable to DDG, PMU, NPIQSI, MOSPI to help in monitoring and evaluation of deliverables with timelines:

Task Deliverable Number	Task Deliverable	Deliverable Format and Number of Copies	Timeline
1.	*Inception Report acceptable to DDG, PMU, MOSPI	1 [one] hard copy. MS Word, Data in MS Excel and in PDF files	Within 15 days of contract signature
2.	Deployment of human resources as per requirement outlined in Annexes 1, 2, 3 and 4 provided below		Refer Annexure A [Performance and Availability Standards] for First Deployment Schedule of Contract agreement
3.	Monthly Report [on deployment of human resources, salaries paid with proof of payments, statutory deductions and payment of statutory dues, progress made till date, etc.]	1 [one] hard copy. MS Word, Data in MS Excel and in PDF files	Refer Payment Schedule in Special Conditions of Contract
4.	Consolidated Annual Report [should contain all points of monthly report and should brief about challenges and solutions provided]	3 [three] hard copies and [1] one soft copy [MS Word, Data in MS Excel and PDF files in a DVD]	Within 15 days after completion of each year from date of signing the contract
5.	Final Report [should contain all points of annual report and should brief about challenges and solutions provided]	3 [three] hard copies and [1] one soft copy [MS Word, Data in MS Excel and PDF files in a DVD]	15 days before contract completion date

**Should address points discussed during the kick-off meeting to be held within 3 days of contract signature and that due diligence will be followed for termination of employees.*

Annexure 1 to Activity Schedule**Details of Human Resources Requirement at New Delhi: 40 Numbers**

It may be noted that this requirement and the qualifications/terms of reference are indicative.

Number and Schedule for Deployment located in New Delhi : 40 Numbers

S.No	Designation	Number of posts	Place of Posting	Period for which consultant is required [Years]
1.	Domain Specialist (SDG)	2	SDG Unit of SSD, MoSPI, New Delhi	3
2.	Functional Specialist (Copy Editors)	2*	SSD, MoSPI, New Delhi	3
3.	Domain Specialist (Capacity Building)	1	DIID, MOSPI, New Delhi	3
4.	Domain Specialist (Program Manager)	1	DIID, MOSPI, New Delhi	3
5.	Domain Specialist (Quality Assurance)	1	DIID, MoSPI, New Delhi	3
6.	Domain Specialist (Innovation)	8	DIID, MoSPI, New Delhi	3
7.	Domain Specialist (Statistics)	2	ESD, MoSPI, New Delhi	3
8.	Manager (HR Management)	2	PMU, MoSPI, New Delhi	3
9.	Domain Specialist (Capacity Building)	1	NSSTA, MoSPI, Greater Noida, UP	3
10.	IT Specialist (Project Manager/ Project Head- SBR)	1	ESD, MoSPI, New Delhi	3
11.	IT Specialist (Solution Architect)	1	ESD, MoSPI, New Delhi	3
12.	IT Specialist (Database Administrator)	1	ESD, MoSPI, New Delhi	3

13.	IT Specialist (Lead Developer)	1	ESD, MoSPI, New Delhi	3
14.	IT Specialist (Developer)	2	ESD, MoSPI, New Delhi	3
15.	IT Specialist (Lead Analyst, Senior Data Analyst and Junior Data Analyst)	3 (One each)	ESD, MoSPI, New Delhi	3
16.	IT Specialist (UI Designer)	1	ESD, MoSPI, New Delhi	2 (from 2021-22 to 2022-2023)
17.	IT Specialist (Tester)	1	ESD, MoSPI, New Delhi	2 (from 2021-22 to 2022-2023)
18.	IT Specialist (Business Analyst)	1	ESD, MoSPI, New Delhi	3
19.	IT Specialist (Application Support & Communication)	2	ESD, MoSPI, New Delhi	2 (from 2021-22 to 2022-2023)
20.	IT Specialist (Infrastructure & Cloud Support)	1	ESD, MoSPI, New Delhi	2 (from 2021-22 to 2022-2023)
21.	Domain Specialist (Expert)	1	ESD, MoSPI, New Delhi	3
22.	Domain Specialist (Professional)	4	ESD, MoSPI, New Delhi	2 specialists for one year, i.e. 2020-21 and 2 more Specialists during 2021-22 to 2022-23
	TOTAL	40		

*** Though placed in SSD, the specialists can be assigned any of the publications of MoSPI, irrespective of the Division.**

Detailed Requirement and Job Description of Consultants

Area for which Consultation is required:		Assessment and Data Compilation for SDGs	
Designation	Domain Specialist (SDG)	Place of Posting	Number of post
		SSD, MoSPI, New Delhi	2
Job Description	<p>Provide support to SSD:</p> <ol style="list-style-type: none"> 1.To analyze and review the existing data availability of National Statistical System including the various MIS and administrative datasets (Central Ministries, Departments, etc.) with special emphasis on SDGs 2.To examine data requirements for each indicator of National Indicator Framework as well as Global Indicators of SDGs as per metadata approved by the Ministry/UNSD. 3.To analyze concepts and definitions for SDG global indicators and their adaptability and standardization in Indian Context. 4.To suggest and develop the data structure for compilation, processing, cleaning and development of databases for SDG national and global indicators 5.To participate in the preparation and presentation of data for national and global level, wherever applicable. 6.To suggest and establish mechanisms for similar reporting for States/UTs and troubleshoot issues in report generation. 7.To establish coordination and liaison mechanisms between states and UTs and Central Ministries/Departments for exchange of data/development of SDG State Indicator Framework/District Indicator Framework/Dashboard and other necessary tasks for national as well as global indicators. 8.Any other work as decided by competent authority. 		
3.	Essential:	<ol style="list-style-type: none"> 1.Post Graduate Degree from a recognized institute in any discipline <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> Graduate degree in any discipline with 2 years of experience in data handling or handling social sector projects <ol style="list-style-type: none"> 2.Proficiency in English and Hindi languages 3. Capable of handling databases with one or more of the 	

		software viz., SPSS etc. and good working knowledge of MS Office.
	Desirable:	1. Understanding of Government Official Statistical System. 2. Good communication (both spoken and writing) and coordination skills.
Work Experience	Essential:	At least one year of experience in dealing with Government Official Statistical System/project management and evaluation/surveys or At least one year experience in Social Sector Projects Desirable: 1. Experience in the field of SDGs. 2. Experience in IT projects
Period of engagement		3 years (Full time consultant)

Area for which Consultation is required:		Assuring Clarity and quality of the Division's publications and communication material	
Designation	Functional Specialist (Copy Editors)	Place of Posting	Number of post
		SSD, MoSPI, New Delhi*	2
Job Description	<p>The consultants will provide technical support to the Division for undertaking the proof-reading and copy editing of the Division's publications to ensure that the statistics are presented in a clear and understandable manner; the explanatory texts that accompany the data are reviewed for clarity and readability; and meaningful comparisons are included in the publications when appropriate. Specific tasks will include:</p> <ol style="list-style-type: none"> 1. Review the publications for content and flow; 2. Undertake editing of the chapters and narrative sections with a view to ensure: clarity and continuity of the argument and focus of the report; clarity of structure and core themes of the report; internal consistency, both analytical and stylistic; 3. Undertake technical editing and copy-editing concentrating on flow and clarity of argument, sequencing, consistency, especially between text and tables and figures and integration of text and boxes, content errors, style and punctuation, spelling and grammar; 4. Ensure that the statistical data used and referenced in the text are consistent with the data in the respective tables, figures, charts and maps, as well as with 		

	<p>the indicator tables.</p> <p>5. Weave chapters/portions together to form a coherent and consistent document, including editing to avoid repetition.</p> <p>6. Create, when applicable, the list of acronyms and the table of contents and inserting references of bibliography as per the global standards</p> <p>7. Consult the concerned persons/agencies on any proposed changes and incorporating those changes;</p> <p>8. Deliver, according to a pre-determined schedule, the copy-edited proof-read finalized document in a print-ready format;</p> <p>9. Any other items of works as assigned by reporting authority.</p>	
Education Qualification	Essential:	Degree from a recognized institute in Journalism, Communication or related field including content writing Proficiency in English and Hindi languages
	Desirable:	Proven record of economic/business journalism; and Knowledge of Economics/ Statistics.
Work Experience	<p>Essential: At least two years' experience as a copy-editor of strategy documents, public policy and / or other types of government documents.</p> <p>Desirable : Proficiency in MS word and MS power-point</p>	
Period of engagement	3 years (Full time consultant)	

*** Note: Though placed in SSD, the specialists can be assigned any of the publications of MoSPI, irrespective of the Division.**

Area for which Consultation is required:		Capacity Building/Training requirement under NIIP	
Designation	Domain Specialist (Capacity Building)	Place of Posting	Number of post
		DIID, MoSPI, New Delhi	1
Job Description	<p>Provide support to DIID:</p> <ol style="list-style-type: none"> 1. Training need assessment for the various stakeholders (manpower hired under the project, State Govt Officials, line ministry etc) 2. Translating requirements into trainings that will groom employees for the next step of their career path 3. Building annual training program and preparing teaching plans 		

	<ol style="list-style-type: none"> 4. Preparation of training modules/training contents/e-learning module. 5. Developing KPIs for various level of trainees and study improvement due to different training interventions. 6. Undertake online training from multiple places across the country. 7. Promote use of technology for training (leveraging NIIP LMS or other open sources/free application) 8. Other works pertaining with training/capacity building. 	
Education Qualification	Essential:	Post Graduate Degree/diploma from an Indian University in HR/Management/Economics/Statistics with excellent communication skills
	Desirable:	
Work Experience	<p>Essential:</p> <p>At least 15 years of experience in training/capacity building of personnel engaged in following areas:</p> <ol style="list-style-type: none"> a. Project Implementation b. Consultancy/IT Projects <p>Institutions in the field of Statistics or Economics field</p> <p>Desirable:</p> <p>High credentials for proving an expert in the field of training/Capacity Building.</p>	
Period of engagement	3 years (Full time consultant)	

Area for which Consultation is required:		<u>Project Management/Coordination related works</u>	
Designation	Domain Specialist (Program Manager)	Place of Posting	Number of post
		DIID, MoSPI, New Delhi	1
Job Description	<p>Provide support to DIID:</p> <ol style="list-style-type: none"> 1. To prepare program management plan and developing strategy for its time bound implementation. 2. To carry out tasks pertaining with Coordination, Monitoring and Supervision of program Management. 3. Organizing programs and activities in accordance with the timelines and deliverables organization. 4. To undertake regular reviews and prepare corrective measures to met the 		

	<p>intended objectives.</p> <ol style="list-style-type: none"> 5. To develop new interventions to support the strategic direction of the program. 6. To analyze the program risks a plan to mitigate the risks. 7. To develop an evaluation method to assess program strengths and identify areas for improvement. 8. To manage a team with a diverse array of talents and responsibilities. 9. To implement and managing changes and interventions to ensure project goals are achieved. 10. To produce accurate and timely reporting of program status throughout its life cycle. 	
Education Qualification	Essential:	<p>B.Tech Degree from an Indian University with MBA and at least 12 years of experience of Program Implementation/ Consultancy/IT with Govt/ PSU or other organization of repute in handling large scale projects</p> <p>OR</p> <p>M.Tech/MCA Degree from an Indian University with MBA and at least 10 years of experience of Program Implementation/ Consultancy/IT with Govt/ PSU or other organization of repute in handling large scale projects</p> <p>Excellent Communication (Spoken & writing) in Hindi & English</p>
	Desirable:	-
Work Experience	<p>Desirable:</p> <ol style="list-style-type: none"> 1. Proven experience in program management/Team Management. 2. Proven stakeholder management skills. 3. Proven experience managing a team. 4. Experience using computers for a variety of tasks. 5. Experience of program managing using IT tools/application 	
Period of engagement	3 years (Full time consultant)	

Area for which Consultation is required:		Implementation of National Quality Assurance Framework in MoSPI	
Designation	Domain Specialist (Quality Assurance)	Place of Posting	Number of post
		DIID, MoSPI, New	1

		Delhi	
Job Description	Provide support to DIID: <ol style="list-style-type: none"> 1. Preparation of guidelines for implementation of National Quality framework. 2. Standardizations of the concepts and definitions for various statistical products of MoSPI 3. To work for adoption of National Quality framework by various divisions of MoSPI 4. Documentation and compliances of data exchange protocols, compendium of registries of various datasets maintained by MoSPI 5. Preparation of Meta Data and relevant documentation. 6. Adoption of best practice for quality assurance framework 7. Other works pertaining with development of Energy/ Industrial statistics ecosystem in the country. 		
Education Qualification	Essential:	Post Graduate Degree from an Indian University in Economics/ Statistics/ Applied Statistics/ Mathematics/ Economics/ Operations Research + MBA with at least 5 years of experience of Research/Study/Project Implementation in one or the more aforementioned areas . Excellent Communication (Spoken & writing) in Hindi & English	
Work Experience	.As mentioned above.		
Period of engagement	3 years (Full time consultant)		

Area for which Consultation is required:		Innovation and adoption of emerging technologies	
Designation	Domain Specialist (Innovation)	Place of Posting	Number of post
		DIID, MoSPI, New Delhi	8
Job Description	Provide support to DIID: <ol style="list-style-type: none"> 1. To work for adoption of upcoming and/or open source technologies in the field of official statistics <ol style="list-style-type: none"> a. Data acquisitions b. Data management c. Data Quality d. GIS 		

	<ol style="list-style-type: none"> e. Data analysis f. Data dissemination – Story telling, Visualization, and other relevant filed g. AI/ML/Big data/Block Chain and other emerging technologies <ol style="list-style-type: none"> 2. Implementation of best practices in the area of Official statistics and to work for replication of use cases across the Globe. 3. Formulate strategy for technological interventions in different domains of NSS and prepare an action plan/roll out of the strategy. 4. Identification of the areas for alternative emerging technologies. 5. To identify the areas for adoption of open source technology in the NSS and prepare strategy for the same. 6. Other works pertaining with technological intervention for NSS.
Education Qualification	<p>Essential: Post Graduate Degree from an Indian University in MCA/B.Tech/M.Tech/BE/ in Computer Science/IT with excellent analytical skills</p> <p>Excellent Communication (Spoken & writing) in Hindi & English</p>
Work Experience	<p>At least 10 years (in case of BTech/BE)/ 8 years (in case of MTech/MCA) of experience of Project Implementation/ Consultancy/IT Projects.</p> <p>Experience of working on 3-4 emerging technologies and open source technologies.</p>
Period of engagement	3 years (Full time consultant)

Area for which Consultation is required:		Assist in quarterly release of National Factsheet Indicators	
Designation	Domain Specialist (Statistics)	Place of Posting	Number of post
		ESD, MoSPI, New Delhi	2
Job Description	<p>Provide support to ESD:</p> <ol style="list-style-type: none"> 1. To coordinate with concerned Divisions of the Ministry and other Ministries for compilation of data of the National Factsheet Indicators (100 in number), as notified by MoSPI. 2. To ensure timely (quarterly) release of factsheet indicators and uploading of the same in MoSPI's website. 3. To annually document the released data as per the targets set in a given FY. 4. To prepare analytical reports of the compiled data and presentation, as and 		

	when required. 5. Any other items of works as assigned by reporting authority.	
Education Qualification	Essential:	Post Graduate Degree from a recognized institute in Economics/ Statistics/ Applied Statistics/ Mathematics/ Economics/ Operations Research with 3 years experience and excellent analytical skills OR Graduate in from a recognized institute in Economics/ Statistics/ Applied Statistics/ Mathematics/ Economics/ Operations Research with 5 years of experience and excellent analytical skills Proficiency in English and Hindi languages
	Desirable:	Proven track record in the field of Statistics.
Work Experience	Essential: At least two years of experience in handling data and its analysis. Desirable : Previous experience of working with government organizations Previous experience in project implementation	
Period of engagement	3 years (Full time consultant)	

Area for which Consultation is required:		HR Management	
Designation	Managers (HR Management)	Place of Posting	Number of post
		PMU, MoSPI, New Delhi	2
Job Description	Provide support to PMU and other divisions of the MoSPI on need basis: <ol style="list-style-type: none"> To liaise between the Divisional Heads and the manpower recruited under the project. To manage a team with a diverse array of talents and responsibilities. To carry out tasks pertaining with Coordination, Monitoring and Supervision. Organizing programs and activities in accordance with the timelines and deliverables. To undertake regular reviews and prepare corrective measures to meet the intended objectives. 		

	6. To produce accurate and timely reporting of HR status throughout its life cycle and take up with the agency for timely fulfillment of vacancies as and when they arise. 7. Any other work as decided by competent authority.	
Education Qualification	Essential:	Master's degree with Specialization in Human Resources [e.g., MBA in HR or 2 year PGDM in HR, or Masters in Management Studies or equivalent] with excellent communication skills OR MBA in Finance, or Master's degree in Commerce or Accounts with excellent communication skills
	Desirable:	1. Understanding of Government Official System. 2. Good communication (both spoken and writing) and coordination skills in both English and Hindi languages 3. Good working knowledge of MS Office.
Work Experience	Essential: <ol style="list-style-type: none"> 15 years of relevant experience in HR support Proven experience in program management/ Team Management. Proven stakeholder management skills. 	
Period of engagement	3 years (Full time consultant)	

Area for which Consultation is required:		Training need assessment	
Designation	Domain Specialist (Capacity Building)	Place of Posting	Number of post
		NSSTA, MoSPI, Greater Noida	1
Job Description	Provide support to NSSTA: <ol style="list-style-type: none"> 1. In undertaking Training Need Assessment for the various statistical officials (MoSPI Officials, State Govt Officials, line ministries / departments, etc) 2. To coordinate with the different stakeholders for inputs 3. To build annual training programs / designing career path of different levels of statistical officials 4. Other works pertaining with training/capacity building 		
Education Qualification	Essential:	Post Graduate Degree/diploma from an Indian University in HR/Management/Economics/Statistics with excellent communication skills	

Work Experience	<p>Essential:</p> <p>15 years of experience in training/capacity building of personnel engaged in large scale organisations / Institutions.</p> <p>Desirable:</p> <ol style="list-style-type: none"> At least 5 years of experience in the field of training/Capacity Building in the field of Statistics or Economics. Excellent Communication (Spoken & writing) in Hindi & English
Period of engagement	3 years (Full time consultant)

Area for which Consultation is required:		Architecture, development and testing and management of the SBR application	
Designation	IT Specialist (Project Manager - SBR)	Place of Posting	Number of post
		ESD, MoSPI, New Delhi	1
Job Description	<p>Provide support to ESD:</p> <ol style="list-style-type: none"> To define and document the statistical business register requirements, functionality and capabilities (ability to generate an outcome) leveraging MoSPI IT infrastructure as well as 7th Economic Census data. To determine the IT platform and key capabilities that will host and support dynamic statistical business register (SBR). To coordinate with key stakeholders and recommend suitable IT architecture for development & maintenance of dynamic SBR. To prepare Detailed Project Report for the dynamic SBR. Any other items of works as assigned by reporting authority. 		
Education Qualification	Essential:	B.E/B.Tech./M.E/ MS in Computer Science/ IT degree from a recognized institute with excellent analytical skills	
	Desirable:	Knowledge of economic sector data analysis tools and technologies are desirable	
Work Experience	<p>Essential:</p> <ol style="list-style-type: none"> 20 years of professional experience in Information Technology industry. Minimum 5 years' experience of Project Management & leading a team of minimum 10 members. Experience of at least 1 project of similar complexity & magnitude with respect to writing project proposal, project cost estimation, scheduling, project staffing, software process tailoring, project monitoring and control, software configuration management, risk management, managerial report writing and presentation and interfacing with clients. 		

	Desirable: <ol style="list-style-type: none"> 1. Experience of using economic sector data analysis tools and technologies are desirable 2. Experience in finance domain. 3. Experience of working with a Government set up.
Period of engagement	3 years (Full time consultant)

Area for which Consultation is required:		Architecture, development and testing and management of the SBR application	
Designation	IT Specialist (Solution Architect)	Place of Posting	Number of post
		ESD, MoSPI, New Delhi	1
Job Description	Provide support to ESD: <ol style="list-style-type: none"> 1. To analyze the SBR requirements and determine the technology needs 2. To conduct research and analysis, apply technical experience, knowledge and established assessment frameworks and approaches 3. To provide technical and analytical expertise around a specific discipline or knowledge area, including machine learning, Dataware house architect, databases, servers, and Cloud, etc. 4. To write background materials and contributing to the preparation of reports, manuals, and presentation. 		
Education Qualification	Essential:	B.E/B.Tech./MCA/M.E/ MS in Computer Science/ IT degree from a recognized institute with excellent analytical skills	
	Desirable:	<ol style="list-style-type: none"> 1. Deep understanding of Micro services 2. Deep knowledge of Database & Analytics 3. Knowledge of NoSQL and Search engines 	
Work Experience	Essential: <ol style="list-style-type: none"> 1. 15 years relevant Industry experience 2. Experience in implementing at least 1 Data Quality Management project with End to End 3 Tier architecture design 3. Experience in implementing Hadoop/DW Desirable: More than 5 years of work experience as a solution architect.		
Period of engagement	3 years (Full time consultant)		

Area for which Consultation is required:		Architecture, development and testing and management of the SBR application	
Designation	IT Specialist (Database Administrator)	Place of Posting	Number of post
		ESD, MoSPI, New Delhi	1
Job Description	Provide support to ESD: <ol style="list-style-type: none"> 1. To carry out performance, integrity and security of database 2. To do planning, development and troubleshooting, maintaining data standards 3. To do database documentation, controlling access permissions and privileges 4. To develop, manage and test the back and recovery plans 5. To operate an efficient physical database design from a logical data model and application specifications. 5. To collect, store, manage, and enable the ability to query the organization's metadata. 6. To work towards database schema creation and management, back-up recovery, data integrity 		
Education Qualification	Essential:	B.E/B.Tech/MCA degree from a recognized institute with IT/Computers as a major subject and excellent analytical skills	
	Desirable:	Knowledge of Cassandra, Neo4J, Orient DB	
Work Experience	Essential:	<ol style="list-style-type: none"> 1. 8 years of relevant Industry experience 2. Proficiency in MySQL, MongoDB, PostgreSQL, MS SQL 	
	Desirable:	Database Administration of at least 1 e-governance project.	
Period of engagement	3 years (Full time Consultant)		

Area for which Consultation is required:		Architecture, development and testing and management of the SBR application	
Designation	IT Specialist (Lead Developer)	Place of Posting	Number of post
		ESD, MoSPI, New Delhi	1
Job Description	Provide support to ESD: <ol style="list-style-type: none"> 1. To perform portal level design development 		

	<ol style="list-style-type: none"> 2. To work on test planning, testing techniques (test design and execution, reporting defects and test results) 3. To use UI technologies such as HTML5, CSS, JavaScript, jQuery, AngularJS etc. 4. To create and maintain technical design documentation and to keep documentation up to date 5. To develop and maintain ETL (Data Extraction, Transformation and Loading) mappings to extract the data from multiple source systems that comprise of various databases 	
Education Qualification	Essential:	B.E/B.Tech./MCA degree from a recognized institute with IT/Computers as a major subject.
	Desirable:	Knowledge of Microservices Knowledge on Oauth, Design patterns
Work Experience	<p>Essential:</p> <ol style="list-style-type: none"> 1. 10 of relevant Industry experience. 2. Proficiency in Java, Spring, Javascript, Hibernate, Angular JS/React JS, Node.js 3. Proficiency in Architectural Patterns and Agile <p>Desirable: More than 3 years of work experience as a developer in the field of Database Management/Analytics domain.</p>	
Period of engagement	3 years (Full time Consultant)	

Area for which Consultation is required:		Architecture, development and testing and management of the SBR application	
Designation	IT Specialist (Developer)	Place of Posting	Number of post
		ESD, MoSPI, New Delhi	2 (1 Senior Developer and 1 Junior Developer)
Job Description	Provide support to ESD: <ol style="list-style-type: none"> 1. To portal level design development 2. To work on test planning, testing techniques (test design and execution, reporting defects) and test results 3. To use UI technologies such as HTML5, CSS, JavaScript, jQuery, Angular JS etc. 		

	<p>4. To create and maintain technical design documentation and to keep documentation up to date</p> <p>5. To develop and maintain ETL (Data Extraction, Transformation and Loading) mappings to extract the data from multiple source systems that comprise of various databases</p>	
Education Qualification	Essential:	B.E/B.Tech./MCA degree from a recognized institute with IT/Computers as a major subject
	Desirable:	Knowledge of Angular Translate, Angular Material React JS
Work Experience	<p>Essential:</p> <ol style="list-style-type: none"> 1. For Sr. Developer: 6 years of relevant Industry experience. 2. For Jr. Developer: 4 years of relevant Industry experience. 3. Proficiency in Angular JS/React, HTML, Javascript CSS, Bootstrap, JQuery, AJAX, Node.JS, MongoDB, Express.JS, OAUTH / JWT <p>Desirable: Experience as a developer in the field of Database Management/Analytics domain</p>	
Period of engagement	3 years (Full time Consultant)	

Area for which Consultation is required:		Architecture, development and testing and management of the SBR application	
Designation	IT Specialist (Lead Analyst and Data Analyst)	Place of Posting	Number of post
		ESD, MoSPI, New Delhi	1 Lead Analyst <i>and</i> 2 Data Analyst (1 Senior Data Analyst and 1 Junior Data Analyst)
Job Description	<p>Provide support to ESD:</p> <ol style="list-style-type: none"> 1. To design and develop BI Reports, Dashboards & ETL mappings 2. To report and perform data analytics to effectively track and monitor performance and take corrective actions 3. To provide insights from the organization's data using statistics analysis 		
Education Qualification	Essential:	B.E/B Tech/MCA/MA/M.Sc. equivalent degree in Statistics/Economics/Commerce from a recognized institute and with excellent analytical skills	

	Desirable:	Knowledge of Machine Learning, NLP, Deep Learning, Hadoop
Work Experience	Essential:	<ol style="list-style-type: none"> 1. Lead Analyst: 8 years of relevant industry experience 2. Senior Data Analyst: 6 years of relevant industry experience 3. Junior Data Analyst: 4 years of relevant industry experience 4. Proficiency in R/Python 5. Excellent knowledge of Statistical modelling, Data Pipelines, ETL / EDA/ Forecasting/ Clustering, Scala, Spark/PySpark, Parallel Computing / Dask
	Desirable:	Experience in using established Data Analytics tools such as GIS, Power BI, Cognos, Qlik Sense, Tableau, SAS, etc.
Period of engagement	3 years (Full time Consultant)	

Area for which Consultation is required:		Architecture, development and testing and management of the SBR application	
Designation	IT Specialist (UI Designer)	Place of Posting	Number of post
		ESD, MoSPI, New Delhi	1
Job Description	Provide support to ESD: <ol style="list-style-type: none"> 1. To create wireframes, storyboards, user flows, process flows and site maps to effectively communicate interaction and design ideas 2. To utilize basic front end languages such as HTML5, CSS3 JavaScript 3. To use visual design and wireframing tools such as Photoshop, Omnigraffle etc. 4. To utilize latest UI trends, techniques and technologies 		
Education Qualification	Essential:	Bachelors in Fine Arts (BFA)/Master in Fine Arts (MFA)/B.Arch / B.Design/M.Design/PG Diploma in Web Design.	
	Desirable:	Knowledge of Figma	
Work Experience	Essential: <ol style="list-style-type: none"> 1. 3 years of relevant Industry experience. 2. Proficiency in Wireframing/ ProtoTyping, UX Writing 3. Sketch / Adobe XD, Zaplin, Photoshop, Visual Communication, 		

	<p style="text-align: center;">Responsive Design Skills</p> <p>Desirable: UI/UX designing of at least 1 e-governance portal development.</p>
Period of engagement	3 years (Full time Consultant)

Area for which Consultation is required:		Architecture, development and testing and management of the SBR application	
Designation	IT Specialist (Tester)	Place of Posting	Number of post
		ESD, MoSPI, New Delhi	1
Job Description	Provide support to ESD: <ol style="list-style-type: none"> 1. To read all the Project documents and understand what needs to be tested. 2. To decide upon the testing procedure based on the information procured in the above step. 3. To develop test cases and prioritize testing activities. 4. To execute all the test case and report defects, define severity and priority for each defect. 5. To carry out regression testing every time when changes are made to the code to fix defects. 		
Education Qualification	Essential:	B.E/B.Tech./MCA degree from a recognized institute.	
	Desirable:	Knowledge of Exploratory Testing, Usability Testing	
Work Experience	<ol style="list-style-type: none"> 1. 3 years of relevant Industry experience. 2. Proficiency in Strong Automation testing skills: Regression Testing/Load Testing/ Performance Testing 3. Tools: Hp 		
Period of engagement	3 years (Full time Consultant)		

Area for which Consultation is required:		Architecture, development and testing and management of the SBR application	
Designation	IT Specialist (Business Analyst)	Place of Posting	Number of post
		ESD, MoSPI, New Delhi	1

		Delhi	
Job Description	Provide support to ESD: <ol style="list-style-type: none"> To study the statistical & related IT data ecosystem at Centre and State levels, with special focus on Economic Statistics. To coordinate with key stakeholder with reference to Business Registers. To study the feasibility and readiness to leverage available IT infrastructure in key stakeholder departments, including state e-governance infrastructure. To provide input to SBR Team on all IT related aspects, and support the State Govt in implementation of the SBR portal. 		
Education Qualification	Essential:	B.E/B. Tech/MCA from a recognized institute and with excellent analytical skills	
	Desirable:	Ability to tie analytic solutions to business/industry value and outcomes	
Work Experience	<p>Essential:</p> <ol style="list-style-type: none"> 8 years of relevant industry experience. Proficiency in Stakeholder Management, Presentation skills, Requirement Gathering and Documentation skills. <p>Desirable:</p> <p>Experience of working with a Government set up</p>		
Period of engagement	3 years (Full time Consultant)		

Area for which Consultation is required:		Architecture, development and testing and management of the SBR application	
Designation	IT Specialist (Application Support & Communication)	Place of Posting	Number of post
		ESD, MoSPI, New Delhi	2
Job Description	Provide support to ESD: <ol style="list-style-type: none"> To provide technical support to teams within the organisation, and to external clients when required To assist in systems integrations To manage ticketed query system and to ensure updation of comprehensive database of queries and resolutions To maintain and update technical documents and procedures 		

	<ol style="list-style-type: none"> 5. To identify and resolve technical issues 6. To deliver regular and customised training to teams within the business 7. To prepare maintenance plans and upgrading schedules for the organisation's systems 	
Education Qualification	Essential:	B.E/B.Tech./MCA degree from a recognized institute.
	Desirable:	<ol style="list-style-type: none"> 1. Excellent communication skills/ Critical Thinking skills. 2. Ability to explain complex ideas to those with limited IT and systems knowledge.
Work Experience	<ol style="list-style-type: none"> 1. 4 years of relevant Industry experience. 2. Understanding of Application/Communication Skills/Logical Understanding of Application Functioning 3. Good Documentation Skills 	
Period of engagement	3 years (Full time Consultant)	

Area for which Consultation is required:		Architecture, development and testing and management of the SBR application	
Designation	IT Specialist (Infrastructure & Cloud Support)	Place of Posting	Number of post
		ESD, MoSPI, New Delhi	1
Job Description	Provide support to ESD: <ol style="list-style-type: none"> 1. To install and maintaining operating environments. 2. To monitor these operating environments. 3. To update software and hardware wherever necessary. 4. To providing training. 5. To ensure operating environments stay safe and secure. 6. To document all reported malfunctions and actions taken in response. 		
Education Qualification	Essential:	B.E/B.Tech./MCA degree from a recognized institute.	
	Desirable:	Advanced skills in Networking, Application Hosting.	
Work Experience	<ol style="list-style-type: none"> 1. 4 years of relevant Industry experience. 2. Knowledge of AWS/Azure/Google Cloud/NIC, Cloud Migration, Multi Cloud Deployment 3. Must know how to use database systems management software, enterprise resource planning software, and web platform development software. 		

Period of engagement	3 years (Full time Consultant)
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Area for which Consultation is required:		Architecture, development and testing and management of the SBR application	
Designation	Domain Specialist (Expert)	Place of Posting	Number of post
		ESD, MoSPI, New Delhi	1
Job Description	Provide support to ESD: <ol style="list-style-type: none"> 1. To undertake research study and literature review on areas such as conceptual linkages and matching amongst SBR parameters; consistency in definitions and concepts in various establishment registers; statutory provisions on data sharing amongst key stakeholders; business unit linkages (enterprise, legal entities, establishments); classification codes; data comparisons; coverage; timing & frequency of updates, to recommend an appropriate dynamic SBR in Indian scenario. 2. To coordinate with key stakeholders and recommend an appropriate approach for developing SBR. 3. To study international best practices and their adaptation for Indian requirements. 4. To assist in preparation of Detailed Project Report for the dynamic SBR. 		
Education Qualification	Essential:	1. Master Degree in Economics/ Commerce/MBA OR B.A (Eco)/B.Com + CA/CS/CWA 2. Excellent analytical skills	
	Desirable:	Research in economic/corporate sector and familiarity with data analysis tools and technologies	
Work Experience	Essential: <ol style="list-style-type: none"> 1. 12 years of professional experience in Consultancy/Analytics/ Research/ Finance. 2. Minimum 5 years' experience of Project Management & leading a team of minimum 5 members. 3. Minimum 4+ years of experience in Economic/Commerce/Data analysis. Desirable: <ol style="list-style-type: none"> 1. Candidates having experience in handling financial data are preferred. 		

	2. Experience of working with a Government set up.
Period of engagement	3 years (Full time Consultant)

Area for which Consultation is required:		Architecture, development and testing and management of the SBR application	
Designation	Domain Specialist (Professional)	Place of Posting	Number of post
		ESD, MoSPI, New Delhi	4
Job Description	<p>Provide support to ESD:</p> <ol style="list-style-type: none"> 1. To study the economic data ecosystem in the States, and those of key stakeholder departments with reference to Business Registers. 2. To study linkages & matching, definition and concepts, reporting reference period, statutory provisions, coverage, timing & frequency of updates, etc. of establishment registers in the State. 3. To study the human resource readiness & training needs for developing and maintaining Business Register in the state. 4. To coordinate with key stakeholders for Business Register. 5. To provide input to SBR Team on all domain related aspects, and support the State Govt in training, operating & updating the SBR portal. <p>The role involves traveling (approx, 20 days in a year) to States/ UTs</p>		
Education Qualification	Essential:	MA (Economics)/M.Com/MBA,OR BA (Eco)/B.Com + CA/CS/CWA	
	Desirable:	Research in economic/corporate sector and familiarity with data analysis tools and technologies are desirable	
Work Experience	<p>Essential: 3 years experience in the relevant field</p> <p>Desirable: 2 years experience of working with a Government set up.</p>		
Period of engagement	3 years (Full time Consultant)		

Annexure 2 to Activity Schedule

Details of Human Resources Requirement at Kolkata : 14 Numbers

It may be noted that this requirement and the qualifications/terms of reference are indicative.

Number and schedule for deployment located in Kolkata: 14 Numbers

Sl.No	Designation	Number of posts	Place of Posting	Period for which consultant is required [Years]
1	Domain Specialist (Survey and Market Research)	5	SDRD, NSO, Kolkata	3
2	Domain Specialist (Industrial Statistics)	5	IS Wing, DQAD, Kolkata	3
3	IT Specialist (Reporting & Analytics)	4	DQAD, Kolkata	3
	TOTAL	14		

Detailed Requirement and Job Description of Consultants

Area for which Consultation is required:		Provide technical assistance for strengthening survey management in order to reduce the timeline in release of NSS results	
Designation	Domain Specialist (Survey and Market research)	Place of Posting	Number of post
		SDRD, NSO, Kolkata	5
Job Description	Provide support to SDRD: <ol style="list-style-type: none"> 1. To take up new Data collection methods using emerging technology to bridge the data gaps and to meet emerging demands. 2. To prepare use cases for replicating innovative survey technologies used across the globe 3. To under market research for sourcing of variety of data available in Govt sector and Private organizations and work for implementing a roadmap to collect/ bring the relevant datasets. 		

	<ol style="list-style-type: none"> 4. To apply Information Technology skills to reduce time lag in release of survey data and reports. 5. To prepare Survey Instrument, Scrutiny programmes, tabulation plan, checking of data & tables, writing of reports, generation of exception reports and summary statements etc. 6. To generated important parameters from data at different levels of disaggregation and different geographical domains with CV, Design Effect and other analytical measures. 7. To prepare working papers, technical and analytical reports. <p>Any other items of works as assigned by reporting authority.</p>
Education Qualification	<p>Essential:</p> <ol style="list-style-type: none"> 1. Masters degree from a recognized institute in Mathematics/ Statistics/ Economics/ Computer Application/Computer Science/ Information Technology/ MBA (specialisation in Marketing Research) or equivalent with 3 years experience as specified below against Work Experience OR Bachelors degree from a recognized institute in Mathematics/ Statistics/ Economics/ Computer Application/Computer Science/ Information Technology or equivalent with 5 years experience as specified below against Work Experience 2. Proficiency in English and Hindi
	<p>Desirable:</p> <ol style="list-style-type: none"> 1. MBA in Marketing/Market Research/Technology based Surveys 2. High credentials to prove the experience of use of emerging technologies for surveys/data collection
Work Experience	<p>Essential:</p> <ol style="list-style-type: none"> 1. Experience in undertaking surveys/market research/studies using emerging and alternative technologies. 2. Experience in analysis of socio-economic survey data using one or more software like, FoxPro/Visual Basic/R/SAS/SPSS/STATA/MS Access or any other programming language. <p>Desirable:</p> <ol style="list-style-type: none"> 1. Experience in surveys like perception based surveys / expectation surveys, surveys with the use of non-conventional sampling methodologies such networking/snowballing met or use of small area estimation techniques 2. Experience in use of software in preparation of customized report or in writing of report with advanced presentation tools.

	3. Experience in comparative data analysis with data from multiple agencies.
Period of engagement	3 years (Full time consultant)

Area for which Consultation is required:		Automatic transfer of Financial Statements available with Ministry of Corporate Affairs or other sources into ASI schedule	
Designation	Domain Specialist (Industrial Statistics)	Place of Posting	Number of post
		IS Wing, DQAD, Kolkata	5
Job Description	<p>Provide support to IS Wing:</p> <ol style="list-style-type: none"> To develop an algorithm to map the Balance Sheet (BS), Profit & Loss Account (PLA) and other Financial Statements (FS) of enterprises from MCA database or other sources to the Annual Survey of Industries (ASI) return. To transfer the Balance Sheet, Profit & Loss Account and other Financial Statements information into ASI schedule using the algorithm. To check inter and intra-block consistency among the different blocks of ASI schedule compiled from the Financial Statements as per the existing validation rules (may be modified due to various reasons). To generate important parameter values at schedule level. To devise method for apportioning an enterprise level balance sheet into multiple establishment level returns. To identify incremental data to be collected separately from the establishments for ASI. To undertake feasibility study for developing a plug-in/software for automatically transferring the accounting information available with BS, PLA and other FS and maintained in TALLY, or other popular and standard Business Accounting Software into ASI schedule. To prepare Road-map for developing such a plug-in/software as mentioned in point no. 7 based on the outcome of the feasibility study. To complete documentation of all the above activities and Preparing Training material (Text and audio/visual) for converting the Financial statements into ASI schedule and apportioning an enterprise level balance sheet into multiple establishment level returns wherever required for training purpose. 		
Education Qualification	Essential:	<ol style="list-style-type: none"> MBA (Finance) or Certified Chartered Accountant (CA) with excellent analytical skills Knowledge and capability to handle standard business accounting software. Proficiency in English and Hindi 	
	Desirable:	<ol style="list-style-type: none"> Knowledge of Corporate Accounting Certifications in IT skills 	

Work Experience	Essential: 3 years' relevant Experience in handling data with one or more of the software viz., MS Access, MS Excel, TALLY ERP9, SAP, QuickBooks etc.
Period of engagement	3 years (Full time consultant)

Area for which Consultation is required:	Assist in the process of selecting proper sample and corresponding weightage to make the results nationally representative using ICT skills.		
Designation	IT Specialist (Reporting and Analytics)	Place of Posting	Number of post
		DQAD, Kolkata	4
Job Description	Provide support to DQAD: <ol style="list-style-type: none"> 1. Pertaining to data finalization, reporting and analytics. 2. To develop algorithm and prepare IT tools for ensuring data quality at various levels of a survey which includes establishing mechanism to provide feedback to field functionaries. 3. To work for setting up of IT based real time monitoring system for the ongoing surveys. <ol style="list-style-type: none"> a. Also, to prepare a quality control module based on the past/legacy/transactional data and work for improvisation of survey data quality 4. To bring out variety of reports on developing validation, identifying outliers and other exception handling in the collected data. 5. To play a key role in sampling and weighting of the survey data 6. To ensure a proper sample is selected and that the sample can be weighted to make the results nationally representative. 7. To do analysis of para data and support research on it 		
Qualification	Essential:	Master Degree in Statistics, Mathematics and /or Computer Science or equivalent degree from a recognized institute. OR B.Tech, MCA, postgraduate in IT etc. from a recognized institute. Proficiency in English and Hindi	
	Desirable:	Advanced ICT Skills; Knowledge of Data Handling Skills; Software like SPSS, SAS; Software codes like R, C, C++, java, VB, Python and Latex ; Knowledge of working in UNIX, Linux and Android Studio;	

		Advanced skills in database like Oracle, SQL.
Work Experience	Essential:	Three years of experience in Reporting and Analytics over datasets collected from large surveys/studies.
Period of engagement		3 years (Full time consultant)

Annexure 3 to Activity Schedule**Details of Human Resources Requirement at 6 Zonal Offices: 18 Numbers [3 per Zonal Office]**

It may be noted that this requirement and the qualifications/terms of reference are indicative.

Number and schedule for deployment located in 6 Zonal Offices: 18 Numbers

Sl.No	Designation	Number of posts	Place of Posting	Period for which consultant is required [Years]
1	Functional Specialist - I (Training)	6	1 each in ZO, FOD (Jaipur, Lucknow, Kolkata, Bengaluru, Guwahati and Nagpur)	1 year extendable upto three years
2	Functional Specialist - II (Training)	12	1 (or 2) each in ZO, FOD (Jaipur, Lucknow, Kolkata, Bengaluru, Guwahati and Nagpur)	For two years and extendable upto three years
	TOTAL	18		

Detailed Requirement and Job Description of Consultants

Area for which Consultation is required:		To impart/manage training on Communication skills and soft skills to field functionaries.	
Designation	Functional Specialist - I (Training)	Place of Posting	Number of post
		Zonal Offices (ZO) of Field Operations Division (FOD), MoSPI, located at Jaipur, Lucknow, Kolkata, Bengaluru, Guwahati and Nagpur	6 (one each in six ZOs)
Job Description	Provide support to Zonal Offices: 1. To impart training to field functionaries in trainings organized at Zonal Training Centres/ROs/SROs for honing their social skills like building		

	<p>rapport with informants.</p> <ol style="list-style-type: none"> 2. To conduct training of trainers on communication skills. 3. To observe the training sessions and provide feedback for improvisation of training material and technique from communication point of view to bring out an overall improvement in the quality of training programme. 4. Any other items of works as assigned by reporting authority. 	
Education Qualification	Essential:	<ol style="list-style-type: none"> 1. Post Graduate Degree in Any Discipline with 3 years of experience as mentioned against Work Experience below OR Graduate in Communication/HR with 5 years of experience as mentioned against Work Experience below 2. Excellent communication skills
	Desirable:	<ol style="list-style-type: none"> 1. Capable of making effective presentations using latest presentation tools 2. Degree/ Diploma in Mass Communication/ HRM/MBA 3. Preparing content of training in audio visual modes(eg as you tube videos, user friendly self learning ,interactive modules etc.) 4. Proficiency in local language 5. IT related certifications 6. Knowledge of field survey – common concepts, definitions and survey process; Besides having domain specific Knowledge of several socio economic sectors like health, employment, consumption, enterprise and industry and agriculture; Data Handling Skills;
Work Experience	<p>Essential: Experience in imparting/managing training programs of which atleast two years in training on Communication Skills</p> <p>Desirable: Experience with digital Learning management systems and would be preferred if he/she has prepared training material in audio visual mode eg you tube, interactive self learning modules or has conducted classes in distant learning mode</p>	
Period of engagement	One year extendable by three years after evaluation and getting feedback from Zones (Full time consultant)	

Area for which Consultation is required:		Training Management of Zonal Offices	
Designation	Functional Specialist – II (Training)	Place of Posting	Number of post
		Zonal Offices, FOD, located at Jaipur, Lucknow, Kolkata, Bengaluru, Guwahati and Nagpur	12 Two in each Zone for two years extendable upto three years
Job Description	<p>Provide support to Zonal Offices:</p> <ol style="list-style-type: none"> To Develop web-based online feedback system, analyse feedback and improve training material on a continuous basis. To design training modules for new surveys, as assigned. To Monitor Para Data of App-based field survey to prepare survey related feedback for designing training programmes; To arrange need-based micro-level training directly in the field based on super scrutiny ,feedback from FOD,DQAD or SDRD and para data analysis; To prepare mechanism for monitoring the quality of work as a post-training exercise and also selecting personnel for training. ; To develop modules and systems for training and human resource development for the contractual staff considering incidence of attrition; liaising with the manpower supply agencies for proper engagement of contractual manpower; To prepare training material, YouTube based lecture series, power-point presentations on relevant subject to be covered in zonal training on time to time basis; Any other items of works as assigned by reporting authority. 		
Education Qualification	Essential:	<ol style="list-style-type: none"> Masters degree from a recognized institute in Mathematics/ Statistics/ Economics with 3 years experience as specified against Work Experience below OR Graduate in Mathematics/ Statistics/ Economics from a recognized institute with 5 years experience as specified against Work Experience below Excellent communication skills 	
	Desirable:	<ol style="list-style-type: none"> Degree/Diploma in HRM/MBA from a recognized university Capable of making effective presentations using latest presentation tools Preparing content of training in audio visual modes (eg as you tube videos, user friendly self learning ,interactive modules etc.) 	

		<ol style="list-style-type: none"> 4. Having experience in para data analysis or data analytics in general 5. Knowledge of field survey – common concepts, definitions and survey process; Besides having domain specific Knowledge of several socio economic sectors like health, employment, consumption, enterprise and industry and agriculture; Data Handling Skills; 6. Proficiency in local language 7. IT related certifications
Work Experience	<p>Experience in imparting/managing various training programs.</p> <p>A candidate with experience in handling and /or analyzing respondent behaviour in surveys would be preferred.</p>	
Period of engagement	Two years extendable by one year upto three years based on feedback from Zones and FOD Offices	

Annexure 4 to Activity Schedule**Details of Human Resources Requirement at different States/UTs Pan India – 74 Numbers**

It may be noted that this requirement and the qualifications/terms of reference are indicative and is subject to change as per the need.

Number and schedule for deployment located in States/UTs: 74 Numbers

Sl.No	Designation	Number of posts	Place of Posting	Period for which consultant is required [Years]
1	Domain Specialist (SDG)	37	1 per State/UT (with NSS DDG of State Capitals and/or the Zonal Office)	3
2	IT Specialist (NIIP/SDG)	37	1 per State/UT (with NSS DDG of State Capitals and/or the Zonal Office or in Centre with DIID)	3
	TOTAL	74		

Detailed Requirement and Job Description of Consultants

Area for which Consultation is required:		Implementation of State Indicator Framework of SDGs	
Designation	Domain Specialist (SDG)	Place of Posting	Number of post
		NSS DDGs in State Capitals and/or the Zonal Office	37 (1 per State/UT)
Job Description	Provide support to: <ol style="list-style-type: none"> 1. Assist States and UTs for development of State Indicator Framework 2. Analyse and review the existing data availability in respect of the State Indicator Framework; 3. Enable mapping of the priorities and schemes of the State 		

	<p>Governments with the State Indicator Framework, wherever applicable;</p> <ol style="list-style-type: none"> 4. Build consonance between NIF and SIF according to national priorities and targets. 5. Enable active collaboration between the State Government Departments by streamlining data flows and processes; 6. Compile reports on the SDGs giving data, metadata and highlights, as necessary; 7. Coordinate with data source Ministries/Departments, States/UTs etc. for collection, compilation, scrutiny of data to be pushed to the SDG Dashboard; 8. Manage database for online records and transmission on SDG dashboard 9. Preparation of reports as per requirement through SDG Dashboard. 10. Align SDG National Dashboard with State dashboard/state requirements. 11. Build capacity of States/UT's on Sustainable Development Goal Indicators for Compilation of State Indicator Framework (SIF) of SDGs, in line with the National Indicator Framework (NIF); and on Database Management and data dissemination; 12. Enable the State Government in developing and implementing data management plans, including finalizing the formats in which data on the state indicators of the SIF are to be obtained and stored for further use. 13. Coordinate with the State Government Departments for matters relating to ESD, NAD, Training and DIID. 14. Any other items of works as assigned by reporting authority. 	
Education Qualification	Essential:	<p>Post Graduate Degree from a recognized institute in any discipline including MBA</p> <p>OR</p> <p>Graduate degree from a recognized institute in any discipline</p> <p>Proficiency in English and Hindi languages Good written and oral English language skills</p>
	Desirable:	<ol style="list-style-type: none"> 1. Understanding of Government Official Statistical System. 2. Proficiency in local language along with English and Hindi. 3. Good communication (both spoken & writing) and coordination skills.

		4. Capable of handling databases with one or more of the software viz. SPSS etc. and good working knowledge of MS Office.
Work Experience	<p>Essential:</p> <ol style="list-style-type: none"> 1. Three years of relevant experience 2. At least one year of experience in dealing with Government Official Statistical System/project management and evaluation/surveys 3. Atleast one year experience in Social Sector Projects <p>Desirable :</p> <ol style="list-style-type: none"> 1. Experience in the field of SDGs 2. Experience with IT organizations 	
Period of engagement	3 years (Full time consultant)	

Area for which Consultation is required:		On-boarding into NIIP (National Integrated Information Platform)	
Designation	IT Specialist (NIIP/SDG)	Place of Posting	Number of post
		1 post per State/UT (with NSS DDG of State Capitals and/or the Zonal Office or in centre with DIID)	37 (1 IT Consultant per State/UT)
Job Description	<p>Provide support to:</p> <ol style="list-style-type: none"> 1. Study Data Sources of State Governments <ol style="list-style-type: none"> a. Study and assess the status, data flow and data management of State Registries. b. Study various Databases maintained by the State Government Departments and create data models to integrate with National Data warehouse for Official Statistics (NDWOS) c. Prepare Meta data, SDMX and compendium of registries of the States. 2. NIIP Onboarding, Stabilization related work <ol style="list-style-type: none"> a. Capacity Building and Handholding of State functionaries for NIIP platform b. Facilitate leveraging of the NIIP functionality (access of datasets of NDWOS, software and state specific statistical products etc.) by the States 3. SDG related activities <ol style="list-style-type: none"> a. Alignment of data entry module on SDGs with requirements of data source Ministries/Departments; 		

	<ul style="list-style-type: none"> b. Enable improved monitoring of SDGs through dashboards/reports; c. Database management for online records and transmission on SDG dashboard; d. Alignment of SDG Dashboard with State dashboard/state requirements; and e. Capacity building of States/UT's on Database Management and data dissemination. <ul style="list-style-type: none"> 4. Handhold key state functionaries on leveraging GSS and other data acquisition modules of the MoSPI 5. Help in overall coordination with state governments for new IT initiatives of MoSPI 6. Look for the implementation aspect of all other IT initiatives of the MoSPI 7. Any other items of works as assigned by reporting authority. 	
Education Qualification	Essential:	<ul style="list-style-type: none"> 1. Post Graduate Degree from an Indian University in Statistics/ Applied Statistics/ Mathematics/ Economics/ Operations Research or MCA/BE/BTech in IT/Computers 2. Excellent Communication (Spoken & writing) in Hindi & English 3. Excellent analytical skills
	Desirable:	<ul style="list-style-type: none"> 1. Familiarity with one or more of the software viz., MS Access, SPSS, SAS and STATA and GIS etc. 2. Proficiency in local language. 3. Understanding of SDGs
Work Experience	<p>Essential: Three years of working experience on Project Implementation/Consultancy/IT/Data Handling/Data Research/Data Science with Govt/ PSU or other organization of repute</p> <p>Desirable: Experience of working of one or more of the software viz., MS Access, SPSS, SAS and STATA and GIS etc. Knowledge of regional language</p>	
Period of engagement	3 years (Full time consultant)	

Performance Specifications and Drawings - Not Applicable

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

Notes on Specifications

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

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

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

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

Consulting Services that exceed the specified minimum sustainable procurement requirements.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized national standards should be used as much as possible. Where other particular standards are used, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

The following clause may be inserted in the Special Conditions or Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and Services or work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes relate to other countries or regions, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Employer prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Service Provider and submitted to the Employer at least 28 days prior to the date when the Service Provider desires the Employer consent. In the event the Employer determines that such proposed deviations do not ensure substantially equal or higher quality, the Service Provider shall comply with the standards specified in the documents.

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

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

Notes on Drawings

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

Part III – Conditions of Contract and Contract Forms

Section VIII: Conditions of Contract

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

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

A. General Provisions

1.1 Definitions

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

- (a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid.
- (c) “Bank” means the 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 such signed Contract.
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider.
- (i) “Foreign Currency” means any currency other than the

currency of the country of the Employer.

- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the Government of India.
- (l) “Local Currency” means Indian Rupees.
- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity **specified in the SCC** to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract.
- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them.
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof.
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer.
- (q) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer. Where the context so requires, the general term ‘Contractor’ also includes/means ‘Service Provider’.
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (s) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer.
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in

accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 Applicable Law The Contract shall be interpreted in accordance with the laws of Union of India.

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

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

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

1.3 Language This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

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

1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the India or elsewhere, as the 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 subcontractors and sub consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Service Provider's and its Subcontractors' and sub consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**1.8 Taxes and
Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

**2.1 Effectiveness of
Contract**

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**

**2.2
Commenceme
nt of Services**

2.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a revised Program (revising the Program given along with the Bid) showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

**2.2.2 Starting
Date**

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

**2.3 Intended
Completion
Date**

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. In particular contract cases where clearance of the Bank or the Association is required for such modifications, the modification shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

**2.4.1 Value
Engineering**

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

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the 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 Facilities.

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, or goes into liquidation other than for a reconstruction or amalgamation;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in 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 less advances or other recoveries or any taxes to be deducted at source [TDS] as per applicable law, prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out

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

3.2 Conflict of Interests

- 3.2.1 Service Provider Not to Benefit from Commissions and Discounts.** The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.
- 3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project** The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
- 3.2.3 Prohibition of Conflicting Activities** Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
- (a) during the term of this Contract, any business or professional activities in India which would conflict with

the activities assigned to them under this Contract;

- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the 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**.

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

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

Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the Service Provider from his obligation to complete the work as per agreed Program and order and timing of all Activities, or from any of the Service Provider's other obligations and liabilities under the contract.

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

3.8.3 Lack of performance 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

- penalty** to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**
- 3.9 Performance Security** The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form by a bank acceptable to the Employer, and denominated in Indian Rupees. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.
- 3.10 Fraud and Corruption** The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the 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** Deleted.

4. Service Provider’s Personnel

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider’s Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.
- 4.2 Removal and/or Replacement of Personnel** (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel,

the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts where legally warranted, to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the 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 is payable in Indian Rupees and is **set forth in the SCC.**
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC. Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate **stated in the SCC**.
- 6.6 Price Adjustment**
- 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

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

Where:

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

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

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

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

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

6.7 Dayworks

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

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

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

7. Quality Control

7.1 Identifying Defects

7.1.1 The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the 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.

7.2 Correction of Defects, and Lack of Performance Penalty

(a) The Employer shall give notice to the Service Provider of any Defects (specifying a time limit by which it should be corrected) before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.

(c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes**8.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute
Settlement**

- 8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator 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 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

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

- 8.2.5 (a) The Adjudicator shall be appointed jointly by the 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 I.

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

ATTACHMENT 1**Fraud and Corruption**

(Text in this Attachment shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent,

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

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by

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.

the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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 GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator will be in line with the prevailing laws of India.
1.1(e)	The Contract name is: Hiring of Human Resources Service Provider for Supply and Management of HR Requirement of NPIQSI including Payroll Management at Centre, States and Union Territories' Levels Pan India-HR FIRM
1.1(h)	The Employer is: Project Director, National Program for Improving Quality of Statistics in India, MOSPI, New Delhi
1.1(m)	The Member in Charge is: Not applicable
1.1(p)	The Service Provider is _____
1.4	<p>The addresses are:</p> <p>Employer: Project Director, National Program for Improving Quality of Statistics in India [NPIQSI], MOSPI, New Delhi</p> <p>Attention: Shri Ajay Kumar Gupta_____</p> <p>Telephone: _____</p> <p>Facsimile: _____</p> <p>Email: _____</p> <p>Service Provider:_____</p> <p>Attention: _____</p> <p>Telephone: _____</p> <p>Facsimile: _____</p> <p>Email: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Project Director, National Program for Improving Quality of Statistics in India [NPIQSI]</p> <p>For the Service Provider:_____</p>
2.1	The date on which this Contract shall come into effect is the date the contract is signed by both parties.
2.2.2	The Starting Date for the commencement of Services is within 7 days from date of contract signing by both the parties.

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3	The Intended Completion Date is: 36 months from contract signature. The contract may be extended under the same terms and conditions by a period of 24 months [2 years] based on performance.
3.2.3	Activities prohibited after termination of this Contract are: all activities under the contract.
3.4	The risks and coverage by insurance shall be: (i) Employer's liability and workers' compensation in accordance with the applicable law in India ; and (ii) Professional liability equivalent to the total contract value including GST
3.5(a)	Hiding information about any sub-contracting shall be treated as violation of Attachment 1 to General Conditions (Fraud and Corruption).
3.5(d)	The other actions are Any substitutions of or addition to key staff, if necessitated, should be made only after prior approval of the Employer with proper justification. The replacements shall possess equivalent or better qualifications and experience and shall be acceptable to the Employer.
3.7	Restrictions on the use of documents prepared by the Service Provider are: Bidder shall sign a non-disclosure agreement with the Employer and shall hand over all reports, data, and information provided in various forms and media in hard and soft copies back to the Employer
3.8.3	Penalties will be levied in accordance with Performance and Availability Standards provided in Annexure A of the contract
5.1	The assistance and exemptions provided to the Service Provider are: None
6.2	The amount in Indian Rupees is _____ <i>[insert amount]</i> .
6.3.2	The performance incentive paid to the Service Provider shall be: Nil
6.4	[i] 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

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>such taxes at source [TDS] as per applicable law.</p> <p>[ii] Payments shall be made to the Service Provider by the Employer as per amounts, within timelines and subject to supporting documents at sub-Clauses 6.4 [iii], [iv], [v], [vi] and [vii] below.</p> <p>[iii] <u>Frequency of Payment</u> : The first payment shall be made to the Service Provider by the Employer for the first 1 [one] month of contract signature. The second payment will be made to the Service Provider by the Employer for the next 2 [two] months of contract signature. All subsequent payments shall be made by the Employer to the Service Provider on a quarterly basis.</p> <p>[iv] <u>Amount to be paid by the Employer to the Service Provider</u> shall include the following :</p> <p>[a] Service fee: Percentage Service fee will be calculated as (Service Fee quoted in Column-5 / estimated cost in Column-4)*100. This percentage will be applied on the actual expenditure incurred by the firm towards remuneration etc as mentioned in col. 4 to arrive at the Service fee to be paid.</p> <p>[b] applicable GST on service fee;</p> <p>[c] reimbursement for remuneration paid by the Service Provider to human resources deployed as per the written request of the Employer;</p> <p>[d] Travel cost based on actuals subject to ceiling of applicable levels.</p> <p>[v] <u>Timeline for Making Payment to Service Provider</u> : The Service Provider shall be paid within 45 calendar days from the date of submission of invoice and the following documentation to Ms. R. Savithri, Deputy Director General, Room Number 411, Level 4, East Block 6, R. K. Puram, New Delhi 110 066, and within 60 calendar days in the case of the final payment.</p> <p>[vi] <u>Supporting Documents Necessary to Facilitate Payments</u> : Payment request from the Service Provider to the Employer shall include the following supporting documents in addition to the invoice.</p> <p>[a] Statement certifying payments made by the Service Provider to the deployed human resources and timesheet certified by the concerned authority of the location/office where the</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>human resources have been deployed.</p> <p>[b] Statement of payment of travel expenses supported with all bills such as air-fare in economy class/train-fare in second AC, within city transportation;</p> <p>[c] Monthly progress report giving status of human resources deployed as per First Deployment Schedule and Annex A: Performance and Availability Standards and timelines for making payments to human resources deployed and other supporting document at Sub-clause 6.4 [vii].</p> <p>[d] 'Assignment Completion Report' signaling completion of the assignment for the last and final payment, in addition to the above. This report shall be submitted in Week 1 of 35th month of contract signature. Final payment shall be released by the Employer upon acceptance of the same.</p> <p>[vii] <u>Payment Timelines for the Service Provider</u>: The Service Provider shall credit salaries of human resources contracted and deployed by it electronically within the first 7 calendar days of each calendar month on the basis of attendance and satisfactory work records duly verified by the DDG of the office to which the deployed personnel are attached.</p> <p>[ix] Non-adherence to service standards shall attract penalties as per Annex A: Performance and Availability Standards.</p>
6.5	<p>Payment shall be made within the number of days stipulated at Sub-clause 6.4 above upon receipt of the invoice and the relevant documents specified in Sub-Clause 6.4 above, and within 60 calendar days in the case of the final payment.</p> <p>The interest rate is: <i>5% per annum</i></p>
6.6.1	Price adjustment is : Not Applicable
7.1	Not Applicable
8.2.3	Daily rate and types of reimbursable expenses to be paid to the Adjudicator: The daily rate shall be in line with the Indian laws plus TA/DA, as applicable.
8.2.4	<p>The procedure for adhoc arbitration will be as follows:</p> <p>(a) In case of Dispute or difference arising between the Employer</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>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 Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>(b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) 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.</p> <p>(c) Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) The Arbitrator should give final award within 120 days of starting of the proceedings.</p> <p>(f) Performance under the contract shall continue during the arbitration proceedings and payments due to the Service</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Provider by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p> <p>"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p>
8.2.5 (a) and (c)	The designated Appointing Authority for a new Adjudicator is Indian Council of Arbitration

Annexure A

Performance and Availability Standards

First Deployment Schedule

Deployment of human resources by Service Provider shall be done based on as and when required during the contract duration upon receipt of requisition received from the **Project Director, National Program for Improving Quality of Statistics in India (NPIQSI)**, as per the timetable given below, and will attract penalties during the performance of service for failure to comply with standards, as per sections I, II, III, and IV.

Schedule for First Deployment of Human Resources

S. No.	Human Resources Requirement	Location of Deployment	Time-frame of Deployment from Date of Receipt of Requisition from PD-NPIQSI
1.	Domain Specialists: 23 IT Specialists: 15 Functional Specialists: 2 Total: 40	Delhi	45 calendar days
2.	Domain Specialists: 10 IT Specialists: 4 Total: 14	Kolkata	45 calendar days
3.	Functional Specialists Total: 18	6 Zonal Offices[4 per Zonal Office of Field Operations Division FOD] of MOSPI located at Bengaluru, Guwahati, Jaipur, Kolkota, Lucknow and Nagpur	45 calendar days
4.	Domain Specialists: 37	37 States/Uts	45 calendar

	IT Specialists: 37		days
	Total: 74		
	TOTAL : 146		

SECTION I: Failure to deploy human resources as per the First Deployment Schedule and to deploy replacements thereof in case of non-availability/absenteeism will result in penalties as outlined below:

S. No	Description	Baseline	Penalty [in INR] in the Form of Deduction per Day per Human Resource Contracted and Deployed
1.	Availability of human resources	100% compliance	No Penalty
2.	Non availability of each human resource for first 7 days from the deadline specified in the first deployment schedule and to continue until the date before issue of Letter of Appointment of human resource not deployed as per initial deployment schedule		No Reimbursement (NR) + 1,000 per day
3.	Non availability of each human resource for subsequent next seven days from the deadline specified in the first deployment schedule		NR+2,000
4.	Non availability of each human resource for subsequent five days [Days 16 17 18 19 and 20] from the deadline specified in the first deployment		NR+4,000

	schedule		
5.	Non availability of each human resource beyond 20 days to a maximum of 28 days from the deadline specified in the first deployment schedule		NR+6,000

Note: After 28 days it will be deemed as an event of default on part of the Service Provider and will attract contractual provisions on Termination

SECTION II: Failure to make payment of remuneration as per Letter of Appointment issued to and accepted by human resources contracted and deployed by the Service Provider, as per SCC sub-Clause 6.4 [vii] will result in penalties, as below:

INR 1,000 per day for every case of delayed payment of remuneration to the staff by the Human Resource Service Provider.

SECTION III: The service provider shall in no case pay monthly remuneration lesser than the amount of monthly remuneration quoted in the BOQ by the service provider. In case any deviation to this is noticed, the **Project Director, NPIQSI** will have the option of levying a fine of INR 5,000 per case and recover equivalent amount from the bill of the Service Provider, and Service Provider shall compensate equivalent amount to the concerned human resource within 15 days of notice of such deviation received from **Project Director, NPIQSI**.

SECTION IV : The Service Provider shall obtain report in terms of availability and performance of human resources deployed from the designated support personnel at the respective MOSPI Offices or it's Sub-ordinate Offices for a period ending 25th day of each calendar month– this will provide input to payment documents to be submitted by the Service Provider on a monthly basis. Feedback on under-performance [such as not being able to complete tasks allocated within the specified time frame and/or doing a task poorly] or unsatisfactory performance [such as misconduct, negative work ethics, etc.], along with proposed measures to improve performance will be provided to the concerned human resource contracted and deployed, and reasonable time, such as one month, will be provided to the concerned human resources to take action to improve performance. Penalty will be levied in the case if unsatisfactory performance continues, as per table below:

S. No.	Continuation of Unsatisfactory Performance of Human Resources after Providing Feedback and Measures to Improve Performance	Penalty
1.	Reaching a mark of 10 % of human resources deployed	5 % deduction in the monthly bill
2.	Reaching a mark of 20% of the human resources deployed	10 % deduction in the monthly bill
3.	Reaching a mark of 30% of the human resources deployed	Considered as breach of performance which will attract appropriate action in accordance with terms and conditions of the contract

Note: In case of penalties as per S. No. 2 of the above table, the service provider will have the option to deduct the equivalent proportionate amount from the monthly remuneration of the concerned human resources.

Service Conduct Standards

All the human resources deployed by the service provider shall at all times exhibit their behavior in accordance with the specific or implied orders of the Government of India regulating behavior and service conduct rules as applicable as per Employee Service Conduct Rules (<https://dopt.gov.in/ccs-conduct-rules-1964>).

Appendices

Appendix A - Description of the Services

As per Activity Schedule.

Appendix B - Schedule of Payments and Reporting Requirements

As per Clause 6.4 of Section IX of Special Conditions of contract.

Appendix C - Key Personnel and Subcontractors

List under: C-1

As per para 2.4 of the Technical Part in Section III (Evaluation and Qualification Criteria)

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

Appendix E - Breakdown of Contract Price in Indian Rupees

As per Bill of Quantities (BoQ).

Appendix F - Services and Facilities Provided by the Employer

The Employer shall make available office space for human resources deployed by the Service Provider.

Appendix G - Performance Incentive Compensation Appendix NOT APPLICABLE

Appendix H : Non-Disclosure Agreement

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN

The President of India, acting through Ministry of Statistics & Programme Implementation having its office at East Block 6, R.K. Puram, New Delhi..110066 India hereinafter referred to as '**MOSPI**',

which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the *Companies Act, 1956*, having its registered office at <***> (hereinafter referred to as '**the Bidder**' which expression shall, unless the context otherwise requires, include its permitted successors, executors, administrators and assigns).

Each of the parties mentioned above are collectively referred to as the '**Parties**' and individually as a '**Party**'.

WHEREAS:

1. MOSPI is desirous to implement the project of Hiring of Human Resources [HR] Service Provider for Supply and Management of HR Requirement of National Program for Improving Quality of Statistics in India (NPIQSI) including Payroll Management at Centre, and States and Union Territories' Levels Pan India.
2. MOSPI and Bidder have entered into a Contract dated <***> in furtherance of the Project.
3. Whereas in pursuing the Project (the "**Business Purpose**"), a Party ("Disclosing Party") recognizes that they will disclose certain Confidential Information (*as defined hereinafter*) to the other Party ("Receiving Party").
4. Whereas such Confidential Information (*as defined hereinafter*) belongs to Disclosing Party as the case may be and is being transferred to the Receiving Party to be used only for the Business Purpose and hence there is a need to protect such confidential information from unauthorized use and disclosure.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

1. Definitions

Terms and expressions used in this Agreement shall have the same meanings set out in RFB MOSPI / NPIQSI / NCS-1.

2. Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- (a) as between two clauses of this Agreement, the provisions of a specific clause relevant to the issue under consideration shall prevail over those in a general clause;
- (b) as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- (c) as between any value written in numerals and that in words, the value in words shall prevail.

3. Priority of agreements

The Parties hereby expressly agree that for the purpose of giving full and proper effect to this Agreement, the Contract and this Agreement shall be read together and construed harmoniously. In the event of any conflict between the Contract and this Agreement, the provisions contained in the Contract shall prevail over this Agreement.

4. TERM

This Agreement will remain in effect for five years from the date of the last disclosure of Confidential Information ("**Term**"), at which time it will terminate, unless extended by the disclosing party in writing.

5. SCOPE OF THE AGREEMENT

- This Agreement shall apply to all confidential and proprietary information of a

Party to which the other Party has had or will have access in connection with discussions of the Business Purpose and all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the Disclosing Party identifies in writing or otherwise as confidential before or within (30) thirty days after disclosure to the Receiving Party (“Confidential Information”). Such Confidential Information includes without limitation certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.

- Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, graphically, or machine readable form or through visual observation or by any other means to the Receiving Party.

6. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall:

- (a) use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary confidential information.
- (b) grant access to Confidential Information only to its employees on a ‘need to know basis’ and restrict such access as and when not necessary to carry out the Business Purpose.
- (c) cause its employees, agents, and representatives to comply with the provisions of this Agreement and the Receiving Party will assume full responsibility for any failure to comply with the terms of this Agreement by any such employees, agents, and representatives;
- (d) prevent unauthorized disclosure of Confidential Information to third parties;
- (e) disclose the Confidential Information to its agents, employees, consultants, and representatives, on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such agents, consultants, employees, representatives and consortium partners to terms at least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this clause shall advise the agents, employees, consultants, and representatives and consortium partners of the confidentiality obligations imposed on them by this clause.
- (f) upon the Disclosing Party's written request, the Receiving Party shall either return to

the Disclosing Party all copies of the Confidential Information which is already in possession or within the control of the Receiving Party. Alternatively, with the Disclosing Party's prior written consent, Receiving Party may destroy such Confidential Information provided that the Confidential Information is destroyed in accordance with applicable law, rules and regulations and such Confidential Information is rendered unreadable, undecipherable and otherwise incapable of reconstruction, and an officer of the Receiving Party shall certify in writing to the Disclosing Party that all media containing Confidential Information have been destroyed.

- (g) Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.
- (h) not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.
- (i) exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the Disclosing Party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
- (j) Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the Disclosing Party's Confidential Information all copies thereof.
- (k) not transfer or disclose any Confidential Information to any third party without the prior written permission of the Disclosing Party and without such third party having a contractual obligation to keep such Confidential Information confidential.

7. EXCEPTIONS TO CONFIDENTIAL INFORMATION

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:

- (a) was independently developed by or for the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, or was received without restrictions; or
- (b) has become generally available to the public without breach of confidentiality

obligations of the Receiving Party under this Agreement and independently of Receiving Party's knowledge of any Confidential Information; or

- (c) was in the Receiving Party's lawful and demonstrable possession without restriction prior to its receipt from the Disclosing Party ; or
- (d) is the subject of a subpoena, court order, statute, rule and regulation or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the Disclosing Party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the Disclosing Party's efforts to secure an appropriate protective order; or
- (e) is disclosed with the prior consent of the Disclosing Party; or
- (f) the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

8. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

- (a) Each Party recognizes and agrees that all of the Disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.
- (b) By disclosing the Confidential Information or executing this Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.
- (c) Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not make reference to the Confidential Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this Agreement; provided the Receiving Party does not use the Confidential Information of the Disclosing Party in the development or acquisition of such skills or know-how.

- (d) Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of anykind.

9. ENTIRE AGREEMENT

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

10. SEVERABILITY

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the dispute resolution procedure set forth under this Agreement or otherwise.

11. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

12. THIRD PARTIES

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

13. SUCCESSORS AND ASSIGNS

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

14. NOTICES

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to MOSPI:

*Attn: <***>*

Tel:

Fax:

Email:

Contact:

With a copy to:

*If to the Bidder: Attn. <***>*

*Phone: <***>*

*Fax No. <***>*

15 . LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

16. COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

17 .MITIGATION

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, both MOSPI and the Bidder shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

18 . REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of the Bidder by: (Signature)

(Name) (Designation) (Address) (Fax No.)

In the presence of:

- 1.
- 2.

Appendix I

Salient Features of Labour & Environment Protection Laws¹

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

- (a) Employees Compensation Act 1923: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
 - (i) Pension or family pension on retirement or death, as the case may be.
 - (ii) Deposit linked insurance on the death in harness of the worker.
 - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1961: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee

¹This 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.

- (f) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- (g) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (h) Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.
- (i) Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.
- (k) Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First - Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.

- (q) Weekly Holidays Act -1942
- (r) Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.
- (s) Employer's Liability Act, 1938: This Act protects workmen who bring suits for damages against employers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the employer or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.
- (t) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees' State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.
- (u) The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the employer's liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.
- (v) Industrial Employment (Standing Order) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

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

1. The Environment (Protection) Act, 1986 and as amended: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms and compliance requirements of the employer and any contractor on behalf of the employer.
3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.
4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for 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 waste water, and observe the required standards of establishment and operation of these items of work or installations; as well as install and operate all required waste water treatment facilities.
10. The Water (Prevention and Control of Pollution) Cess Act, 1977 and The Water (Prevention and Control of Pollution) Cess Rules, 1978: These provide for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Boards for the prevention and control of water pollution under the Water

(Prevention and Control of Pollution) Act, 1974.

11. The Air (Prevention and Control of Pollution) Act, 1981 as amended, and the Air (Prevention and Control of Pollution) Rules, 1982: These provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates air pollution such as batching plants, hot mix plants, power generators, backup power generation, material handling processes, and observe the required standards of establishment and operation of these items of work or installations.
12. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.
13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.
14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.
15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold

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

18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.
21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.
22. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.
23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any

equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.

24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
25. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the 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 to ensure full compliance to these rules and any conditions imposed in the permit.
29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for for safe and sound mining activity. The contractors will procure aggregates and other

building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.

30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit 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 J-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. Form of Contract**
- 3. Issue of Notice to proceed with the Services**
- 4. Performance Security**
- 5. Notification of Intention to Award – Not Used**

Notification of Award - 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 47. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the World Bank required under the Loan Agreement.]

[date]

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

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

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

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

¹Delete “corrected and” or “and modified” if not applicable.

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

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

[OR]

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

[Delete whatever is inapplicable]

You are hereby requested to furnish Performance Security, in the form detailed in ITB Clause 48.1 for an amount of Rs. ____ within 21 days of the receipt of this letter of acceptance, valid upto 28 days from the date of issue of the Certificate of Completion i.e. upto and sign the contract, failing which action as stated in ITB Clause 48.3 will be taken.

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

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

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

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel

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: Non-Disclosure Agreement

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:

- (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

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 48.1, insurance policy as per GCC 3.4, methodology as stated in letter of acceptance and signing of the contract agreement for providing the Services of _____ at a Bid Price of Rs. _____, you are hereby instructed to proceed with the execution of the said Services in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of 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 Provider²]*
 (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 guarantee³]*
 _____ *[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.

²In the case of a JV, insert the name of the Joint Venture

³An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sums, if any, and denominated in Indian Rupees.

We 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 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.)⁴ 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.

⁴*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."*

Notification of Intention to Award – NOT APPLICABLE

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

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

For the attention of Bidder’s Authorized Representative

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

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

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

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

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

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

Notification of Intention to Award

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

Project: *[insert name of project]*

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

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

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

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

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

During the Standstill Period, you may:

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

1. The successful Bidder

Name:	<i>[insert name of successful Bidder]</i>
Address:	<i>[insert address of the successful Bidder]</i>
Contract price:	<i>[insert contract price of the successful Bid]</i>

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

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

3. Reason/s why your Bid was unsuccessful

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

4. How to request a debriefing

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

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

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

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

Title/position: [insert title/position]

Agency: [insert name of Employer]

Email address: [insert email address]

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

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

will notify you and confirm the date that the extended Standstill Period will end.

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

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

5. How to make a complaint

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

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

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

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

Agency: *[insert name of Employer]*

Email address: *[insert email address]*

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

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

Further information:

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

In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to

Award.

2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

6. Standstill Period

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

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

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

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

On behalf of the Employer:

Signature: _____

Name: _____