

GOVERNMENT OF MAHARASHTRA
PROJECT ON CLIMATE RESILIENCE AGRICULTURE PHASE II

BID/AGREEMENT NO.....

National Competitive Bidding
Procurement of Non-Consulting Services
(Two-Envelope Bidding Process with e-Procurement)

NAME OF NON-CONSULTING SERVICE : Procurement of Cloud Services

PERIOD OF SALE OF BIDDING DOCUMENT : FROM 17/05/2025
TO 30/06/2025

LAST DATE AND TIME FOR SUBMISSION OF BIDS : DATE 30/06/2025 TIME 15.00 HOURS

* TIME AND DATE OF OPENING :DATE 30/06/2025 TIME 16.00 HOURS BIDS– Technical Part

PLACE OF OPENING OF BIDS : www.mahatenders.gov.in

OFFICER INVITING BIDS : Project Director, PoCRA

ADDRESS FOR COMMUNICATION : 30B, Arcade, World Trade Center, Cuffe Parade, Mumbai 400005

GOVERNMENT OF MAHARASHTRA
MAHARASHTRA PROJECT ON CLIMATE RESILIENCE AGRICULTURE
PHASE II
Invitation for Bids (IFB)
Non-Consulting Services
E-Procurement Notice
(Two-Envelope Bidding Process with e-Procurement)
NATIONAL COMPETITIVE BIDDING

Project: *Project on Climate Resilience Agriculture Phase II*

Contract title: *Procurement of Cloud Services*

IFB No: IN-MAHAPOCRA-486835-NC-RFB

Issued on: 17/05/2025

1. The Government of India *has applied for* financing from the World Bank toward the cost of the *Project on Climate Resilience Agriculture Phase II*, and intends to apply part of the proceeds toward payments under the contract¹ for Procurement of Non-Consulting Services as detailed below².
2. The Project Director, Project Management Unit now invites online Bids from eligible Bidders for Procurement of Cloud Services detailed in the Table. The bidders may submit bids for any or all of the 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 1.6 and 1.7 of World Bank’s Procurement Guidelines setting forth the World Bank’s policy on conflict of interest.
3. Bidding will be conducted through national competitive bidding procedures agreed with the World Bank. Bidding is open to all eligible Bidders as defined in the World Bank’s Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, *September 2023*. Bidders from India should, however, be registered with the Government of India or other State Governments/ Government of India, 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 bidders.
4. Interested eligible Bidders may obtain further information from Project Management Unit, Mr. Ravindra Desai, Procurement Specialist, procurement.pmu@mahapocra.gov.in and inspect the bidding document during office hours 9.45 am to 6.15 pm at the address given below 30B, Arcade, World Trade Center, Cuffe Parade, Mumbai 400005.

¹ Substitute “contracts” where Bids are called concurrently for multiple contracts. Add a new para. 3 and renumber paras 3 - 8 as follows:
“Bidders may Bid for one or several contracts, as further defined in the Bidding Document. Bidders wishing to offer discounts in case they are awarded more than one contract will be allowed to do so, provided those discounts are included in the Letter of Bid.”

² Insert if applicable: “This contract will be jointly financed by [insert name of co-financing agency]. Bidding process will be governed by the World Bank’s Procurement Guidelines.”

5. The bidding document is available online on www.mahatenders.gov.in from 17/05/2025 to 30/06/2025 Bidders will be required to register on the website, which is free of cost. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
6. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities, authorized by Government of India for issuing DSC. Bidders can see the list of licensed CA's from the link (www.cca.gov.in). Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: www.mahatenders.gov.in
7. Bids must be submitted online on www.mahatenders.gov.in on or before 15.00 hours on 30/06/2025 and the 'Technical Part' of the bids will be opened online on the same day at 16 hours. 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 Earnest Money Deposit (EMD) of Rs 2,00,000. The EMD amount paid online through www.mahatenders.gov.in EMD 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. Other details can be seen in the bidding document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
10. The address for communication is as under:

Sd/-

Parimal Singh, Project Director

Maharashtra Project on Climate Resilient Agriculture

30-B, Arcade, World Trade Centre, Cuffe Parade,

Mumbai 400 005

Office phone number: +91-22-22163351

Email id: procurement.pmu@mahapocra.gov.in

Web Site: <http://mahapocra.gov.in>

Table of Contents

National Competitive Bidding	i
Part I – Bidding Procedures.....	1
Section I - Instructions to Bidders	3
Section II - Bid Data Sheet (BDS).....	27
Section III – Evaluation and Qualification Criteria	33
Section IV- Bidding Forms.....	44
Section VI - Fraud and Corruption	48
Part III – Conditions of Contract and Contract Forms	50
Section VIII - General Conditions of Contract	51
Section IX - Special Conditions of Contract.....	69

Part I – Bidding Procedures

Section I - Instructions to Bidders

Contents

A. General	5
1. Scope of Bid.....	5
2. Source of Funds	5
3. Fraud and Corruption.....	6
4. Eligible Bidders	6
5. Qualification of the Bidder	8
B. Contents of Bidding Document	9
6. Sections of Bidding Document	9
7. Site Visit.....	9
8. Clarification of Bidding Document	10
9. Amendment of Bidding Document.....	10
C. Preparation of Bids	10
10. Cost of Bidding.....	10
11. Language of Bid.....	10
12. Documents Comprising the Bid.....	11
13. Process of Bid Submission.....	12
14. Alternative Bids	12
15. Bid Prices and Discounts	13
16. Currencies of Bid and Payment	14
17. Documents Establishing Conformity of Services	14
18. Documents Establishing the Eligibility and Qualifications of the Bidder	15
19. Period of Validity of Bids.....	15
20. Bid Security	16
21. Format and Signing of Bid.....	17
D. Online Submission of Bids	17
22. Preparation of Bids	17
23. Deadline for Submission of Bids	18

24.	Late Bids	18
25.	Withdrawal, Substitution and Modification of Bids	18
26.	Public Opening of Technical Parts of Bids	19
E. Evaluation and Comparison of Bids – General Provisions		19
27.	Confidentiality	19
28.	Clarification of Bids.....	20
29.	Deviations, Reservations, and Omissions	20
30.	Nonconformities, Errors and Omissions.....	20
31.	Evaluation of Technical Parts	21
32.	Determination of Responsiveness	21
33.	Qualification of the Bidder	21
34.	Public Opening of Financial Parts	22
35.	Evaluation of Financial Parts	23
36.	Correction of Arithmetical Errors	24
37.	Conversion to Single Currency	24
38.	Margin of Preference	24
39.	Comparison of Financial Parts of Bids	24
40.	Abnormally Low Bids.....	24
41.	Employer’s Right to Accept Any Bid, and to Reject Any or All Bids	24
42.	Standstill Period	24
43.	Notification of Intention to Award	24
J. Award of Contract		24
44.	Award Criteria	24
45.	Notification of Award	25
46.	Debriefing by the Employer.....	25
47.	Signing of Contract	25
48.	Performance Security	26
49.	Adjudicator	26

Section I - Instructions to Bidders

A. General

- 1. Scope of Bid**
- 1.1 In connection with the Invitation for Bids (IFB), **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 IFB 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.
- 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 subcontractor 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.
- 4.11 Not used.
- 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.
- 5.2 Not used.

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 Invitation for Bids (IFB) 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 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 IFB); 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 bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted.

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 lowest evaluated Bidder conforming to the basic technical requirements 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 his 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 and currency **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 alongwith 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 Any corrections 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 Invitation for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this

website and view the Invitation 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, alongwith 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.

E. 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 | <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (a) if accepted, would: <ul style="list-style-type: none"> (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids. <p>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.</p> <p>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.</p> |
| 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.
- 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 Not used.
- 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 Not used.
- 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 Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 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 Not used.
- 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.

47.3 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.

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 next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

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 Invitation for Bids (IFB) is: IN-MAHAPOCRA-486835-NC-RFB</p> <p>The Employer is: Maharashtra Project on Climate Resilient Agriculture (PoCRA) Phase II, Government of Maharashtra</p> <p>The name of the IFB is: <i>Procurement of Cloud Services</i> The number and identification of lots (contracts) comprising this IFB is: 1</p>
ITB 1.2	The Employer shall use the e-procurement system specified in BDS 8.1.
ITB 2.1	The Borrower is: Government of Maharashtra (through Government of India) Loan or Financing Agreement amount: USD 490 Millions The name of the Project is: Project on Climate Resilient Agriculture PoCRA Phase II
ITB 4.1	NA
ITB 4.5	A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr .
	B. Contents of Bidding Document
ITB 8.1	<p>Electronic –Procurement System</p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process:</p> <p>www.mahatenders.gov.in</p> <p>Requests for clarification should be received by the Employer no later than: 7 days</p>
ITB 9.1	<p>The addendum will appear on the e-procurement system under www.mahatenders.gov.in</p> <p><i>[Note – insert/ modify the above if any change is required in the provisions of ITB 9.1, otherwise delete this BDS entry]</i></p>
	C. Preparation of Bids
ITB 12.2 (h)	The Bidder shall submit the following additional documents in its Bid:

	<ul style="list-style-type: none"> <input type="checkbox"/> Bidder Registration Certificate (as per IFB) <input type="checkbox"/> MeitY Empanelment Proof (Form PQ-7) <input type="checkbox"/> CA-Certified Turnover & Net Worth Certificate (Form PQ-3) <input type="checkbox"/> Authorization Letter from CSP (Form PQ-4) – if bidding as MSP <input type="checkbox"/> Declaration of Non-Blacklisting (Form PQ-5) <input type="checkbox"/> Legal Compliance Declaration (Form PQ-8) <input type="checkbox"/> Commercial Proposal Declaration (Form C-1) <input type="checkbox"/> Copies of ISO, SOC, and CERT-In certifications <input type="checkbox"/> Work Orders and Completion Certificates for eligible projects <input type="checkbox"/> Details of Technical Team (Form PQ-5 or Resource Plan) <input type="checkbox"/> Supporting documents for all certifications claimed (ISO 27001, ISO 27701, etc.) <input type="checkbox"/> Any other documents mentioned in the pre-qualification or technical evaluation sections
ITB 12.3 (d)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p>Any other document, declaration, or supporting evidence explicitly requested by the Department of Agriculture, Government of Maharashtra through corrigenda, pre-bid clarifications, or bid evaluation communications.</p>
ITB 13	<p>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 online, the forms that are available for online filling on the e-portal. The rest of the forms shall be download by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.</p>
ITB 13.3	<p>For submission of original documents, the Employer's address is: NA</p>
ITB 14.1	<p>Alternative Bids shall not be considered.</p> <p><i>[If alternatives shall be considered, the methodology shall be defined in Section III, Evaluation and Qualification Criteria. See Section III for further details]</i></p>

ITB 14.2	<p>Alternative times for completion shall be permitted. If permitted, the range of acceptable completion time is: between 1 month and 3 months.</p> <p>If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.</p> <p>If alternative times for completion are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.</p>
ITB 14.3	<p><i>Alternative technical solutions shall be permitted for the following parts of the Services: Cloud service components including compute instance types, storage configuration, and monitoring tools, provided technical equivalence is established.</i></p> <p><i>If alternative technical solutions are permitted, the evaluation method will be as specified in Section III, Evaluation and Qualification Criteria.</i></p>
ITB 15.4	<p><i>[Note: If bids are invited for multiple lots (contracts), Bidders bidding for several contracts are also allowed to offer discounts for the award of more than one Contract, provided the bids for all lots (contracts) are submitted and opened at the same time.] - NA</i></p>
ITB 15.7	<p>The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.</p>
ITB 19.1	<p>The Bid validity period shall be 180 days.</p> <p><i>[Note: the period should be a realistic time, allowing for bid evaluation, clarifications, and the World Bank's "no objection" where awards of Contract are subject to prior review of the Bank]</i></p>
ITB 19.3 (a)	<p>The Bid price shall be adjusted by the following factor: 0% per annum.</p>
ITB 20.1	<p>A Bid Security shall be required.</p> <p>The amount of the Bid Security shall be Rs. 2,00,000</p> <p><i>Note: Bid Security is required for each lot as per amounts indicated against each lot. Bidders have the option of submitting one Bid Security for all lots (for the combined total amount of all lots) for which Bids have been submitted, however if the amount of Bid Security is less than the total required amount, the Employer will determine (based on lowest cost combination of bids) for which lot or lots the Bid Security amount shall be applied.]</i></p>
ITB 20.3 (d)	<p>Other types of acceptable securities: NA</p> <p><i>[Insert names of other acceptable securities. Insert "None" if no Bid Security is required under provision ITB 20.1 or if Bid Security is</i></p>

	<i>required but no other forms of Bid securities besides those listed in ITB 20.3 (a) through (c) are acceptable.]</i>
ITB 21.3	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: ‘Legally valid Power of Attorney’ issued by the Board of Directors of the bidder to demonstrate the authority of the signatory to sign the Bid.
D. Online Submission and Opening of Bids	
ITB 22.1	Class of DSC required is: Class III
ITB 23.1	The deadline for uploading the Bids is: Date: 30/06/2025 Time: 15.00 p.m. <i>[The date and time should be the same as those provided in the Invitation for Bids, unless subsequently amended pursuant to ITB 23.2].</i> <i>[The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement. The period allowed shall be at least thirty (30) Days].</i>
ITB 25.1	Re-submission of the bid is allowed before the deadline.
E. Public Opening of Technical Parts of Bids	
ITB 26.1	The online opening of Technical Parts of Bids shall take place at: Street Address: 30B, Arcade Floor/ Room number: <i>World Trade Center, Cuffe Parade</i> City: <i>Mumbai</i> Country: India Date: 30/06/2025 Time: 16.00 p.m. 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.
H. Public Opening of Financial Parts of Bids	
ITB 34.2 (c)	Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify qualified Bidders of the date, time and location of the public opening of Financial Parts of Bids.

	<p>In addition to the above the Employer shall publish a notice of the public opening of the Financial Parts of the Bid on www.mahatenders.gov.in</p> <p>In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.</p>
	J. Award of Contract
ITB 48.1	<p>The Performance Security amount is 3 percent of Contract Amount, and the Standard Form of Performance Security acceptable to the Employer shall be a Bank Guarantee.</p> <p><i>A Bank Guarantee shall be unconditional (on demand) (see Section X: Contract Forms). An amount of 5 to 10 percent of the Contract Price is commonly specified for Performance Bank Guarantees. If the performance security is given as a cashier's cheque or certified cheque or demand draft, the same shall be drawn from a nationalized/scheduled bank in India in favour of Deputy Director, NDKSP, payable at Mumbai.</i></p>
ITB 49	The Principal Secretary of Agriculture will serve as the adjudicator for this assignment.

Section III – Evaluation and Qualification Criteria

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

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

Contents

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

(i) Technical Part;

1. The key objectives of the project include:

- Enhancing agricultural productivity, sustainability, and profitability.
- Mitigating risks due to climate variability and natural hazards.
- Empowering farmers through AI/ML-based decision support systems and real-time digital tools.

2. To facilitate this transformation, NDKSP is deploying a comprehensive suite of digital platforms such as:

- Direct Benefit Transfer (DBT) Systems
- GIS and Remote Sensing Platforms
- Farmer Education and Monitoring Apps (FFS, SMA)
- Micro-Level Planning Dashboards (MLP)
- Financial Monitoring and e-Governance Tools (FIMS)
- AI/ML-based advisory and decision engines developed in collaboration with IIT Bombay

3. Given the scale and sophistication of these systems, NDKSP now seeks to procure an enterprise-grade cloud infrastructure capable of supporting:

- AI/ML compute pipelines
- Data-intensive analytics workloads
- GPU-based model training and inference
- Real-time farmer advisory delivery
- High availability and disaster recovery

The selected cloud partner will help operationalize a secure, scalable, and intelligent cloud ecosystem, ensuring uninterrupted services for over 1 crore farmers, administrators, and policy stakeholders.

As a result, NDKSP intends to onboard a MeitY-empanelled Cloud Service Provider (CSP) or their authorized Managed Service Provider (MSP) to provide:

- Scalable virtual machines (VMs) with CPU/GPU-based computing for AI/ML inference and application hosting
- High-throughput GPU compute nodes
- Secure, auto-scaling cloud storage and networking
- Automated data backup and DR failover
- Compliance with ISO, CERT-In, MeitY, and GoI cybersecurity norms
- 24x7 cloud monitoring, alerts, and support services

4. Key Beneficiary Systems Requiring Cloud Hosting

Sr. No.	Platform	Purpose
1	Direct Benefit Transfer (DBT)	Digital delivery of agricultural subsidies to farmers
2	Vistaar Network	AI-powered personalized crop/weather/soil advisory
3	Advanced Spatial DSS (in collaboration with IIT Bombay)	High-resolution satellite advisory using AI models
4	Farm Field Schools (FFS)	Mobile app for farmer education and adoption tracking
5	Staff Monitoring App (SMA)	Geo-tagged tracking of field-level staff activities
6	Micro-Level Planning (MLP)	Village-level data indicators and planning dashboards
7	PoCRA AI Solutions	In-house AI development for climate-smart agriculture
8	NDKSP Portal (mahapocra.gov.in)	Public information and access point for stakeholders

5. Core Objectives

1. Establish a High-Availability Cloud Infrastructure

- Capable of supporting multiple environments (Development, Testing, Staging, Production)

2. Enable AI/ML Processing at Scale

- Using state-of-the-art GPU compute nodes for model training, inference, and analytics

3. Ensure Seamless Business Continuity

- Through automated backup, disaster recovery, and replication across DC/DR sites

4. Promote Cybersecurity and Compliance

- Implement ISO 27001, 27701, MeitY, and CERT-In guidelines across infrastructure

5. Deliver a Fully Managed Cloud Service

- Including provisioning, monitoring, security, patching, support, and reporting.

6. Scope of Work

The selected bidder shall be responsible for the provisioning, configuration, deployment, migration, monitoring, management, and maintenance of a secure, scalable, and MeitY-compliant cloud infrastructure for the Nanaji Deshmukh Krishi Sanjivani Prakalp (NDKSP). The

infrastructure will host mission-critical digital services and AI/ML workloads across development, testing, staging, and production environments.

The following subsections outline the scope of services expected from the Cloud Service Provider (CSP) / Managed Service Provider (MSP):

6.1 Cloud Service Environments Required

The bidder must provision and maintain the following isolated environments:

- Development (DEV): Code integration, testing of new features
- Testing (UAT): User acceptance testing and pre-production quality checks
- Staging: Real-world environment to simulate production conditions
- Production (LIVE): Hosting of final applications and public-facing portals

6.2 Compute Resources

- GPU-based Compute Nodes for AI/ML model training and inference
- Virtual Machines (VMs) with custom CPU, RAM, and OS configurations
- Auto-scaling based on usage spikes and task priority
- Support for containerized workloads (Docker, Kubernetes)

6.3 Storage & Backup

- Block, object, and archival storage options
- Daily incremental and weekly full backups
- AES-256 encryption for data at rest
- Self-services restore options
- Cloud-native backup and recovery services

6.4 Networking

- Private Virtual Cloud (VPC) with subnetting
- Load balancers (L4 and L7)
- Elastic/static IPs
- VPN support and firewall setup
- DNS management

6.5 Disaster Recovery (DR)

- Separate DR zone within India
- RPO: ≤ 15 minutes | RTO: ≤ 4 hours
- Real-time replication across environments
- Annual DR drills with documentation

6.6 Monitoring, Alerts & Logging

- Real-time dashboards for infra health
- CPU, GPU, RAM, IOPS, and bandwidth metrics
- Alerts for performance issues and failures
- Centralized logging system with 12-month retention
- Audit trails and incident tracking

6.7 Security & Compliance

- Compliant with ISO 27001, ISO 27701, SOC2 Type II, CERT-In
- Multi-Factor Authentication (MFA) for admin accounts
- Role-Based Access Control (RBAC)
- TLS 1.2+ and AES-256 encryption
- Security audit and vulnerability scan every quarter

6.8 Platform Compatibility

- AI/ML Frameworks: TensorFlow, PyTorch, ONNX, HuggingFace

- Programming Languages: Python, R, Java, Node.js
- DevOps Tools: Docker, Kubernetes, Terraform, Ansible
- Operating Systems: Ubuntu, Red Hat, Windows Server

6.9 Managed Services.

- Cloud infra provisioning and configuration
- Cost optimization, billing alerts
- Patch and backup management
- Security monitoring
- IAM and onboarding support

6.10 Documentation & Knowledge Transfer

- Cloud architecture diagrams
- SOPs and user manuals
- DR/Backup runbooks
- Credential handover
- Training for NDKSP technical staff

6.11 List of Deliverables

1. Provisioning of Migration services and DEV, UAT, STAGING, PROD environments.
2. GPU compute instance setup (training/inference)
3. DR environment with replication and failover
4. Monitoring dashboard with alert triggers
5. Weekly and monthly backup reports
6. Security compliance documents
7. Monthly cloud utilization + cost summary
8. SLA compliance and uptime report
9. Final KT documents and infra handover pack.

7. Technical Requirements

This section outlines the minimum technical specifications and compliance standards that must be met by the proposed cloud infrastructure. Bidders are expected to strictly conform to these requirements. Wherever exact specifications are not available, bidders must propose an equivalent or superior alternative and justify the equivalence.

7.1 Compute

- Support for both CPU and GPU-based virtual machines
- GPU configuration must support high-performance AI/ML training and inference workloads
- Minimum supported GPU
- Must allow creation of custom VM flavors (vCPU, RAM, Disk)
- Support for containerized workloads: Kubernetes, Docker

7.2 Storage

- Block Storage: SSD-backed, minimum IOPS as per production load
- Object Storage: For storing image/video datasets, support for S3 API or equivalent

- Archive Storage: For backup and long-term log retention
- File System Storage: Shared, POSIX-compliant storage for distributed workloads

7.3 Networking

- Support for secure VPN tunnels
- Dedicated private subnets and NAT Gateway setup
- High-speed internet gateway (minimum 1 Gbps bandwidth)
- Load balancing at L4 and L7 layers
- DNS management and routing policies

7.4 Backup and Disaster Recovery

- Daily incremental and weekly full backups
- On-demand VM-level and volume-level backups
- Support for full disaster recovery with RTO \leq 4 hours, RPO \leq 15 minutes
- Geographically separate DR Zone (within India)
- Auto-replication and drill report facility

7.5 Monitoring and Logging

- Real-time monitoring dashboard accessible to NDKSP team
- Customizable alerts (CPU, Memory, IOPS, bandwidth, storage)
- Log retention for at least 12 months
- Integration with tools like ELK, Prometheus, Grafana, or native solutions

7.6 Security

- Role-Based Access Control (RBAC)
- IAM with Multi-Factor Authentication (MFA)
- Encryption at rest (AES-256) and in transit (TLS 1.2+)
- SIEM integration for threat intelligence and alerting
- Web Application Firewall (WAF)

7.7 Certifications and Compliance

The infrastructure and service provider must hold the following certifications:

- ISO/IEC 27001: Information Security Management
- ISO/IEC 27701: Privacy Information Management
- SOC 2 Type II Certification
- CERT-In Empanelled (for CSP or managed SOC)
- MeitY Empanelled Cloud (mandatory for CSPs)

7.8 Platform Compatibility

- AI/ML Frameworks: TensorFlow, PyTorch, Keras, Hugging Face
- Programming Languages: Python, R, Java, Node.js
- Databases: PostgreSQL, MySQL, MongoDB, Redis
- DevOps Tools: Docker, Kubernetes, Ansible, Terraform
- Operating Systems: Ubuntu, Red Hat, CentOS, Windows Server
- APIs: REST, GraphQL, Webhooks

7.9 Scalability & Auto Management

- Auto-scale up/down based on VM load and IOPS
- Predictive cost estimation and forecasting dashboards
- User-based IAM hierarchy with audit trails

Bidders must ensure all components of the infrastructure (compute, storage, DR, security, and monitoring) are hosted in India and comply with the IT Act 2000 and applicable rules regarding data sovereignty.

8. Service Level Agreements (SLAs) & Penalties

This section outlines the Service Level Expectations from the selected Cloud Service Provider (CSP) / Managed Service Provider (MSP) and associated penalties in case of non-compliance. SLAs shall be applicable across infrastructure uptime, issue response and resolution, backup and recovery, and DR failover commitments.

8.1 Infrastructure Uptime SLA

Uptime Range (Monthly)	Penalty (%) of Monthly Bill	Remarks
>= 99.9%	0%	Compliant
99.5% – 99.89%	2%	Warning Issued
98.0% – 99.49%	5%	Minor Breach
< 98.0%	10%	Major Breach

8.2 Issue Response and Resolution SLA

Tickets raised shall be categorized as per severity. Penalty for breach of timelines shall be 1% of monthly bill per breached ticket, up to a max of 10% in a billing cycle.

Severity Level	Description	Response Time (Max)	Resolution Time (Max)
P1 – Critical	Production down / DR activation	15 minutes	2 hours
P2 – High	Live system impaired	30 minutes	4 hours
P3 – Medium	Intermittent / non-blocking issues	1 hour	12 hours
P4 – Low	Minor issues / requests	4 hours	24 hours

8.3 Backup & Disaster Recovery SLA

- Daily incremental backups: 95% success rate (weekly check)
- Weekly full backup: Must run every Sunday between 12AM–4AM
- DR Drill: Must be conducted once a year and report submitted within 7 days
- Backup Recovery RTO: ≤ 2 hours
- DR Failover RTO: ≤ 4 hours | RPO: ≤ 15 minutes

8.4 Maximum Penalty Cap

The total penalty in any given quarter shall not exceed 10% of the total quarterly invoice amount. If the total penalty exceeds this cap repeatedly for 2 consecutive quarters, NDKSP reserves the right to terminate the contract.

8.5 Eligibility Criteria for Cloud Service Providers (CSPs)

Sr. No	Eligibility Parameter	Supporting Documents Required
1	Must be a registered legal entity in India under the Companies Act or LLP Act	Certificate of Incorporation, PAN, GST
2	Must be empaneled with MeitY as on the date of bid submission	Valid MeitY Empanelment Certificate
3	Must possess accreditations in SOC 1, SOC 2, SOC 3 (Trust Services)	Valid certificates
4	Must have ISO 22301 certification for business continuity	Valid certificate
5	Must be listed in Gartner Magic Quadrant (last 3 years)	Public Gartner report or declaration
6	Minimum average annual turnover of ₹500 Crores over last 3 financial years	CA Certificate with UDIN / Auditor certificate
7	Must not be blacklisted by any Government agency	Self-declaration on ₹100 Stamp Paper, notarized
8	Must comply with IT Act 2000 including Section 43A	Signed declaration on letterhead
9	Must have valid PAN, GSTIN, and filed ITRs for last 3 years	PAN, GST, ITRs or acknowledgments

8.6 Eligibility Criteria for Managed Service Providers (MSPs)

Sr. No	Eligibility Parameter	Supporting Documents Required
1	Must be of Indian origin and have a registered office in Maharashtra	Relevant certificate / utility bill / declaration
2	Must be a registered legal entity under Companies Act or LLP Act	Certificate of Incorporation, PAN, GST
3	Authorization letter from a MeitY-empaneled CSP	Authorization Letter referencing this RFP
4	Minimum average turnover of ₹20 Crores during last 3 financial years	CA Certificate with UDIN / Auditor certificate
5	Positive net worth in all 3 financial years	CA Certificate with UDIN
6	Should not be blacklisted by any Central/State Govt. or client	Self-declaration on ₹100 Stamp Paper, notarized

7	Should not be involved in any legal case in any jurisdiction in the last 5 years	Self-attested declaration
8	Minimum 10 certifications in Cloud Operations, Architecture, etc.	Self-attested certificate list
9	Certified for ISO 9001, ISO 20000, ISO 27001	Valid certificates
10	Experience in managing IT infra for cloud services across 3 Govt./PSU clients	Work Orders and Completion Certificates
11	Experience with MeitY-empaneled deployments for Govt./PSUs in FY 2018-21	Relevant project documentation
12	Valid PAN, GSTIN, and filed ITRs for last 3 years	PAN, GST, ITRs or acknowledgments

9. Evaluation Methodology

The evaluation will be carried out in two stages:

9.1 Technical Evaluation will conduct as per following criteria.

Bidders must secure a minimum of 70 marks out of 100 in the Technical Evaluation to qualify for financial bid opening.

Criteria	Max Marks	Evaluation Basis
Relevant Government Cloud Experience	20	No. of completed cloud infra projects (5 marks each, up to 4 projects)
Technical Solution & Architecture	20	Presentation of solution (DR design, security, scaling, etc.)
DR & Backup Strategy	10	DR RPO/RTO compliance, backup automation, mock drill reports
Certifications & Compliance	10	ISO 27001/27701, SOC2, CERT-In, CMMI
Cloud Team Experience	10	Profiles of cloud architects, security experts
Past Performance Feedback	10	Client references / testimonials
Innovation / Cost Efficiency	5	Proactive features like predictive cost control, savings plans
Presentation & Understanding	15	Clarity, completeness, and alignment to TOR
Total Technical Marks	100	

10. Deliverables and Timelines

The selected bidder shall be responsible for delivering all infrastructure, services, documentation, and operational support within the timelines specified below. The contract period will be 2 years, comprising 1 months of setup and 23 months of operations and maintenance.

10.1 Implementation Milestones (from T0)

Milestone / Deliverable	Timeline (from T0)	Remarks
Kick-off meeting	T0 + 3 days	Project onboarding and team alignment
Provisioning DEV & UAT infra & DEV Environment	T0 + 15 days	Initial non-production setup
DR Environment Setup	T0 + 15 days	Replication, failover config
Monitoring & Alert Dashboard	T0 + 30 days	Accessible to NDKSP PMU
Security Setup (IAM, WAF, SIEM)	T0 + 30 days	Hardening and access policies
Documentation & Knowledge Transfer	T0 + 60 days	Training sessions & SOPs

10.2 Ongoing Operational Deliverables

1. Monthly uptime & SLA report (CPU, GPU, RAM, storage, DR)
2. Monthly cloud consumption and invoice report
3. Ticket summary and resolution compliance report
4. Quarterly security compliance check (patches, MFA, scan logs)
5. Bi-annual DR drill report and evidence logs
6. Annual third-party audit report (optional)
7. Log backup and archival handover every quarter.

Terms and Conditions

11. Contract Period

The contract shall be valid for a period of 2 years from the date of awarding contract. It may be extended for an additional 2 years (1+1) based on performance and mutual agreement.

Annexure 1: Technical criteria Forms

Form -1: Bidder Details

Name of the Organization:

Registered Office Address:

Year of Incorporation:

Type of Organization (Company/LLP/etc.):

PAN Number:

GST Number:

Authorized Contact Person:

Email ID:

Contact Number:

Website URL:

Form -2: Work Experience Format

Client	Project Name	Scope	Start Date	End Date	Order Value (INR)	Contact Person	Contact Details

Form -3: CA Certificate Format

(To be submitted on CA's Letterhead with UDIN)

This is to certify that M/s [Bidder Name] has had an average annual turnover of INR _____ and a positive net worth during the last three financial years (FY 2021-22, 2022-23, 2023-24).

Signature and Seal

Chartered Accountant

Form -4: Authorization from CSP

(To be printed on CSP's Letterhead)

We hereby authorize M/s [Bidder Name] to represent us for the RFP titled "NDKSP Cloud Infrastructure".

Authorized Signatory (CSP)

Date:

Form -5: Non-Blacklisting Declaration

(On ₹100 Stamp Paper, Notarized)

We declare that we are not blacklisted or debarred by any Government/PSU.

Authorized Signatory

Form -6: Certification Checklist

Certification	Status (Yes/No)	Valid Till	Certificate No.
ISO 27001			
ISO 27701			
SOC 2 Type II			
CERT-In			

Form -7: Legal Compliance Declaration

We confirm that there are no ongoing legal proceedings against the company that affect the execution of this project.

Authorized Signatory

Pre-Bid Query Format

Bidders must use the following Excel format to submit queries:

Sr. No.	RFP Section	Page No	Clause No	Content in RFP	Clarification Sought

(ii) Financial Part.**Financial Evaluation**

Financial proposals of only technically qualified bidders (i.e., those scoring 70 marks or more in technical evaluation) will be opened.

The bidder quoting the lowest total cost (L1) in the commercial proposal will be declared the successful bidder, subject to verification and compliance.

Section IV- Bidding Forms

Table of Forms

Letter of Bid – Technical Part	45
---	-----------

Letter of Bid – Technical Part

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

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

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

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

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

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

**To: Project Director, Maharashtra Project on Climate Resilient Agriculture (PoCRA)
Phase II**

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document for the following: *[insert a brief description of the Non-Consulting Services]*;
- (d) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the 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) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (i) **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;
- (j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive;
- (k) **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;
- (l) 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

- (m) 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.

Appendix to Technical Part

Bidder Information Form

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

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

IFB 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 actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
3. Bidder's actual or intended year of registration: <i>[insert Bidder's year of registration]</i>
4. Bidder's legal Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
5. 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>
6. 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 state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not under the supervision of the agency of the Employer
7. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Section VI - Fraud and Corruption

(Section VI shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

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

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

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

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

Part III – Conditions of Contract and Contract Forms

Section VIII - General Conditions of Contract

Table of Clauses

A. General Provisions	53
1.1 Definitions.....	53
1.2 Applicable Law	54
1.3 Language.....	55
1.4 Notices	55
1.5 Location	55
1.6 Authorized Representatives	55
1.7 Inspection and Audit by the Bank.....	55
1.8 Taxes and Duties.....	55
2. Commencement, Completion, Modification, and Termination of Contract	55
2.1 Effectiveness of Contract.....	56
2.3 Intended Completion Date	56
2.4 Modification.....	56
2.4.1 Value Engineering	56
2.5 Force Majeure	56
2.6 Termination.....	57
3. Obligations of the Service Provider.....	58
3.1 General.....	58
3.2 Conflict of Interests.....	59
3.3 Confidentiality	59
3.4 Insurance to be Taken Out by the Service Provider	59
3.5 Service Provider’s Actions Requiring Employer’s Prior Approval.....	60
3.6 Reporting Obligations.....	60
3.7 Documents Prepared by the Service Provider to Be the Property of the Employer.....	60
3.8 Liquidated Damages	60
3.9 Performance Security.....	61

3.10 Fraud and Corruption	61
3.11 Sustainable Procurement.....	61
4. Service Provider’s Personnel	61
4.1 Description of Personnel.....	61
4.2 Removal and/or Replacement of Personnel.....	62
5. Obligations of the Employer	62
5.1 Assistance and Exemptions.....	62
5.2 Change in the Applicable Law.....	62
5.3 Services and Facilities.....	62
6. Payments to the Service Provider.....	62
6.1 Lump-Sum Remuneration.....	62
6.2 Contract Price.....	63
6.3 Payment for Additional Services, and Performance Incentive Compensation	63
6.4 Terms and Conditions of Payment.....	63
6.5 Interest on Delayed Payments.....	63
6.6 Price Adjustment.....	63
6.7 Dayworks	64
7. Quality Control	64
7.1 Identifying Defects.....	64
7.2 Correction of Defects, and	65
8. Settlement of Disputes	65
8.1 Amicable Settlement.....	65
8.2 Dispute Settlement	65

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 Commencement 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** Deleted.
- 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 (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

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

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

3.9 Performance Security 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:
- $$P_c = A_c + B_c \frac{L_{mc}/L_{oc}}{L_{mc}/L_{oc}} + C_c \frac{I_{mc}/I_{oc}}{I_{mc}/I_{oc}}$$
- 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

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

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

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

6.7 Dayworks

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

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

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

7. Quality Control

7.1 Identifying Defects

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

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

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

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

Section IX - Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The Adjudicator is Principal Secretary Agriculture, GoM
1.1(e)	The Contract name is Procurement of Cloud Services.
1.1(h)	The Employer is <i>Maharashtra Project on Climate Resilient Agriculture (PoCRA) Phase II</i>
1.1(m)	The Member in Charge is Mr. Parimal Singh, Project Director
1.1(p)	The Service Provider is _____
1.4	<p>The addresses are:</p> <p>Employer: Maharashtra Project on Climate Resilient Agriculture (PoCRA) Phase II Attention: Project Director Telephone : 022-22163351 E-mail(where permitted): procurement.pmu@mahapocra.gov.in</p> <p>Service Provider: _____ Attention: _____ Telex: _____ Facsimile: _____ Email: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Mr. Santosh Mamadapure, Dy Project Director</p> <p>For the Service Provider: _____</p>
2.1	<p>The date on which this Contract shall come into effect is <i>15 days from</i> Signing of contract by both the parties.</p> <p><i>[Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Bank, effectiveness of Bank Loan/IDA Credit, receipt by Service Provider of advance payment and by Employer of bank guarantee (see Sub-Clause 6.4), etc.]</i></p>
2.2.2	The Starting Date for the commencement of Services is - Signing of contract by both the parties.
3.4	The risks and coverage by insurance shall be:

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<ul style="list-style-type: none"> (i) Third Party motor vehicle liability insurance in respect of motor vehicles operated in client’s country by the consultant with a minimum coverage Motor vehicle Act 1988. (ii) Third Party liability with minimum coverage of in accordance with the applicable law in India. (i) employer’s liability and workers’ compensation insurance in respect of the experts and Sub-consultants in accordance with the relevant provisions of the applicable law in the Client’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and (ii) Professional liability with a minimum coverage of the total ceiling value of the contract. (v) Loss or damage to equipment and property to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
3.7	The Consultant shall not use these <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Client.
5.1	The assistance and exemptions provided to the Service Provider are: NA
6.2	The contract cost will be based on the approved rates specified in the annexure; however, the actual payment to the contractor will be made according to the actual consumption of cloud services.
6.3.2	The performance incentive paid to the Service Provider shall be: NA
6.4	The rates quoted by the Service Provider shall be deemed to be exclusive of the GST and other taxes that the Service provider will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.
6.5	<p>Payment shall be made within 45 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 60 days in the case of the final payment. <i>[Note: specify, e.g., “forty-five (45) days,” and, in the case of the last payment, “sixty (60) days.”]</i></p> <p>The interest rate is Prevailing Lending rate in SBI.</p>
6.6.1	NA
8.2.3	The agreed Adjudicator is Principal Secretary Agriculture, GoM
8.2.4	The procedure for adhoc arbitration will be as follows:

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(a) In case of Dispute or difference arising between the Employer and a Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Service Provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/ 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) and (b) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the *Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), shall appoint the Arbitrator. A certified copy of the order of the* Indian Council of Arbitration/President of the Institution of Engineers (India)/The International Centre for Alternative Disputes Resolution (India), making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration proceedings shall be held at Clients Office, Mumbai , India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the * Indian Council of Arbitration/President of the Institution of</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Engineers (India)/The International Centre for Alternative Disputes Resolution (India).</p> <p>(f) The Arbitrator should give final award within 120 days of starting of the proceedings <i>[indicate the days (Between 120-180) by which arbitrator should give award]</i>.</p> <p>(g) Performance under the contract shall continue during the arbitration proceedings and payments due to the Service Provider by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p>

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 Clause 45. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the World Bank required under the Loan Agreement.]

[date]

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

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

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

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X, Contract Forms, of the bidding document for an amount of Rs. ____ within 21 days of the receipt of this letter of acceptance, valid upto 28 days after the expected completion date as described in the GCC 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.

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

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

or

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

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

[OR]

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

[Delete whatever is inapplicable]

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 Special Conditions of Contract;
- (c) the General Conditions of Contract;

- (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- Not Used

Appendix B: Schedule of Payments- Not Used

Appendix C: Key Personnel and Subcontractors- Not Used

Appendix D: Breakdown of Contract Price in Foreign Currency (Not used)

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

Appendix F: Services and Facilities Provided by the Employer- Not Used

Appendix G: Performance Incentive Compensation- Not Used

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*]