

# **STANDARD PROCUREMENT DOCUMENT**

## **Request for Bids Non-Consulting Services**

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## Standard Procurement Document Summa

### Bidding Document: Request for Bids – Non-Consulting

#### Services PART 1 – BIDDING PROCEDURES

##### Section I - Instructions to Bidders (ITB)

This Section provides information to help Bidders prepare their Bids. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

##### Section II - Bid Data Sheet (BDS)

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

##### Section III - Evaluation and Qualification Criteria

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

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

##### Section IV - Bidding Forms

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

##### Section V - Eligible Countries

This Section contains information regarding eligible countries.

##### Section VI - Fraud and Corruption

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

#### PART 2 – EMPLOYER'S REQUIREMENTS

##### Section VII - Activity Schedule

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

#### PART 3 – CONDITIONS OF CONTRACT AND CONTRACT FORMS

##### Section VIII - General Conditions of Contract (GCC)

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

##### Section IX - Special Conditions of Contract (SCC)

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

##### Section X - Contract Forms

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

**Specific Procurement Notice  
Request for Bids**

**Non-Consulting Services**

(One-envelope bidding process with e-procurement)

**INVITATION FOR BIDS (IFB)**

**E-Procurement Notice**

**Bihar Rural Livelihoods Promotion Society**

**Hiring of Housekeeping Agency**

**RFB No: BRLPS/PROC/219/18/2022-23**

**Issued on: 22/08/2022**

1. The **Bihar Rural Livelihoods Promotion Society** has received financing NRLM, and intends to apply part of the proceeds toward payments under the contract named **Hiring of Housekeeping Agency**
2. The Bihar Rural Livelihoods Promotion Society now invites sealed Bids from eligible Bidders for **Hiring of Housekeeping Agency** initially for a period of one year which may be extended for further years depending upon the need of BRLPS and performance of the agency / persons deployed by the agency and mutual consent of the parties.
3. Details of Services-

Name of services	Scope of work	Quantity in Numbers	Start of Service
Housekeeping services of BRLPS Offices at 2 <sup>nd</sup> (1 wing) and 3 <sup>rd</sup> (3 wings) floors, Annex-II, Vidyut Bhawan, Bailey Road, Patna, 5 <sup>th</sup> floor (1 wing) Biscomaun Bhawan, residential offices of Chief Executive Officer, BRLPS, Secretary, Rural Development Department and Development Commissioner, Bihar	As per Annexure - 1	As per Annexure-1	The date of start of services will be communicated to successful bidder.

4. Bidding will be conducted through the Open Tendering procedures as specified in the specific guidelines, and is open to all eligible bidders as defined in the Procurement Guidelines. In addition, please refer to paragraphs 1.6 and 1.7 setting forth the World BRLPS's policy on conflict of interest.
5. Online bids will be called in a one stage bidding system. Bidder has to submit both bids (Technical + Financial) till the last. Evaluation of bid will be made as mentioned in "Qualification" of Section III - Evaluation and Qualification Criteria of this bidding document.
6. Bidding documents are available online on <https://www.eproc.bihar.gov.in> for a non-refundable fee. Bidders will be required to register in the website. The bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

a) Price of Bidding Documents	<b>Rs. 2,000.00</b> to be paid through e-Payment mode (i.e. NEFT/RTGS, Credit/ Debit Card & Net Banking) only. <b>(non-refundable)</b>
b) Bid Security	<b>INR – 33,000 (Thirty-Three Thousand Only)</b> to be paid either in the form of Demand Draft or BRLPS Guarantee issued by any scheduled BRLPS favoring Bihar Rural Livelihoods Promotion Society, Patna.  <b>NO EXEMPTION is allowed from submitting bid security.</b>  <b>Bidder has to upload the scanned copy of Demand Draft/BRLPS Guarantee on e-Proc portal and original copy of same should be submitted on or before the date of opening of bid, otherwise, the bid will be treated as non-Responsive.</b>  Bid received without bid security as above will be treated as non-responsive.)
c) Date of commencement of download of bidding document	<b>22/08/2022</b> through <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a>
d) Last date for download of bidding document	<b>22/09/2022</b> till 15:30 hrs. through <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a>
e) Pre bid meeting	Pre bid meeting will be held on <b>08/09/2022</b> at 04.00 PM at BRLPS Office, Vidyut Bhawan, Bailey Road, Patna. Requests for clarification should be received by the purchaser till <b>07/09/2022</b> on email ID: <a href="mailto:proc.sp@brlps.in">proc.sp@brlps.in</a>
f) Last Date/Time for uploading the Tender	<b>22/09/2022</b> till 16:00 hrs. through <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a>

g) Time and date of opening of bid	<b>22/09/2022</b> till 16:30 hrs. through <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a>
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7. For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities which is authorized by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from e-Procurement Help Desk, 1<sup>st</sup> floor, M/22, BRLPS of India Building, Road No.25, Sri Krishna Nagar, Patna-800001 (Phone: 0612-2523006/Mobile –7542028164).
8. Bids security of the amount specified in the bidding document must be deposited. Bids must be submitted online on <https://www.eproc.bihar.gov.in> on or before the date and time for receipt of bids. The bid will be opened online on the specified time and date for opening of bids, as given above. 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. The electronic bidding system would not allow any late submission of bids.
9. The bidders are required to **upload original affidavit regarding correctness of information furnished with bid document** with Bihar Rural Livelihoods Promotion Society, Annexe-II, Vidyut Bhawan, Bailey Road, Patna after opening of bid. **The same should be submitted in hard copy on or before the date of opening.**
10. Other details can be seen in the bidding document. The Purchaser 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 Purchaser shall not be liable for any information not received by the bidder. It is the bidders' responsibility to verify the website for the latest information related to this bid.
11. Interested eligible Bidders may obtain further information from Bihar Rural Livelihoods Promotion Society (Dr. Santosh, Procurement Specialist, Email: [proc.sp@brlps.in](mailto:proc.sp@brlps.in)) and inspect the bidding document available at official website of BRLPS at [www.brlps.in](http://www.brlps.in)
12. The bidding document in English may be downloaded by interested eligible Bidders from <https://www.eproc.bihar.gov.in> upon registration at the portal (<https://www.eproc.bihar.gov.in>) and online payment of a non-refundable fee of **Rs. 1180.00** (Inclusive of GST @ 18.00%) to be paid through e- Payment mode (i.e. NEFT/RTGS, Credit/Debit Card & Net BRLPSing) only at <https://www.eproc.bihar.gov.in>.
13. Bids must be uploaded on <https://www.eproc.bihar.gov.in> on or before the date mentioned above. Bids will be opened online in the presence of the Bidders' designated representatives, if present.

**Chief Executive Officer cum Mission Director**  
Bihar Rural Livelihoods Promotion Society  
Annexe-II, Vidyut Bhawan, Bailey Road,  
Patna - 800021

**Request for Bids Non-Consulting Services**

**Procurement of:**

**Hiring of Housekeeping Agency**

**RFB No: BRLPS/PROC/219/18/2022-23**

**Bihar Rural Livelihoods Promotion Society Country:**

India

**Issued on: 22/08/2022**

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## **Part I – Bidding Procedures**



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**Section I - Instructions to Bidders****A. General**

<b>1. Scope of Bid</b>	<p>1.4 In connection with the Specific Procurement Notice - Request for Bids (RFB), specified in the Bid Data Sheet (BDS), the Employer, as specified <b>in the BDS</b>, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer" s Requirements. The name, identification and number of lots (contracts) of this RFB procurement are specified in the BDS.</p> <p>Throughout this bidding document:</p> <ul style="list-style-type: none"> <li>a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if specified <b>in the BDS</b>, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;</li> <li>b) if the context so requires, "singular" means "plural" and vice versa; and</li> <li>c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower" s official public holidays.</li> </ul> <p>1.5 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided <b>in the BDS</b>.</p>
<b>2. Source of Funds</b>	<p>2.1 BRLPS specified <b>in the BDS</b> has received financing (hereinafter called "funds") from NRLM in an amount specified <b>in the BDS</b>, toward the project named <b>in the BDS</b>. The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this bidding document is issued.</p>
<b>3. Fraud and Corruption</b>	<p>3.1 In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and their personnel, to permit the BRLPS 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 BRLPS.</p>
<b>4. Eligible Bidders</b>	<p>4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter</p>

into such an agreement supported by a letter of intent. 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. Unless specified in the BDS, there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
  - (e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
  - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the BRLPS throughout the procurement process and execution of the Contract.

- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a sub-contractor in more than one Bid.

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.

- 4.4 A Bidder that has been sanctioned by the BRLPS, pursuant to the BRLPS'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 initially selected for, prequalified for, bid for, submit proposal for, or be awarded a BRLPS-financed contract or benefit from a BRLPS-financed contract, financially or otherwise, during such period of time as the BRLPS shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.5 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 BRLPS, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.
- 4.6 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing Declaration.
- 4.7 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 BRLPS 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.
- 4.8 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 18.4.
- 4.9 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.10 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the BRLPS is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

<p><b>5. Qualification of the Bidder</b></p>	<p>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.</p> <p>5.2 In the event that prequalification of Bidders has been undertaken as stated in ITB 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.</p>
<p><b>B. Contents of Bidding Document</b></p>	
<p><b>6. Sections of Bidding Document</b></p>	<p>6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.</p> <p><b>PART 1: Bidding Procedures</b></p> <ul style="list-style-type: none"> <li>▪ Section I - Instructions to Bidders (ITB)</li> <li>▪ Section II - Bid Data Sheet (BDS)</li> <li>▪ Section III - Evaluation and Qualification Criteria</li> <li>▪ Section IV - Bidding Forms</li> <li>▪ Section V - Eligible Countries</li> <li>▪ Section VI - Fraud and Corruption</li> </ul>
	<p><b>PART 2: Employer's Requirements</b></p> <ul style="list-style-type: none"> <li>▪ Section VII – Employer's Requirements</li> </ul> <p><b>PART 3: Contract</b></p> <ul style="list-style-type: none"> <li>▪ Section VIII - General Conditions of Contract (GCC)</li> <li>▪ Section IX - Special Conditions of Contract (SCC)</li> <li>▪ Section X - Contract Forms</li> </ul> <p>6.2 The Specific Procurement Notice - Request for Bids (RFB) or the notice to prequalified Bidders, as the case may be issued by the Employer is not part of this bidding document.</p> <p>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.</p> <p>6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information or documentation as is required by the bidding document.</p>
<p><b>7. Site Visit</b></p>	<p>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.</p>
<p><b>8. Clarification of Bidding Document</b></p>	<p>8.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified <b>in the BDS</b>. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified <b>in the BDS</b>. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified <b>in the BDS</b>, the Employer shall also promptly publish its response at the web page identified <b>in the BDS</b>. 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.</p>

<p><b>9. Amendment of Bidding Document</b></p>	<p>9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda.</p> <p>9.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 8.1.</p> <p>9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, deadline for submission of Bids, in accordance with ITB 23.2 below.</p>
<p><b>C. Preparation of Bids</b></p>	
<p><b>10. Cost of Bidding</b></p>	<p>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.</p>
<p><b>11. Language of Bid</b></p>	<p>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 the language specified <b>in the BDS</b>. 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 the language specified <b>in the BDS</b>, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p>
<p><b>12. Documents Comprising the Bid</b></p>	<p>12.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none"> <li>(a) <b>Letter of Bid</b> prepared in accordance with ITB 13;</li> <li>(b) <b>Schedules:</b> priced Activity Schedule completed in accordance with ITB 13 and ITB 15;</li> <li>(c) <b>Bid Security or Bid-Securing Declaration</b> in accordance with ITB 20.1;</li> <li>(d) <b>Alternative Bid:</b> if permissible in accordance with ITB 14;</li> <li>(e) <b>Authorization:</b> written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;</li> <li>(f) <b>Qualifications:</b> documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;</li> <li>(g) <b>Bidder's Eligibility:</b> documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;</li> <li>(h) <b>Conformity:</b> documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and</li> <li>(i) any other document required <b>in the BDS</b>.</li> </ul> <p>12.2 In addition to the requirements under ITB 12.1, 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.</p> <p>12.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.</p>
<p><b>13. Letter of Bid and Activity Schedule</b></p>	<p>13.1 The Letter of Bid 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.</p>

<p><b>14. Alternative Bids</b></p>	<p>14.1 Unless otherwise indicated in <b>the BDS</b>, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer.</p> <p>14.2 When alternative times for completion are explicitly invited, a statement to that effect will be included <b>in the BDS</b> and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.</p> <p>14.3 When specified <b>in the BDS</b>, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be identified <b>in the BDS</b>, as will the method for their evaluating, and described in Section VII, Employer's Requirements.</p>
<p><b>15. Bid Prices and Discounts</b></p>	<p>15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid and in the Activity Schedule(s) shall conform to the requirements specified below.</p> <p>15.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).</p> <p>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.</p>
	<p>15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid in accordance with ITB 13.1.</p> <p>15.5 The Bidder shall fill in rates and prices for all items of the Services described in the 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.</p> <p>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.</p> <p>15.7 If provided for <b>in the BDS</b>, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.</p> <p>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.</p>
<p><b>16. Currencies of Bid and Payment</b></p>	<p>16.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Employer's Country, unless otherwise specified <b>in the BDS</b>.</p> <p>16.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Employer's Country.</p> <p>16.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump-sum are reasonable and responsive to ITB 16.1 and 16.2.</p>

<p><b>17. Documents Establishing Conformity of Services</b></p>	<p>17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements.</p> <p>17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.</p>
<p><b>18. Documents Establishing the Eligibility and Qualifications of the Bidder</b></p>	<p>18.1 To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, included in Section IV, Bidding Forms.</p> <p>18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</p> <p>18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.</p> <p><b>18.4</b> In the event that prequalification of Bidders has been undertaken as stated in</p>
	<p><b>the BDS</b>, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.</p> <p>18.5 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Evaluation and Qualification Criteria.</p>
<p><b>19. Period of Validity of Bids</b></p>	<p>19.1 Bids shall remain valid for the Bid Validity period specified <b>in the BDS</b>. 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.</p> <p>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.</p> <p>19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity period, the Contract price shall be determined as follows:</p> <ul style="list-style-type: none"> <li>(a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified <b>in the BDS</b>;</li> <li>(b) in the case of adjustable price contracts, no adjustment shall be made; or</li> <li>(c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.</li> </ul>



<p><b>20. Bid Security</b></p>	<p>20.1 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid security, as specified <b>in the BDS</b>, in original form and, in the case of a Bid Security, in the amount and currency specified <b>in the BDS</b>.</p> <p>20.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.</p> <p>20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:</p> <ul style="list-style-type: none"><li>(a) financial institution (such as an insurance, bonding or surety company);</li><li>(b) an irrevocable letter of credit;</li><li>(c) a cashier's or certified check; or</li><li>(d) another security specified <b>in the BDS</b>,</li></ul>
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	<p>20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.</p> <p>20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 46.</p> <p>20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.</p> <p>20.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed:</p> <ul style="list-style-type: none"><li>(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid, or any extension thereto provided by the Bidder; or</li><li>(b) if the successful Bidder fails to:<ul style="list-style-type: none"><li>(i) sign the Contract in accordance with ITB 45; or</li><li>(ii) furnish a performance security in accordance with ITB 46.</li></ul></li></ul> <p>20.8 The Bid Security or Bid-Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.</p> <p>20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and</p> <ul style="list-style-type: none"><li>(a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid; or</li><li>(b) if the successful Bidder fails to:<ul style="list-style-type: none"><li>(i) sign the Contract in accordance with ITB 45; or</li><li>(ii) furnish a performance security in accordance with ITB 46;</li></ul>the Borrower may, if provided for <b>in the BDS</b>, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated <b>in the BDS</b>.</li></ul>
<p><b>21. Format and Signing of Bid</b></p>	<p>21.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12, bound with the volume containing the Form of Bid, and clearly marked "Original." In addition, the Bidder shall submit copies of the Bid, in the number specified <b>in the BDS</b>, and clearly marked as "Copies." In the event of discrepancy between them, the original shall prevail.</p> <p>21.2 Bidders shall mark as "CONFIDENTIAL" information in their Bids which is confidential to their business. This may include proprietary information, tradesecrets, or commercial or financially sensitive information.</p> <p>21.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified <b>in the BDS</b> and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.</p> <p>21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.</p>

	<p>21.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>
<p><b>D. Submission and Opening of Bids</b></p>	
<p><b>22. Sealing and Marking of Bids</b></p>	<p>22.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:</p> <ul style="list-style-type: none"> <li>(a) in an envelope marked "ORIGINAL", all documents comprising the Bid, as described in ITB 12; and</li> <li>(b) in an envelope marked "COPIES", all required copies of the Bid; and</li> <li>(c) if alternative Bids are permitted in accordance with ITB 14, and if relevant:             <ul style="list-style-type: none"> <li>(i) in an envelope marked "ORIGINAL - ALTERNATIVE BID", the alternative Bid; and</li> <li>(ii) in the envelope marked "COPIES – ALTERNATIVE BID" all required copies of the alternative Bid.</li> </ul> </li> </ul> <p>22.2 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> <li>(a) bear the name and address of the Bidder;</li> <li>(b) be addressed to the Employer in accordance with ITB 23.1;</li> <li>(c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and</li> <li>(d) bear a warning not to open before the time and date for Bid opening.</li> </ul> <p>22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.</p>
<p><b>23. Deadline for Submission of Bids</b></p>	<p>23.1 Bids must be received by the Employer at the address and no later than the date and time specified <b>in the BDS</b>. When so specified <b>in the BDS</b>, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified <b>in the BDS</b>.</p> <p>23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<p><b>24. Late Bids</b></p>	<p>24.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>

<p><b>25. Withdrawal, Substitution and Modification of Bids</b></p>	<p>25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:</p> <ul style="list-style-type: none"><li>(a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and</li><li>(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.</li></ul> <p>25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.</p> <p>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 or any extension thereof.</p>
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**6. Bid Opening**

- 26.1 Except as in the cases specified in ITB 23 and ITB 25.2, the Employer shall, at the Bid opening, publicly open and read out 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. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the BDS**.
- 26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.
- 26.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.
- 26.4 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 26.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further. The Letter of Bid and the priced Activity Schedule are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 26.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).
- 26.8 The Employer shall prepare a record of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the Bid Price, per lot (contract) if applicable, including any discounts; and
  - (c) any alternative Bids;
  - (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.
- 26.9 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

<b>E. Evaluation and Comparison of Bids</b>	
<b>27. Confidentiality</b>	<p>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 the Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 41.</p> <p>27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract</p>
	<p>27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.</p>
<b>28. Clarification of Bids</b>	<p>28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the 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 32.</p> <p>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.</p>
<b>29. Deviations, Reservations, and Omissions</b>	<p>29.1 During the evaluation of Bids, the following definitions apply:</p> <ul style="list-style-type: none"> <li>(a) "Deviation" is a departure from the requirements specified in the bidding document;</li> <li>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and</li> <li>(c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.</li> </ul>
<b>30. Determination of Responsiveness</b>	<p>30.1 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>30.2 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"> <li>(a) if accepted, would: <ul style="list-style-type: none"> <li>(i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or</li> <li>(ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or</li> </ul> </li> <li>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</li> </ul> <p>30.3 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>30.4 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>

<b>31. Nonconformities, Errors and Omissions</b>	<p>31.1 Provided that a Bid is substantially responsive, the Employer may waive anynonconformity in the Bid.</p> <p>31.2 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</p>
	<p>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.</p> <p>31.3 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 <b>in the BDS</b>.</p>
<b>32. Correction of Arithmetical Errors</b>	<p>32.1 Provided that the Bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:</p> <p>(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;</p> <p>(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.</p> <p>32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid.</p>
<b>33. Conversion to Single Currency</b>	<p>33.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified <b>in the BDS</b>.</p>
<b>34. Margin of Preference</b>	<p>34.1 A margin of preference shall not apply.</p>

<p><b>35. Evaluation of Bids</b></p>	<p>35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:</p> <ul style="list-style-type: none"> <li>(a) substantially responsive to the bidding document; and</li> <li>(b) the lowest evaluated cost.</li> </ul> <p>35.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:</p> <ul style="list-style-type: none"> <li>(a) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;</li> <li>(b) price adjustment due to discounts offered in accordance with ITB 15.4;</li> <li>(c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 33;</li> <li>(d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;</li> <li>(e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Day work, when requested in the Specifications (or Terms of Reference); and</li> </ul> <p>the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.</p>
	<p>35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.</p> <p>35.4 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, is specified in Section III, Evaluation and Qualification Criteria.</p>
<p><b>36. Comparison of Bids</b></p>	<p>36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.</p>
<p><b>37. Abnormally Low Bids</b></p>	<p>37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.</p> <p>37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.</p> <p>37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.</p>



<p><b>38. Qualification of the Bidder</b></p>	<p>38.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.</p> <p>38.2 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 or any other firm(s) different from the Bidder that submitted the Bid.</p> <p>38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.</p>
<p><b>39. Employer's Right to Accept Any Bid, and to Reject Any or All Bids</b></p>	<p>39.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.</p>
<p><b>40. Standstill Period</b></p>	<p>40.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified <b>in the BDS</b>. Where only one Bid is submitted, the Standstill Period shall not apply.</p>
<p><b>41. Notice On Intention to Award</b></p>	<p>41.1 When a Standstill Period applies, it shall commence when the Employer has transmitted to each Bidder (that has not already been notified that it has been unsuccessful) Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:</p>
	<p>(a) the name and address of the Bidder submitting the successful Bid;</p> <p>(b) the Contract price of the successful Bid;</p> <p>(c) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated prices;</p> <p>(d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notice is addressed) was unsuccessful;</p> <p>(e) the expiry date of the Standstill Period; and</p> <p>(f) instructions on how to request a debriefing or submit a complaint during the standstill period.</p>
<p><b>F. Award of Contract</b></p>	
<p><b>42. Award Criteria</b></p>	<p>42.1 Subject to ITB 39, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:</p> <p>(a) substantially responsive to the bidding document; and</p> <p>(b) the lowest evaluated cost.</p>

<p><b>43. Notification of Award</b></p>	<p>43.1 Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in BDS ITB 40.1, or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (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 Supplier in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).</p> <p>43.2 At the same time, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none"> <li>(a) name and address of the Employer;</li> <li>(b) name and reference number of the contract being awarded, and the selection method used;</li> <li>(c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;</li> <li>(d) name of Bidders whose Bids were rejected and the reasons for their rejection; and</li> <li>(e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope.</li> </ul> <p>43.3 The Contract Award Notice shall be published 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. The Employer shall also publish the contract award notice in UNDB online.</p> <p>43.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.</p>
<p><b>44. Debriefing by the Employer</b></p>	<p>44.1 On receipt of the Borrower’s Notification of Intention to Award referred to in ITB41, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.</p> <p>44.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended</p>

	<p>until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.</p> <p>44.3 Where a request for debriefing is received by the Employer later than the three(3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.</p> <p>44.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.</p>
<p><b>45. Signing of Contract</b></p>	<p>45.1 Promptly upon Notification of Award, the Employer shall send the successful Bidder the Contract Agreement.</p> <p>45.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.</p>
<p><b>46. Performance Security</b></p>	<p>46.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.</p> <p>46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.</p>
<p><b>47. Adjudicator</b></p>	<p>47.1 The Employer proposes the person named <b>in the BDS</b> to be appointed as Adjudicator under the Contract, at an hourly fee specified <b>in the BDS</b>, plus reimbursable expenses. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.</p>

**Section II -Bid Data Sheet (BDS)**

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

[Where an e-procurement system is used, modify the relevant parts of the BDS accordingly to reflect the e-procurement process]

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB]

ITB Reference	A. General
ITB 1.1	The reference number of the Request for Bids (RFB) is: <b>BRLPS/PROC/219/18/2022-23</b> The Employer is: <b>Bihar Rural Livelihoods Promotion Society</b> The name of the RFB is: <b>Hiring of Housekeeping Agency</b>
ITB 1.2(a)	<b>Electronic –Procurement System</b> The Employer shall use the following electronic-procurement system to manage this Bidding process: <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a> The electronic-procurement system shall be used to manage the following aspects of the Bidding process: 1) Issuance of Bid 2) Submission of Bid (Technical + Financial) 3) Opening of Bids (Technical + Financial)
ITB 1.3	The Intended Completion Date is- ONE YEAR from the date of agreement/start of service.
ITB 2.1	The Borrower is: <b>Bihar Rural Livelihoods Promotion Society under Department of Rural Development, Government of Bihar, India.</b>  The name of the Project is: <b>State Rural Livelihood Mission (SRLM)</b>
ITB 4.1	Maximum number of members in the Joint Venture (JV) shall be: <b>Joint Venture is Not Allowed</b>
ITB 4.3	<b>Sub-Contracting is not allowed.</b>
ITB 4.5	A list of debarred firms and individuals is available on the BRLPS's external website: <a href="http://www.worldBRLPS.org/debarr.">http://www.worldBRLPS.org/debarr.</a>
	<b>B. Contents of Bidding Document</b>
ITB 8.1	For <b>Clarification of Bid purposes</b> only, the Employer's address is:  Contract Person: Dr. Santosh, Procurement Specialist Address: <b>C-Wing, 3<sup>rd</sup> Floor</b> , Bihar Rural Livelihoods Promotion Society (BRLPS) Annexe-II, Vidyut Bhawan, Bailey Road, Patna (800021), Bihar, India Telephone: 91-612-2504980 [Ext. 242] Facsimile number: 91-612-2504960 Email address: <a href="mailto:proc.sp@brlps.in">proc.sp@brlps.in</a> Requests for clarification should be received by the employer till <b>24/10/2019</b> Web page: <a href="http://www.brlps.in">www.brlps.in</a>
ITB 9.1	The addendum/corrigendum will appear on the e-procurement system and simultaneously will be uploaded on <a href="https://www.brlps.in">https://www.brlps.in</a>
	<b>C. Preparation of Bids</b>
ITB 11.1	The language of the Bid is: <b>English</b> All correspondence exchange shall be English language. Language for translation of supporting documents and printed literature is English.

Section II - Bid Data Sheet (BDS)

ITB 12.1 (j)	The Bidder shall upload the following additional documents in its Bid:
	▪ <b>Certificate of Incorporation.</b>
ITB 14.1	Alternative Bids <b>shall not be</b> considered.
ITB 14.2	Alternative times for completion <b>shall not be</b> permitted.
ITB 14.3	Deleted
ITB 15.7	<b>The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract except in case revision in Minimum Wages by Govt. of Bihar.</b>
ITB 16.1	The Bidder is required to quote in Indian Rupees.
ITB 18.4	Prequalification has not been undertaken.
ITB 19.1	The Bid validity period shall be <b>hundred &amp; twenty (120)</b> days from the last date of opening of bid.
ITB 19.3 (a)	Deleted
ITB 20.1	A Bid Security shall be required. A Bid-Securing Declaration <b>shall not be</b> required. If a Bid Security shall be required, the amount and currency of the Bid Security shall be INR 33,000/-
ITB 20.3 (d)	Other types of acceptable securities: to be paid either in the form of Demand Draft or BRLPS Guarantee issued by any scheduled BRLPS favoring Bihar Rural Livelihoods Promotion Society, Patna.
ITB 20.9	Deleted
ITB 21.1	Deleted
ITB 21.3	Not required
ITB 22.1	Bidding shall be through e-Procurement process only
<b>D. Submission and Opening of Bids</b>	
ITB 23.1	<b>Bid is to be submitted online and must be uploaded on</b> <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a>
ITB 23.1	<b>The Online submission of bid:</b> <b>Date:- 22/09/2022</b> <b>Time:- 04:00 pm</b> The electronic Bid submission procedures shall be: Bids must be uploaded on <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a>
ITB 26.1	<b>The online opening of bid is:</b> <b>Date:- 22/09/2022</b> <b>Time:- 04:30 pm</b> The electronic Bid opening procedures shall be: At BRLPS Office through <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a>
ITB 26.6	The Letter of Bid and priced Activity Schedule shall be initialed by at least two representative of the agency conducting Bid opening.
<b>E. Evaluation and Comparison of Bids</b>	
ITB 31.3	The adjustment shall be based on the “ <b>highest</b> ” price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
ITB 33.1	Not Applicable
ITB 40 Standstill Period	The Standstill Period is 10 Business Days from the date the Employer has transmitted to all Bidders that submitted Bids, the Notification of its Intention to Award the Contract to the Successful Bidder.
<b>F. Award of Contract</b>	
ITB 47	The Adjudicator proposed by the Employer is- Will be finalized at the time of contract.

**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]**

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<b>2. Qualification.....</b>	<b>29</b>

S.N.	Requirement	Documents required/ to be uploaded
1.	The agency should be either registered as a company under Companies Act 1956 or a Partnership (including Limited Liability Partnership) under partnership Act 1932 as the case may be and should be in existence for not less than five years before 31.03.2022 as a company or firm as the case may be. <b>Bids of sole proprietorship firms or those which are not in existence for at least five years as mentioned above shall not be considered at all.</b>	The Bidder has to upload the relevant documents which shall include: <ul style="list-style-type: none"> <li>i. the certificate of incorporation issued by the Registrar of Companies;</li> <li>ii. the latest registered partnership deed;</li> <li>iii. the certificate of commencement of business and where applicable, the valid legal documents evidencing change in the name and/or constitution of the organisation, if any.</li> </ul>
2.	The registered office should be located in India and where it is other than Patna (Bihar), a branch office should be in Patna (Bihar).	Bidder has to submit self-attested copy of latest Telephone Bill/Electricity Bill/Registered Lease Deed supporting the address at Patna/ (Bihar).
3.	Bidder should have minimum average annual turnover of Rs. 50.00 lakh during the last three financial years (2018-19, 2019-20 & 2020-21) exclusively from the housekeeping service/facility management services.	Bidder should upload photo copy of Turnover certificate issued by the statutory auditor/Chartered Accountant of the organisation. Such issued turnover certificate must unambiguously be describing the amount of annual turnover exclusively from the housekeeping services/facility management services for each of the concerned financial year. <b>During bid evaluation stage, self-certified financial statements/audit reports/tax return documents for the relevant financial years may be sought for needful clarification/verification of the annual turnover.</b>
4.	Bidder should have provided similar services to at least two Government Clients/Public Sector Companies/BRLPSs during last five years (2017, 2018, 2019, 2020 & 2021).	Bidder has to upload self-certified photocopy of completion certificates pertaining to the services provided during years of 2017, 2018, 2019, 2020 & 2021.  <b>During bid evaluation stage, self-certified copy of work order/contract agreements against which the completion certificate has been uploaded may be sought for needful clarification/verification.</b>
5.	Bidder should be registered with appropriate authorities under Employees Provident Fund, Employees State Insurance Acts and labour authorities including under the Contract Labour (Regulation and Abolition Act) for providing services in Bihar.	Bidder should upload self-signed & stamped copy of the Employees Provident Fund registration certificate, self-signed & stamped copy of Employees State Insurance registration certificate and self-signed & stamped copy of Labour Licenses under the Contract Labour (Regulation and Abolition) Act.
6.	Bidder must not be under a declaration of ineligibility for corrupt and fraudulent practices issued by	A notarized self-declaration should be uploaded in this regard.



Section III – Evaluation and Qualification Criteria

	Government of India/State Government	
7.	Bidder should be a registered assessee under Income Tax Act as well as the Good and Service Tax Act.	Bidder should upload self-signed copy of Permanent Account Number and self-signed copy of GST registration

The client (BRLPS) shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the client shall determine the Most Advantageous Bid.

This is the Bid that has been determined to be:

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

**1. Evaluation (ITB 35.2(f))**

**In addition to the criteria listed in ITB 35.2 (a) to (e) the following criteria shall apply: Not Applicable**

**1.1 Adequacy of Technical Proposal: Not Applicable**

**1.2 Multiple Contracts: Not Applicable**

**1.3 Alternative Times for Completion: Not Applicable**

**1.4 Alternative Technical Solutions for specified parts of the Services: Not Applicable**

**1.5 Sustainable procurement: Not Applicable**

**2. Qualification**

If the Employer has not undertaken prequalification of potential Bidders, all Bidders shall include the above information and supporting documents with their Bids.

Note: - Submission of all the valid/legal documents in context to above table is mandatory.

**Section IV- Bidding  
Forms Table of Forms**

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**Letter of Bid**

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

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

**Alternative No.:** N/A

To: [insert complete name of Employer]

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration in the Employer's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: [insert a brief description of the Non-Consulting Services];
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: [Insert one of the options below as appropriate]

Option 1, in case of one lot: Total price is: [insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies];

Or

Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- (f) **Discounts:** The discounts offered and the methodology for their application are:
  - (i) The discounts offered are: [Specify in detail each discount offered.]
  - (ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- (g) **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;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (i) **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;
- (j) **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 BRLPS Group or a debarment imposed by the World BRLPS Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World BRLPS and other development BRLPSs. 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;

Section IV - Bidding Forms

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- (k) **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];
- (l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- (m) [Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this bidding document and the Procurement Regulations.
- (n) **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;
- (o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (p) **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.

**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]

**Bidder Information Form**

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

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

submission]RFB No.: [insert number of  
bidding process]

Alternative No.: N/A

Page\_\_\_\_\_of\_\_\_\_\_pages

1. Bidder's Name [insert Bidder's legal name]
2. In case of JV, legal name of each member : Not Allowed
3. Bidder's actual or intended country of registration: [insert actual or intended country of registration]
4. Bidder's year of registration: [insert Bidder's year of registration]
5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]
6. Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <ul style="list-style-type: none"><li>▪ 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.</li><li>▪ In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:<ul style="list-style-type: none"><li>○ Legal and financial autonomy</li><li>○ Operation under commercial law</li><li>○ Establishing that the Bidder is not under the supervision of the agency of the Employer</li></ul></li></ul>
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

**Bidder's JV Members Information Form**

**—Not Used—**

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

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

RFB No.: [insert number of Bidding process]

Alternative No.:

N/A Page \_\_\_ of \_

\_\_\_\_\_ pages

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

**Qualification Information**

<p><b>1. Individual Bidders</b></p>	<p>1.1. Constitution or legal status of Bidder: [attach copy] Place of registration: [insert] Principal place of business: [insert] Power of attorney of signatory of Bid: [attach]</p>			
	<p>1.2. Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.</p>			
	<p>Sections of the Services</p>	<p>Value of subcontract</p>	<p>Subcontractor (name and address)</p>	<p>Experience in providing similar Services</p>
	<p style="text-align: center;">Not Allowed</p>			
	<p>1.3 Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies. 1.4 Name, address, and telephone, telex, and facsimile numbers of BRLPSs that may provide references if contacted by the Employer. 1.5 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.</p>			
	<p>Other party(ies)</p>	<p>Cause of dispute</p>	<p>Details of litigation award</p>	<p>Amount involved</p>
	<p>(a)</p>			
	<p>(b)</p>			
<p><b>2. Joint Ventures</b></p>	<p>Not Allowed</p>			
<p><b>3. Additional Requirements</b></p>	<p>3.1. Bidders should provide any additional information required <b>in the BDS</b>.</p>			

**Schedule Forms**

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



Section IV Bidding Forms

<b>Price Schedule</b>						
Currencies in accordance with ITB 16					Date: _____ RFB No: _____ Alternative No: _____ Page N <input type="checkbox"/> of <input type="checkbox"/>	
1	2	3	4	5	6	7
Service eN <input type="checkbox"/>	Description of Services	Unit	Delivery Date	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6)
[insert number of the Service ]	[insert name of Services]		[insert delivery date at place of final destination per Service]	[insert number of units]	[insert unit price per unit]	[insert total price per unit]
<p><b>PLEASE DO NOT FILL RATES HERE. A SEPARATE EXCEL SHEET HAS BEEN PROVIDED ON <a href="https://www.eproc.bihar.gov.in">https://www.eproc.bihar.gov.in</a></b></p>						
					Total Bid Price	
Name of Bidder [insert complete name of Bidder]			Signature of Bidder [signature of person signing the Bid]		Date [insert date]	

**Notification of Award - Letter of Acceptance**

[letterhead paper of the Employer]

[date]

To: [name and address of the Service Provider]

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

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

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

**or**

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

**or**

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

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

Please return the attached Contract dully signed

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

Attachment: Contract

**Form of  
Contract**

[letterhead paper of the Employer]

**LUMP-SUM REMUNERATION**

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

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

**WHEREAS**

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

**NOW THEREFORE** the parties hereto hereby agree as follows:

- 1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - a) the Letter of Acceptance;
  - b) the Service Provider’s Bid
  - c) the Special Conditions of Contract;
  - d) the General Conditions of Contract;
  - e) the Specifications;
  - f) the Priced Activity Schedule; and
  - g) The following Appendices: **[Note:** If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]
    - Appendix A: Description of the Services
    - Appendix B: Schedule of Payments
    - Appendix C: Key Personnel and Subcontractors
    - Appendix D: Breakdown of Contract Price in Foreign Currency
    - Appendix E: Breakdown of Contract Price in Local Currency

Section IV – Bidding Forms

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Appendix F: Services and Facilities Provided by the Employer  
Appendix G: Performance Incentive Compensation

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

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

For and on behalf of [name of Employer]

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[Authorized Representative] Name & Designation

For and on behalf of [name of Service Provider]

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[Authorized Representative] Name & Designation

**Form of Bid Security  
(Bank Guarantee)**

**—Not Used—**

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

[Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** [Employer to insert its name and address]

**RFB No.:** [Employer to insert reference number for the Request for Bids]

**Alternative No.:** [Insert identification No if this is a Bid for an alternative]  
**Date:**[Insert date of issue]

**BID GUARANTEE No.:**[Insert guarantee reference number]

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that \_\_\_\_\_ [insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof] (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bidguarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself ora separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

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

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

\_\_\_\_\_  
[Signature(s)]

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

**Form of Bid Security (Bid Bond)**

**—Not Used—**

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. \_\_\_\_\_

BY THIS BOND [name of Bidder] as Principal (hereinafter called “the Principal”), and [name, legal title, and address of surety], **authorized to transact business in** [name of country of Employer], as Surety (hereinafter called “the Surety”), are held and firmly bound unto [name of Employer] as Obligee (hereinafter called “the Employer”) in the sum of [amount of Bond]<sup>1</sup> [amount in words], for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Employer dated the day of \_\_\_\_\_, 20\_ , for the supply of [name of Contract] (hereinafter called the “Bid”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Principal’s Letter of Bid (“the Bid Validity Period”), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Employer during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders (“ITB”) of the Employer’s bidding document.

then the Surety undertakes to immediately pay to the Employer up to the above amount upon receipt of the Employer’s first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal’s Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_\_\_ day of \_\_\_\_\_ 20\_ .

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_  
Corporate Seal (where appropriate)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Employer’s Country or the equivalent amount in a freely convertible currency.

**Form of Bid-Securing Declaration**

**—Not Used—**

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

Date: [date (as day, month and year)] RFB No.: [number of Bidding process]

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

To: [complete name of

Employer] We, the undersigned,

declare that:

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

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Employer for the period of time of [number of months or years] starting on [date], if we are in breach of our obligation(s) under the Bid conditions, because we:

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

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

Name of the Bidder\* \_\_\_\_\_

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

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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

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

**Section V - Eligible Countries**

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

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

Under ITB 4.8 (a) —none”

Under ITB 4.8 (b) “none”



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**Section VI - Fraud and Corruption**

**(Section VI shall not be modified)**

**1. Purpose**

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

**2. Requirements**

2.1 The NRLM requires that Borrowers (including beneficiaries of NRLM financing); bidders, 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 BRLPS-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the NRLM:

- 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 BRLPS 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 BRLPS’s inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the BRLPS 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 mis procurement, if the BRLPS 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 BRLPS to address such practices when they occur, including by failing to inform the BRLPS in a timely manner at the time they knew of the practices;
- d. Pursuant to the BRLPS’s Anti- Corruption Guidelines and in accordance with the BRLPS’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

## Section VI – Fraud and Corruption

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awarded or otherwise benefit from a BRLPS-financed contract, financially or in any other manner;<sup>1</sup>(ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a BRLPS-financed contract; and (iii) to receive the proceeds of any loan made by the BRLPS or otherwise to participate further in the preparation or implementation of any BRLPS-financed project;

- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a BRLPS loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the BRLPS to inspect<sup>3</sup> all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the BRLPS.

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<sup>1</sup> 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.

<sup>2</sup> 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.

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

**Part II – Employer’s Requirement**

**Section VII –  
Activity Schedule**

Bihar Rural Livelihoods Promotion Society, popularly known as JEEViKA, a registered society under the aegis of Rural Development Department, Government of Bihar marks a key chapter in rural development in Bihar. JEEViKA's journey of the last 15 years has been a period of changing face of Bihar. Bihar Rural Livelihoods Promotion Society (BRLPS) was constituted by Govt. of Bihar as a special purpose vehicle to expedite the poverty alleviation interventions in the state. To sustain the project delivery mechanisms, Government of Bihar supported the initiative by leveraging financial resources from various multilateral agencies like World Bank, BRLPS and other national & state agencies. Over the years, JEEViKA has mobilized women from rural HHs into strong, sustainable and self-managed Self-Help Groups (SHGs).

**Scope of Work**

**1. The details of the area for Housekeeping Services to be provided are as mentioned below:**

BRLPS has occupied offices in Annexe-II, Vidyut Bhawan, Bailey Road, Patna – 800021 at 1<sup>st</sup> floor (01 wing) and 3<sup>rd</sup> floor (3 wings), 5<sup>th</sup> floor Biscomaun Bhawan. Housekeeping is to be provided also at residential offices of Chief Executive Officer, BRLPS, Secretary, Rural Development Department and Development Commissioner, Bihar. Its proper cleanliness and general upkeep shall be ensured by the contractor in the office area occupied by the BRLPS and residential offices of Chief Executive Officer, BRLPS, Secretary, Rural Development Department and Development Commissioner, Bihar are kept in a perfect state of cleanliness and hygiene at all times to the entire satisfaction of BRLPS.

**2. Housekeeping services will be comprehensive in nature relating to all areas within the premises and shall include the following:**

- a) Sweeping, Vacuum Cleaning/Cleaning and wiping of floors of different types including carpet surfaces, staircases, corridors and lobbies. Cleaning activity shall start in the morning at 8.00 AM so as to complete all the dusting/cleaning/moping work before 9.30 AM.
- b) Dedicated female manpower for ladies' washroom/restrooms.
- c) Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, blinds, windows, computers, telephones, curtains, photocopiers, signage etc. with dry/wet cloth, feather brush and duster.
- d) Thorough cleaning and scrubbing of toilets, wash basins, sanitary fittings and mirrors and toilet floors.
- e) Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc.
- f) Replenishing all toiletries including hand towels (M-fold/C-fold), Liquid soap, toilet rolls/GRD air freshener and tissue boxes after daily check-ups in the morning, afternoons and on on call basis during daytime.
- g) Upkeep and maintenance of the pantry area to operate the necessary equipment such as fridges, Microwave Ovens, Water coolers, Water purifiers, Water dispensers, Tea Vending Machines etc.
- h) Maintenance of proper register/records for the jobs carried out on daily, weekly and monthly basis. Proforma for daily supervisory checklist is attached as Annexure-3. Supervisor has to maintain separate checklist for each location of service.
- i) The contractor has to supply all the necessary consumable items, equipment, tools, tackles and vacuum cleaners including supplying labour, supervisors and materials for daily, weekly and monthly activities as per terms and conditions, and as directed to the entire satisfaction of the representative of BRLPS.

**3. Jobs to be carried out daily**

- a) Sweeping, Cleaning, vacuuming and wiping of floors of different types including carpet surface, wooden surface, staircases, corridors, lobbies, meeting areas, cabins etc.

Part III – Conditions of Contract and Contract Forms

- b) Dusting and polishing/brushing of Low high partition, glazed and panelled partitions, glass panes, venetian blinds, door mats, tables, chairs, workstations, conference room, visitors' room, reception area etc.
- c) Acid cleaning and scrubbing of toilets, wash basins, sanitary fittings & mirrors and toilet floors. Cleaning and disinfecting all vitreous fixtures including toilet bowls, urinals, sinks, toilet seats, containers etc. Brush thoroughly to include below water level and under rims including area at hinges and cistern handles. Restock toiletries, which include liquid hand soap, toilet paper, air freshener and sanitary cubes, hand towels (M-fold/C-fold) and Naphthalene balls in toilets after daily check-ups in the morning, afternoons and on call basis during daytime.
- d) Dusting of Telephone Sets, PC, Printers, Photocopier machines, Fans, Network Equipment.
- e) Pantry Area:
  - I. Sink, Khurra, draining boards, platforms, dado, cabinets, coolers, hot case exposed surface shall be cleaned and washed with good quality liquid detergents, soap, air purifier, acids, stain removers, mopping, dusting all as directed (one time daily and also as and when required due to exigencies).
  - II. Fridges, Microwave Oven within the areas should be kept clean inside and out, and defrosted when appropriate.
  - III. Tea/Coffee Machines should be cleaned every day in the morning.
  - IV. Check and clean water dispenser and vending machines functioning every hour.
  - V. Dirty glasses/cups/bottles should be removed immediately from conference/meeting rooms/cabins and workstations.
- f) Removal of waste papers and any garbage and blockage/chocking from the entire area covered under the tender (Two times daily and as and when required).
- g) Cleaning of baskets, binds and disposing off all the collected refuse at designated site on daily basis (Two times daily and as and when required).
- h) Conference Room/Meeting Room to be checked on regular intervals/call basis. Water bottles, tea cups, paper plates, crockery etc. be cleared regularly so that the area never looks dirty, tables, cabinets, switchboards, white boards, doors and partitions etc. should be cleaned every day, water bottles to be replenished and kept clean, face tissues, notepads to be arranged.
- i) Spraying room fresheners/air freshener daily on regular intervals or as required.
- j) Shifting of furniture and other items from one floor to another or within the floor as and when required by the administration.

**4. Jobs to be carried out Weekly or as required**

- a) Vacuuming, brushing and shampooing of all carpet area, chairs and sofas (Once in a week and as and when required).
- b) Cleaning and dusting of electrical switch boards, light fixtures, fans, air conditioner vents, overhead light fixtures, firefighting equipment, name plates, artefacts, plant boxes, etc.
- c) Thorough Cleaning of Water Dispensers and Water Coolers (once in week and as and when required).
- d) All other works which are listed in daily cleaning section but not mentioned in this section will be attached.

**5. The bidder has to provide approximately 18 numbers of cleaning manpower and 01 supervisor to maintain the premises as required and to the satisfaction of BRLPS.**

However, the number of cleaning manpower may be increased/decreased as per the requirement of BRLPS.

**6. The bidder shall, however, survey the area and make assessment of the manpower requirement on its own to maintain the premises as required by BRLPS. A housekeeping supervisor has to be deployed by the agency who will be single point of contact for BRLPS for all the housekeeping related matters as prescribed in this contract.**

## **Terms & Conditions**

1. The contract shall commence from the date as mentioned in the signed contract agreement.
2. The period of contract initially shall be for ONE YEAR which may be extended for further years with some additions/deletions/modifications on mutual consent of both the parties in writing. The contract may be curtailed, terminated by BRLPS inter alia owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract and/or as provided under the contract including non-compliance with any relevant labour laws, or change in requirement of the BRLPS or for any other reason as stipulated in the contract to be entered into with successful bidder.
3. The service provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of BRLPS.
4. The service provider shall be bound by the details furnished by them to BRLPS while submitting the tender or at subsequent stage. In case, any of such documents furnished, if found to be false at any stage, it would be deemed to be a break of terms of contract making them liable for legal action besides termination of contract.
5. BRLPS reserve right to terminate the contract at any time after giving one month's notice to the service provider with or without assigning any reason and shall be under no obligation whatsoever to continue the contract.
6. The service provider must employ adult and skilled labour only. Employment of child labour will lead to the termination of contract.
7. Service provider shall engage reliable person/s after doing the proper character and police verification and other formalities, impose any conditions as per prevailing labour law for such engagement, take any disciplinary actions against any such person or reward any such person for efficiency at work etc. at its sole costs, risks and responsibilities.
8. Service provider's personnel shall follow and adhere to all procedures and processes as laid down by BRLPS.
9. Working hours:
  - a) All the housekeeping services will be provided for six days a week including on intervening holidays.
  - b) Housekeeping staff deployed by the service provider shall be required to work in for six days in a week from Monday to Saturday from 0800 hours to 1900 hours with half an hour lunch break. Housekeeping staff will also be called upon to perform duties on Sunday and Holiday where required. No extra charge will be paid for attending the office on such holidays.
  - c) Cleaning activity shall start in the morning at 08.00 PM so as to complete all the dusting/cleaning/moping work before 9.30 AM.
10. For the manpower deployed, the service provider will keep with them, their present and permanent address, educational qualification details (if any), specimen signature and two passport size photographs and furnish this details/information to BRLPS, as and when required. The service provider will provide identity cards to the manpower deployed to work at BRLPS.
11. The personnel deployed by the service provider will maintain office decorum. They will be courteous, polite, cooperative, in good health and character and be able to discharge their responsibilities of housekeeping work. The service provider will verify the character antecedents before deploying any person at BRLPS.
12. The Service Provider will ensure that the services rendered by its deployed personnel are perfectly valid, legal and not in violation of any civil, criminal, labour, municipal or industrial law. BRLPS stands indemnified for any default caused by the bidder in the discharge of housekeeping services. The service provider shall deal with and settle the matters related with working conditions and sure that no labour disputes/problems are referred to BRLPS or make BRLPS a party to the same. It shall totally indemnify BRLPS and its officials in this regard.
13. The service provider would be under obligation to replace any personnel, whose conduct/performance/health/habit is found to be unsatisfactory, at its own costs, risk and responsibilities, immediately with written intimation to BRLPS.

14. The personnel deployed for housekeeping service will remain available at the place of their duty roaster and would report to supervisor posted by the service provider. The supervisor will ensure that tender specified manpower is available at the place of duty all times.
15. If the BRLPS finds that the tender specified manpower is not able to provide satisfactory service, the service provider will have to provide additional hands without any increase in the monthly bill.
16. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, chewing of pan, smoking, loitering without work. The manpower deployed should always be discipline, properly dressed and be presentable all the time during duty.
17. Service provider's personnel may be frisked by the security personnel appointed by BRLPS both while entering and leaving the premises.

**Checklist Maintenance:**

18. A checklist has to be maintained for toilets, general cleanliness etc. would be under administration of the supervisor on daily basis. He would sign the checklist after physical inspection of these areas.
19. The service provider will have to maintain an inventory of 100% of all consumable items at all times.
20. The service provider will be responsible for any indiscipline, damage to equipment, proper and third-party liabilities caused by acts on part of its deployed personnel at BRLPS premises for housekeeping services.
21. The serviced provider must provide necessary standard uniform/apron to its housekeeping staff/supervisor with their identify proof displayed. No extra payment shall be claimed from BRLPS for such items.
22. In the event of any theft/loss of BRLPS property due to established negligence of the service provider's deployed personnel; the service provider will make good the loss as decided by BRLPS. Decision of BRLPS on the compensation will be final.
23. **Statutory Requirement**
  - a) The service provider shall comply with all central, local and state regulations and enactment pertaining to workmen and labour and BRLPS shall have the right to enquire into and decided all complaints on such matters.
  - b) The service provider shall adhere and pay all contributions, subscriptions, premium, fee and dues to statutory norms as per the law and stipulated by BRLPS and this includes Contract Labour (Regulation and Abolition) Act 1970, Shops and Establishment Act, The Employees Provident Funds and Miscellaneous Act 1952, The Employees State Insurance Act 1948, The Workmen's Compensation Act 1923, The payment of gratuity Act, the payment of Bihar Minimum Wages etc. including modifications as and when updated by the competent authority.
24. BRLPS stands indemnified from any legal or financial issues the bidders may have with its deployed manpower for housekeeping services. BRLPS also stands indemnified for any damages/personal injury/death caused to the deployed manpower in the discharge of service provider contract with BRLPS for housekeeping services.
25. The service provider is fully responsible for obtaining licenses, insurance of employees, transportation, payment of salaries/wages to all concerned in respect of this contract and BRLPS will not be responsible in any manner.
26. BRLPS will provide a space to the service provider from its existing space for storing the equipment, materials during the contract period. The water and electricity will be provided by BRLPS from its existing resources. In case of disruption in supply of water or electricity, service provider will arrange the same at its cost, risks and responsibilities. Cleaning materials and aids to be provided by the service provider at its own cost.
27. The service provider shall disburse the salary to its deployed manpower, inclusive of other allowance.
28. The service provider has to ensure to maintain the adequate number of manpower, scope of work and services and also arrange a pool of standby housekeeping staff/supervisor. In case

Part III – Conditions of Contract and Contract Forms

any housekeeping staff/supervisor is absent from duty, a reliever shall be deployed by service provider in time from an existing pool of housekeeping staff. If the required numbers of workers/supervisor are less, compensation of INR 300/- per absentee per day will be deducted from the bill(s) of the service provider.

The payment against the periodic bill/invoice of the service provider shall be subject to submission of a detailed absentee record of deployed manpower during the relevant period duly certified by the contract manager of the client.

29. Whenever and wherever it is found that the cleanliness is not up to the mark, it will be brought to the notice of service provider's supervisor by BRLPS and if no action is taken within one hour, an appropriate penalty on the recommendation of the contract manager will be payable/recoverable from the service provider to BRLPS as compensation.
30. The housekeeping staff including supervisors must be in proper, full and clean uniform with name plates (badges) at all time during duty hours, failing which an appropriate penalty on the recommendation of the contract manager will be payable/recoverable from the service provider.
31. Any deviation in the material quality and quantity quoted will be subject to compensation payable to BRLPS. For proper maintenance, suitable cleaning material which are environmentally friendly, not harmful to human and government property should be used. If the cleaning material as per contract is not received in BRLPS between 1-10<sup>th</sup> of every month, an appropriate penalty on the recommendation of the contract manager will be recoverable from the bill of the service provider.
32. Service provider shall ensure that the staff deployed by it does not wander here and there and sit idle in groups during working hours.
33. For all intents and purposes, the service provider shall be the —Employer within the meaning of different Labour Legislations in respect of manpower deployed by it. There shall be no claim by such deployed person of any employment in BRLPS.
34. BRLPS will not be responsible for any financial loss or any injury to any of the staff deployed by service provider in the course of their performing the functions/duties, or for payment towards compensation.
35. The manpower deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of BRLPS during the currency or after expiry of the contract.
36. The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to BRLPS to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter failing which its payments are liable to be withheld and contract terminated, as may be deemed appropriate.

In respect of the payment of wages, ESI, EPF and other statutory compensations relating to deployed manpower as well as the payment of statutory levies, cess etc. relating to the contracted services, the service provider will be required to present with the periodic bill/invoice, sufficient and appropriate such as copy of duly certified vouchers, periodic wage sheet, system generated challans detailing manpower-wise transfer of EPF, ESI etc., the BRLPS transfer documents thereof etc. to justify that all statutory obligations pertaining to the contracted services are being consistently complied with by the service provider during the entire tenure of the contract.

37. In case, the service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof BRLPS is put to any loss/obligation, monetary or otherwise, BRLPS will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the service provider, to the extent of the loss or obligation in monetary terms or shall be entitled to recover the same by legal recourse.
38. BRLPS reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage for the smooth and timely provision of services.



**39.** Any delay or forbearance on the part of BRLPS or any waiver of its right or condonation of any acts, on the part of BRLPS shall not be construed as a waiver of the obligations of the service provider and it shall continue to be liable for all such acts of defaults.

**40.** Housekeeping Material/Equipment to be provided at BRLPS office premises, residential offices of Chief Executive Officer (BRLPS), Secretary, Rural Development Department and Development Commissioner, Bihar:

- i. Floor Duster
- ii. Liquid Soap Refills (Dettol/Lifebuoy)
- iii. Vim Liquid
- iv. Dish Washing Powder
- v. Hit Spray (Black & Red)
- vi. Room Freshner (machine-based Aroma Liquid spray)
- vii. Toilet Cleaning Liquid (Harpik)
- viii. Odonil Cubes
- ix. Tissue Papers (C-Fold)
- x. Toilet Paper Rolls
- xi. Toilet Brushes (WC)
- xii. Domex/Lizol
- xiii. Floor Wiper (Gela/Scotchbite)
- xiv. White Dusters
- xv. Yellow Dusters
- xvi. Acid
- xvii. Soft Brooms
- xviii. Phenyl
- xix. Colin
- xx. Toilet Brush
- xxi. Hand Brush (Scrubber)
- xxii. Garbage Bag Big/Small
- xxiii. Glass Wiper
- xxiv. Buckets/Baskets
- xxv. Gloves
- xxvi. Dust Pans
- xxvii. Naphthalene Balls
- xxviii. Scotches Brite Pads
- xxix. Dust Control Mop
- xxx. Big Size Dustbin for Garbage Disposal
- xxxi. Any other material required but not specified in the tender

Each periodic bill/invoice to be submitted by the service provider must accompany the inventory of materials/equipment used during the concerned period categorized as:

- Consumables and
- Non consumables

If deemed necessary during payment process of periodic bill/invoice, appropriate documentary evidence may be asked for to justify the inventory having been used during the relevant period.

<b>Proforma for Daily Checklist</b>			
<b>Space</b>	<b>No.</b>	<b>Item</b>	<b>Y/N</b>
Biscomaun Bhawan – 5 <sup>th</sup> Floor			
Vidyut Bhawan – 3 <sup>rd</sup> floor			
Vidyut Bhawan – 1st floor			
CEO's Residential Office			
Secretary – RDD's residential office			
Development Commissioner's residential office			

**Part III – Conditions of Contract and Contract Forms**

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## Section VIII - General Conditions of Contract

### 1. General Provisions

<b>1.1. Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"><li>(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.</li><li>(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;</li><li>(c) "BRLPS" means the International BRLPS for Reconstruction and Development, Washington, D.C., U.S.A.;</li><li>(d) "Association" means the International Development Association, Washington, D.C., U.S.A.;</li><li>(e) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer</li><li>(f) "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;</li><li>(g) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;</li><li>(h) "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.</li><li>(i) "Employer" means the party who employs the Service Provider</li><li>(j) "Foreign Currency" means any currency other than the currency of the country of the Employer;</li><li>(k) "GCC" means these General Conditions of Contract;</li><li>(l) "Government" means the Government of the Employer's Country;</li><li>(m) "Local Currency" means the currency of the country of the Employer;</li><li>(n) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;</li><li>(o) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;</li><li>(p) "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;</li><li>(q) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;</li><li>(r) "Service Provider's Bid" means the completed Bidding Document submitted by the Service Provider to the Employer</li><li>(s) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;</li><li>(t) "Specifications" means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer</li><li>(u) "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.</li><li>(v) "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.</li></ul>
<b>1.2. Applicable Law</b>	The Contract shall be interpreted in accordance with the laws of the Employer's Country, unless otherwise <b>specified in the Special Conditions of Contract (SCC).</b>

<b>1.3. Language</b>	This Contract has been executed in the language <b>specified in the SCC</b> , which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>1.4. Notices</b>	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 <b>specified in the SCC</b> .
<b>1.5. Location</b>	The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
<b>1.6. Authorized Representatives</b>	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 <b>specified in the SCC</b> .
<b>1.7. Inspection and Audit by the BRLPS</b>	Pursuant to paragraph 2.2 e. of Appendix A to the General Conditions, the Supplier shall permit and shall cause its subcontractors and subconsultants to permit, the BRLPS and/or persons appointed by the BRLPS to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the Bid, and to have such accounts and records audited by auditors appointed by the BRLPS if requested by the BRLPS. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of the BRLPS's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the BRLPS's prevailing sanctions procedures).
<b>1.8. Taxes and Duties</b>	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

<b>2.1. Effectiveness of Contract</b>	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be <b>stated in the SCC</b> .
<b>2.2. Commencement of Services</b>	
<b>2.2.1. Program</b>	Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
<b>2.2.2. Starting Date</b>	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 <b>specified in the SCC</b> .
<b>2.3. Intended Completion Date</b>	Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is <b>specified in the SCC</b> . 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.
<b>2.4. Modification</b>	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the BRLPS or of the Association, as the case may be, has been obtained.
<b>2.4.1. Value Engineering</b>	The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following: (a) the proposed change(s), and a description of the difference to the existing

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	<p>contract requirements;</p> <p>(b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and</p> <p>(c) a description of any effect(s) of the change on performance/functionality. The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <p>(a) accelerates the delivery period; or</p> <p>(b) reduces the Contract Price or the life cycle costs to the Employer; or</p> <p>(c) improves the quality, efficiency, safety or sustainability of the services; or</p> <p>(d) yields any other benefits to the Employer,</p> <p>without compromising the necessary functions of the Facilities.</p> <p>If the value engineering proposal is approved by the Employer and results in:</p> <p>(a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or</p> <p>(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.</p>
<b>2.5. Force Majeure</b>	
<b>2.5.1. Definition</b>	<p>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.</p>
<b>2.5.2. No Breach of Contract</b>	<p>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.</p>
<b>2.5.3. Extension of Time</b>	<p>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.</p>
<b>2.5.4. Payments</b>	<p>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.</p>
<b>2.6. Termination</b>	
<b>2.6.1. By the Employer</b>	<p>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:</p> <p>(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;</p> <p>(b) if the Service Provider become insolvent or BRLPSrupt;</p> <p>(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</p> <p>(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 the Appendix A to the GCC, in competing for or in executing the Contract</p>
<b>2.6.2. By the Service</b>	<p>The Service Provider may terminate this Contract, by not less than thirty (30)</p>

<b>Provider</b>	<p>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:</p> <p>(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</p> <p>(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.</p>
<b>2.6.3. Suspension of Loan or Credit</b>	<p>In the event that the World BRLPS suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:</p> <p>(a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World BRLPS's suspension notice.</p> <p>(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.</p>
<b>2.6.4. Payment upon Termination</b>	<p>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:</p> <p>(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;</p> <p>(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.</p>

### 3. Obligations of the Service Provider

<b>3.1. General</b>	<p>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.</p>
<b>3.2. Conflict of Interests</b>	
<b>3.2.1. Service Provider Not to Benefit from Commissions and Discounts.</b>	<p>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.</p>
<b>3.2.2. Service Provider and Affiliates Not to be Otherwise Interested in Project</b>	<p>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.</p>
<b>3.2.3. Prohibition of Conflicting Activities</b>	<p>Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:</p> <p>(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;</p>



	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;
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	(c) after the termination of this Contract, such other activities as may be <b>specified in the SCC.</b>
<b>3.3. Confidentiality</b>	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.
<b>3.4. Insurance to be Taken Out by the Service Provider</b>	The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors”, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be <b>specified in the SCC</b> ; 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.
<b>3.5. Service Provider’s Actions Requiring Employer’s Prior Approval</b>	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 <b>specified in the SCC.</b>
<b>3.6. Reporting Obligations</b>	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.
<b>3.7. Documents Prepared by the Service Provider to Be the Property of the Employer</b>	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 <b>specified in the SCC.</b>
<b>3.8. Liquidated Damages</b>	
<b>3.8.1. Payments of Liquidated Damages</b>	The Service Provider shall pay liquidated damages to the Employer at the rate per day <b>stated in the SCC</b> 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 <b>defined in the SCC.</b> 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.
<b>3.8.2. Correction for Overpayment</b>	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.
<b>3.8.3. Lack of performance penalty</b>	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 <b>specified in the SCC.</b>

<p><b>3.9. Performance Security</b></p>	<p>The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a BRLPS or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a BRLPS guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.</p>
<p><b>3.10. Fraud and Corruption</b></p>	<p>The BRLPS requires compliance with the BRLPS'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 Appendix to the GCC.</p> <p>The Employer requires the Supplier 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.</p>
<p><b>3.11. Sustainable Procurement</b></p>	<p>The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.</p>

**4. Service Provider's Personnel**

<p><b>4.1. Description of Personnel</b></p>	<p>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.</p>
<p><b>4.2. Removal and/or Replacement of Personnel</b></p>	<p>(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.</p> <p>(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.</p> <p>(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>

**5. Obligations of the Employer**

<p><b>5.1. Assistance and Exemptions</b></p>	<p>The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as <b>specified in the SCC.</b></p>
<p><b>5.2. Change in the Applicable Law</b></p>	<p>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.</p>
<p><b>5.3. Services and Facilities</b></p>	<p>The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.</p>

## 6. Payments to the Service Provider

<b>6.1. Lump-Sum Remuneration</b>	<p>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.</p>
<b>6.2. Contract Price</b>	<p>(a) The price payable in local currency is <b>set forth in the SCC.</b>  (b) The price payable in foreign currency is <b>set forth in the SCC.</b></p>
<b>6.3. Payment for Additional</b>	<p>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.</p>
<b>Services, and Performance Incentive Compensation</b>	<p>6.3.2 <b>If the SCC so specify</b>, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.</p>
<b>6.4. Terms and Conditions of Payment</b>	<p>Payments will be made to the Service Provider according to the payment schedule <b>stated in the SCC. Unless otherwise stated in the SCC</b>, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a BRLPS guarantee for the same amount, and shall be valid for the period <b>stated in the SCC</b>. Any other payment shall be made after the conditions <b>listed in the SCC</b> for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.</p>
<b>6.5. Interest on Delayed Payments</b>	<p>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.</p>
<b>6.6. Price Adjustment</b>	<p>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:  <math display="block">P_c = A_c + B_c L_{mc}/L_{oc} + C_c</math> Where:  <math>P_c</math> is the adjustment factor for the portion of the Contract Price payable in a specific currency "c".  <math>A_c</math>, <math>B_c</math> and <math>C_c</math> are coefficients specified in the SCC, representing: <math>A_c</math> the nonadjustable portion; <math>B_c</math> the adjustable portion relative to labor costs and <math>C_c</math> the adjustable portion for other inputs, of the Contract Price payable in that specific currency "c"; and  <math>L_{mc}</math> is the index prevailing at the first day of the month of the corresponding invoice date and <math>L_{oc}</math> is the index prevailing 28 days before Bid opening for labor; both in the specific currency "c".  <math>l_{mc}</math> is the index prevailing at the first day of the month of the corresponding invoice date and <math>l_{oc}</math> is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency "c".  If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor <math>Z_o/Z_n</math> will be applied to the respective component factor of <math>p_n</math> for the formula of the relevant currency. <math>Z_o</math> is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and <math>Z_n</math> is the corresponding number of such currency units on the date of the current index.</p> <p>6.6.2. If the value of the index is changed after it has been used in a</p>

	<p>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.</p>
<b>6.7. Day works</b>	<p>6.7.1. If applicable, the Day work 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.</p> <p>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.</p> <p>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</p>

## 7. Quality Control

<b>7.1. Identifying Defects</b>	<p>The principle and modalities of Inspection of the Services by the Employer shall be as <b>indicated in the SCC</b>. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as <b>defined in the SCC</b>.</p>
<b>7.2. Correction of Defects, and Lack of Performance Penalty</b>	<p>(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</p> <p>(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.</p> <p>(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.</p>

## 8. Settlement of Disputes

<b>8.1. Amicable Settlement</b>	<p>The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p>
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<p><b>.2. Dispute Settlement</b></p>	<p>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.</p> <p>8.2.2. The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.</p> <p>8.2.3. The Adjudicator shall be paid by the hour at the rate specified in the BDS and SCC, together with reimbursable expenses of the types specified in the SCC, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.</p> <p>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.</p> <p>8.2.5. Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract; a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.</p>
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**APPENDIX A**

**Fraud and Corruption**

**(Text in this Appendix shall not be modified)**

**1. Purpose**

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

**2. Requirements**

2.1 The BRLPS requires that Borrowers (including beneficiaries of BRLPS financing); bidders, 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 BRLPS-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the BRLPS:

- 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 BRLPS 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 BRLPS's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the BRLPS 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 BRLPS 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 BRLPS to address such practices when they occur, including by failing to inform the BRLPS in a timely manner at the time they knew of the practices;
- d. Pursuant to the BRLPS's Anti- Corruption Guidelines and in accordance with the BRLPS'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 BRLPS-financed contract,

financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a BRLPS-financed contract; and (iii) to receive the proceeds of any loan made by the BRLPS or otherwise to participate further in the preparation or implementation of any BRLPS-financed project;

- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a BRLPS loan, requiring (i) bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the BRLPS to inspect<sup>3</sup> all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the BRLPS.

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<sup>1</sup> 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.

<sup>2</sup> 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.

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

## Section IX - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	India
1.1(a)	The Adjudicator is- Will be finalized at the time of contract
1.1(e)	The contract name is <b>Hiring of Housekeeping Agency</b>
1.1(h)	The Employer is <b>Bihar Rural Livelihoods Promotion Society (BRLPS)</b>
1.1(m)	The Member in Charge is <b>Chief Executive Officer cum Mission Director</b>
1.1(p)	The Service Provider is _____
1.2	The Applicable Law is: Laws of India
1.3	The language is ENGLISH
1.4	<p>The addresses are:</p> <p>Employer: Bihar Rural Livelihoods Promotion Society  Attention: Chief Executive Officer cum Mission Director  Telephone: 91-612-2504980  Facsimile: 91-612-2504960</p> <p>Service Provider: _____  Attention: _____  Telex: _____  Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Chief Executive Officer cum Mission Director  For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect: <b>from the date of signing of contract.</b>
2.2.2	The Starting Date for the commencement of Services is.....
2.3	The Intended Completion Date is <b>one year from the date as mentioned in contract agreement.</b> It may be further extended up to 03 years or more depending upon the need and performance of the agency/personnel deployed by the agency and mutual consent of the parties
2.4.1	Deleted
3.2.3	<p>Activities prohibited after termination of this Contract are:</p> <p>The Consultant will have no right of claim whatsoever to the assignment or its outputs once completed.</p>
3.4	<p>The risks and coverage by insurance shall be:</p> <p>(i) Employer's liability and workers' compensation</p>
3.5(d)	Not Any
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>The Service Provider will not use the outputs without written permission from BRLPS.</p>
3.8.1	<p>The liquidated damages:</p> <p>The service provider shall start the supply from the date mentioned in the contract agreement/letter of acceptance, failing which the service provider has to pay the penalty of Rs. 100.00 per day which will be deducted from the bill/performance security.</p>



Section X – Contract Forms

<b>3.8.3</b>	Deleted
<b>3.9</b>	Successful bidder will have to submit a performance security @ 2% of the contract value (i.e., total value of contract in a year) in the form of BRLPS Guarantee issued from a scheduled BRLPS in favor of Bihar Rural Livelihoods Promotion Society, Patna valid till 60 days beyond the date of expiry of contract. The same will be returned after settlement of contract.
<b>3.11</b>	As per attached activity schedule.
<b>5.1</b>	Not Any
<b>6.2(a)</b>	The amount in local currency is_____.
<b>6.2(b)</b>	Deleted
<b>6.3.2</b>	Not Any
<b>6.4</b>	<p>Payments shall be made according to the following arrangement:</p> <p>Payment shall be released on monthly submission of bill along with the challan/s of ESI, EPF etc. (separate challan/s are to be filled for BRLPS) after due certification of attendance from SPMU. Document towards PAN issued by the income tax department, must be submitted by the contractor before release of payment. Statutory deductions shall be made at source as per rules.</p>
<b>6.5</b>	<p>Payment shall be made within 21 days (except Sundays &amp; holidays) of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4.</p> <p><b>The interest rate for late payment of invoice is NIL.</b></p>
<b>6.6.1</b>	Price adjustment will be made upon revision of Minimum Wages by Government of Bihar from time to time.
<b>7.1</b>	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p><b><i>The services of service provider will be reviewed on half yearly basis by the BRLPS.</i></b></p>
<b>8.2.3</b>	The Adjudicator is – will be finalized at the time of contract
<b>8.2.4</b>	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 8.2.4 shall be as follows:</p> <p>In the case of a dispute between the Purchaser and Service Provider, the dispute shall be referred to adjudication or arbitration in accordance with the laws of India. The arbitration shall be held in Patna and the language will be ENGLISH.</p>
<b>8.2.5</b>	The designated Appointing Authority for a new Adjudicator is – will be jointly decided between the purchaser and service provider.

**Appendices**

**Appendix A - Description of the Services**

**As per attached Activity Schedule**

**Appendix B - Schedule of Payments and Reporting**

**Not Used**

**Requirements Appendix C - Key Personnel and Subcontractors**

**Not Used**

**Appendix D—Breakdown of Contract Price in Foreign Currency (ies)**

**Not Used**

**Appendix E - Breakdown of Contract Price in Local**

**As per Price Schedule**

**Currency Appendix F - Services and Facilities Provided by**

**Not Used**

**the Employer**

**Appendix G - Performance Incentive Compensation Appendix**

**Not Used**

**Section X -Contract  
FormsTable of Forms**

Performance Security .....66  
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**Performance Security**

**Option 1: (BRLPS**

**Guarantee)**

[The BRLPS, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** [insert name and Address of

Employer]**Date:** \_ [Insert date of issue]

**PERFORMANCE GUARANTEE No.:** [Insert guarantee reference number]

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that \_ [insert name of Service Provider which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the Non-Consulting Services of

\_ [insert name of contract and brief description of the Non-Consulting Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] ( ) [insert amount in words],<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary' period

s complying demand supported by the Beneficiary" s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_  
[signature(s)]

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

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency (ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion dates described in GCC. The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

**Option 2: Performance Bond**

**Not Used**

By this Bond [insert name of Principal] as Principal (hereinafter called "the Service Provider") and [insert name of Surety] as Surety (hereinafter called "the Surety"), are held and firmly bound unto [insert name of Employer] as Obligee (hereinafter called "the Service Provider") in the amount of [insert amount in words and figures], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Service Provider and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Service Provider has entered into a written Agreement with the Employer dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, for [name of contract and brief description of Non-Consulting Services] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Service Provider shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Service Provider shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) complete the Contract in accordance with its terms and conditions; or
- 2) obtain a Bid or Bids from qualified Bidders for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Employer to the Service Provider under the Contract, less the amount properly paid by Employer to the Service Provider; or
- 3) pay the Employer the amount required by Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors, and assigns of the Employer.

In testimony whereof, the Service Provider has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

SIGNED ON \_\_\_\_\_ on behalf of \_\_\_\_\_

By \_\_\_\_\_ in the capacity of \_\_\_\_\_

In the presence of \_\_\_\_\_

Advance Payment Security

Not Used

[Guarantor letterhead or SWIFT identifier code]

**Beneficiary:** [Insert name and Address of

Employer]**Date:** [Insert date of issue]

**ADVANCE PAYMENT GUARANTEE No.:** [Insert guarantee reference number]

**Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution of [insert name of contract and brief description of Non-Consulting Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum [insert amount in figures] () [insert amount in words] is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] () [insert amount in words]<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Services; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's BRLPS stating that the advance payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's BRLPS].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the [insert day] day of [insert month], 2 [insert year], whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

\_\_\_\_\_  
[signature(s)]

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

<sup>1</sup> *The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Employer.*