



ARIAS SOCIETY

Assam Rural Infrastructure and Agricultural Services Society

(An Autonomous Body of the Govt. of Assam)

Project Management Unit (PMU) of the World Bank financed

Assam Citizen-Centric Service Delivery Project (ACCSDP)

Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India)

Tel: +91 361-2332125, email: spd@arias.in, website: www.arias.in

Project: Assam Citizen Centric Service Delivery Project (ACCSDP)
[Project ID: P150308, IBRD Loan No. 8754-IN]

BIDDING DOCUMENT

NATIONAL COMPETITIVE BIDDING (NCB)

**For engagement of a
Non-Consulting Service Provider Agency
(SPA) for Toll-Free RTPS Call-Centre Services**

IFB No: ARIASS/ACCSDP/150/2019/46

Dated: 11th February, 2020

Bidding Document issued from: 15th February, 2020

Government of Assam
World Bank financed
Assam Citizen-Centric Service Delivery Project (ACCSDP)
Assam Rural Infrastructure and Agricultural Services (ARIAS) Society

(An Autonomous Body of the Govt. of Assam)

Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India), email: spd@arias.in, website: www.arias.in

INVITATION FOR BIDS (IFB)
NATIONAL COMPETITIVE BIDDING (NCB)

Country: INDIA

Short IFB No. ARIASS/ACCSDP/150/2019/46, Dated, Guwahati the 11th February, 2020

IBRD LoanNo. : 8754-IN;

Contract Title: Service Provider Agency (SPA) for Toll-Free RTPS Call-Centre Services

Reference Nos. (As per Procurement Plan):IN-ARIAS-1455560-NC-RFP

The Government of Assam, through the Government of India, has received a loan from the International Bank for Reconstruction and Development (IBRD) towards the cost of 'ACCSDP'. The State Project Director, ARIAS Society, invites Bids from reputed agencies for toll-free RTPS Call-Centre Services under the project. Hard copy of the Bidding document may be purchased in the manner specified in the website of ARIAS Society or the Bidding document may be freely downloaded (without any cost) from the website of ARIAS Society viz. www.arias.in from **15th February, 2020** to **17th March ,2020**. Detailed IFB Notice may be seen in the website of ARIAS Society.

1. Last date and time of submission of Bid **18th March ,2020 (14.00 hrs-IST)**
2. Date and time of opening of Bid **18th March ,2020 (14.15 hrs-IST)**

Sd/-

State Project Director, ARIAS Society &
Email: spd@arias.in

INDIA
Government of Assam
World Bank financed
Assam Citizen-Centric Service Delivery Project (ACCSDP)
Assam Rural Infrastructure and Agricultural Services (ARIAS) Society
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NATIONAL COMPETITIVE BIDDING (NCB)

For engagement of a Non-Consulting Service Provider Agency (SPA) for
Toll Free RTPS Call-Centre Services

INVITATION FOR BID (IFB)

IFB No: ARIASS/ACCSDP/150/2019/46

Dated Guwahati the 11th February,2020

1. *This Invitation for Bids follows the General Procurement Notice for this Project that appeared in the UNDB, issue of 29th February, 2016.* The Government of Assam, through the Government of India, has received a loan from the International Bank for Reconstruction and Development (IBRD) towards the cost of 'Assam Citizen-Centric Service Delivery Project (ACCSDP)' and it intends to apply part of the proceeds toward payments under the contract for engagement of a Non-Consulting Service Provider Agency (SPA) for toll-free RTPS Call-Centre Services.
2. The **State Project Director (SPD), ARIAS Society** now invites bids from eligible bidders for providing the aforementioned non-consulting services, *[including multilingual support to citizens (Assamese, Bengali, Bodo, Dimasa, Karbi, Hindi, English), Enquiry / Complaint Handling, Computer Telephony Integration (CTI), etc.]*.
3. Bidding will be conducted through the National Competitive Bidding procedures as specified in the **World Bank's Guidelines: Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants By World Bank Borrowers (January 2011, Revised July 2014)** ("Procurement Guidelines"), and is open to all eligible bidders as defined in the Procurement Guidelines.
4. Interested eligible bidders may obtain further information from **SPD, ARIAS Society**, and inspect the bidding document at the address given below from **11.00 am to 4.00 pm (IST)** on all working days.
5. Bidder's qualifications requirements are provided in the Bidding Documents available at www.arias.in.
6. Bids will be evaluated on basis of bid submitted, taking into account discounts offered, if any. The contract will be awarded to the Bidder offering the lowest evaluated cost to the Employer, subject to the selected Bidder meeting the required qualification criteria.
7. A complete set of Bidding Documents in English language may be purchased by interested eligible bidders on the submission of a written Application to the address below and upon payment of a non-refundable fee of **Rs.3500 (Indian Rupees three thousand five hundred only) between the period 15th February, 2020 to 17th March, 2020**. The method of payment will be in the form of a Demand Draft drawn in favour of **State Project Director (SPD), ARIAS Society, Guwahati** from a nationalized/scheduled bank located in India. The Bidding Documents may also be collected in person or requested to be sent by courier. For sending the bidding document by courier within India an amount of **Rs.1400** is to be paid additionally (along with the fee cited above). The Bidding Document is also available on the website www.arias.in and can be **freely downloaded by interested bidders**. The bidders, who have downloaded the bid documents, shall be solely responsible for checking the website for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.
8. A **pre-bid meeting** will be held on **24th February, 2020 at 11.00 AM (IST)** at the office of SPD, ARIAS Society, at the address given below, to clarify the issues and to answer questions on any matter. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
9. Bids must be delivered to the address below on or before **18th March, 2020 at 14.00 Hrs (IST)**. Electronic bidding will **not** be permitted. Late bids will be rejected. Bids will be publicly opened in the presence of the bidders' designated representatives and anyone who choose to attend at the address below **18th March, 2020 at 14.15 Hrs (IST)**.
10. All bids must be accompanied by a "**Bid Security**" in the form of either a **Demand Draft** or a **Bank Guarantee for Indian Rupees Rs. 8.24 lakh (Rupees eight lakh twenty four thousand)** from a nationalized/scheduled bank located in India (as per provision of the bidding document). "*The Demand Draft or a Bank Guarantee shall be in favour of 'State Project Director (SPD), ARIAS Society, Guwahati'; Name of the bank – Canara Bank; Name of the branch – Dispur; Account no. 1861201002404; IFSC – CNRB0001861*
11. The address referred to above is: **State Project Director, ARIAS Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India), email: spd@arias.in ; website www.arias.in .**

Sd/-
State Project Director, ARIAS Society

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Employer, as defined in the **Bidding Data Sheet (BDS)**, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is **provided in the BDS**.
 - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**
2. **Source of Funds**
 - 2.1 The Borrower, as **defined in the BDS**, intends to apply part of the funds of a loan from the World Bank, **as defined in the BDS**, towards the cost of the Project, **as defined in the BDS**, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the loan proceeds.
3. **Corrupt or Fraudulent Practices**
 - 3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and contractors and their subcontractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. ¹ In pursuance of this policy, the Bank.
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice"² 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"³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to ³obtain a financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice"⁴ 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"⁵ 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
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

¹ In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.

² For the purpose of these SBDs, "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ For the purpose of these SBDs, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

⁴ For the purpose of these SBDs, "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁵ For the purpose of these SBDs, "party" refers to a participant in the procurement process or contract execution.

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, contractors and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

4. Eligible Bidders

- 4.1 This Invitation for Bids is open to all bidders from eligible countries as defined in the Procurement Guidelines. Any materials, equipment, and Services to be used in the performance of the Contract shall have their origin in eligible source countries.
- 4.2 All bidders shall provide in **Section III, Bidding Forms**, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.
- 4.3 Government-owned enterprises in the Employer's country may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Employer.
- 4.4 The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.
- 4.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Sub-Clause 3.1.

5. Qualification of the Bidder

- 5.1 All bidders shall provide in **Section III, Bidding Forms**, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. 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. The update or confirmation should be

provided in **Section III**.

- 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in **Section III**, unless otherwise **stated in the BDS**:
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
 - (b) total monetary value of Services performed for each of the last five years;
 - (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
 - (d) list of major items of equipment proposed to carry out the Contract;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Bidder, such as
 - (g) profit and loss statements and auditor's reports for the past five years;
 - (h) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (i) authority to the Employer to seek references from the Bidder's bankers;
 - (j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
 - (k) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.
- 5.4 **Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements**, unless otherwise stated in the **BDS**:
- (a) the Bid shall include all the information listed in ITB Sub Clause 5.3 above for each joint venture partner;
 - (b) the Bid shall be signed so as to be legally binding on all partners;
 - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
 - (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
- (a) annual volume of Services of at least the amount **specified in the BDS**;
 - (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) **as specified in the BDS**

- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
- (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification

- 5.6 **The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5 (a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.** Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the **BDS**.

- 6. One Bid per Bidder** 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified

- 7. Cost of Bidding** 7.1. The Bidder shall bear all costs associated with the preparation **Bidding** and submission of his Bid, and the Employer will in no case be responsible or liable for those costs

- 8. Site Visit** 8.1 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

B. Bidding Document

- 6. Contents of Bidding Documents** 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11.

- Section- I** : Instructions to Bidders
- Section- II** : Bidding Data Sheet
- Section- III** : **Bidding Forms**
- Section- IV** : Eligible Countries
- Section- V** : Activity Schedule
- Section- VI** : General Conditions of Contract (GCC)
- Section- VII** : Special Conditions of Contract (SCC)
- Section- VIII** : Performance Specifications and Drawings (if Applicable)
- Section- IX** : Contract Forms

- 9.2. The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**

- 10. Clarification of Bidding Documents** 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for

submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

- 11. Amendment of Bidding Document**
- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
 - 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
 - 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below

C. Preparation of Bids

- 12. Language of Bid**
- 12.1 The bid prepared by the Bidder, 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 in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

- 13. Documents Comprising the Bid**
- 13.1 The Bid submitted by the Bidder shall comprise the following:
 - (a) The Form of Bid (in the format indicated in **Section III**);
 - (b) Bid Security;
 - (c) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.
 - 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

- 14. Bid Prices**
- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
 - 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications [or **Activity Schedule (Section V)**], Section VIII and listed in the Activity Schedule, Section V. 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.
 - 14.3 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.
 - 14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
 - 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

- 15. Currencies of Bid and Payment**
- 15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:
- (a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise **specified in the BDS**; and
 - (b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any member country of the Bank.
- 15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 15.3 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 Sub-Clause 15.1
- 16. Bid Validity**
- 16.1 Bids shall remain valid for the period **specified in the BDS**
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.
- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration
- 17. Bid Security**
- 17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.
- 17.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in the currency of the Employer's Country or a freely convertible currency, and shall:
- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
 - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid submission;
 - (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;
- 17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

- 17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.
- 17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34;
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.
- 17.6 **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 at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV**

18. Alternative Proposals by Bidders

- 18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered
- 18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.
- 18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications [Activity Schedule (Section V)] and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**

19. Format and Signing of Bid

- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, 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 in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 19.2 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, pursuant to SubClauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid

D. Submission of Bids

20. Sealing and Marking of Bids

- 20.1 The Bidder shall seal the original and all copies of the Bid in **Marking of** two inner envelopes and one outer envelope, duly marking the **Bids** inner envelopes as "ORIGINAL" and "COPIES".
- 20.2 The inner and outer envelopes shall:
 - (a) be addressed to the Employer at the address **provided in the BDS**;

- (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as defined in the BDS
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 21. Deadline for Submission of Bids**
- 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.
- 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline
- 22. Late Bids**
- 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids**
- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission

E. Bid Opening and Evaluation

- 24. Bid Opening**
- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS**.
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.
- 25. Process to Be Confidential**
- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.

25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid

27. Examination of Bids and Determination of Responsiveness

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation

28. Correction of Errors

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; 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; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB SubClause 17.5(b)

29. Currency for Bid Evaluation

29.1 The Employer will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Daywork where priced competitively) to either:

- (a) the currency of the Employer's country at the selling rates established for similar transactions by the authority **specified in the BDS** on the date **stipulated in the BDS**; or

- (b) a currency widely used in international trade, such as the U.S. dollar, **stipulated in the BDS**, at the selling rate of exchange published in the international press as **stipulated in the BDS** on the date **stipulated in the BDS**, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 29.1 (a) above on the date **specified in the BDS** for the amount payable in the currency of the Employer's country.

30. Evaluation and Comparison of Bids

- 30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27;
- 30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
 - (a) making any correction for errors pursuant to ITB Clause 28;
 - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications [or Activity Schedule (Section V)] Section VIII;
 - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
 - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5
- 30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.
- 30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders

- 31.1 Domestic bidders shall **not** be eligible for any margin of preference in Bid evaluation

F. Award of Contract

32. Award Criteria

- 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.
- 32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a "slice and package" basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

33. Employer's Right to Accept any Bid and to Reject any or all Bids

- 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

34. Notification of Award and Signing of Agreement

- 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.
- 34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder

35. Performance Security

- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 35.3 If the Performance Security is to be provided by the successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.
- 35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security

36. Advance Payment and Security

- 36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**

37. Adjudicator

- 37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party

Section II. Bidding Data Sheet

Section II. Bidding Data Sheet (BDS)

Instructions to Bidders (ITB) Clause Reference

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

ITB Clause Reference	
	A. General
ITB 1.1	The Employer is: State Project Director, ARIAS society on behalf of the Commissioner & Secretary to the Govt. of Assam (GoA), Administrative Reforms & Training (AR&T) Department. The name and identification number of the Contract are- Name : Service Provider Agency (SPA) for toll-free RTPS Call-Centre Services Identification number: IFB No. ARIASS/ACCSDP/150/2019/46 Dated 11th February, 2020
ITB 1.2	The Intended Completion Date is 24 months from the date of signing of the Contract Agreement. Within the 24 months period, the contract for the 2nd year will be renewed based on the performance in the first year. Thereafter, the contract may be extended subject to need of the AR&T Department and/or of the Government of Assam (GoA) based on the availability funds with the GoA for the purpose and also mutual consent with the SPA.
ITB 2.1	The Borrower is: Government of Assam through the Government of India. The Project is : Assam Citizen Centric Service Delivery Project (ACCSDP) [Project ID: P150308]; The loan number: IBRD Loan No. 8754-IN
ITB 5.2	Prequalification has not been undertaken.
ITB 5.3	The Qualification Information and Bidding forms to be submitted are as follows: Prequalification has not been undertaken. Bidders shall include all information and documents with their bids in Section III as mentioned in sub-clause 5.3 of Section-I, Instruction to Bidders.
ITB 5.4	Add the following lines to clauses: 5.4 (b)- and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners (the number of partners should not exceed 3)
ITB 5.5	The minimum qualifying criteria for the bidders to qualify for award of the Contract, in Sub-Clause 5.5 are modified as follows:
ITB 5.5(a)	Annual Turnover: The bidders should have had an annual volume of services i.e average annual turnover of atleast Rs. 2.65 crore per year over the last three (3) financial years (viz. 2018-19, 2017-18, 2016-17) (Documentary Evidence: audited financial statements or a certificate from Chartered Accountant).
ITB 5.5(b)	i) Existence: The bidder must be registered as a company in India and should have been in operation for a period of at least last 7 years (viz. 2018-19, 2017-18, 2016-17, 2015-16, 2014-15, 2013-14 and 2012-13) (Documentary Evidence: certificate of incorporation with any of the State Government/ Government of India) ii) Experience: The bidder (including a JV or a bidder with sub-consultants) must have experience as prime Service Provider in the provision of at least one 'Call-Centre Service' contracts to any Public Sector Undertakings/ Government Departments of average value of not less than Rs.2.4 Crore each, over the last five (5) years (viz. 2018-19, 2017-18, 2016-17, 2015-16 and 2014-15) (the contracts could either be ongoing or complete); (Documentary Evidence: copies of the relevant contract agreement/ certificates from clients)

ITB Clause Reference	
ITB 5.5(c)	The essential equipment to be made available for the this assignment by the successful Bidder shall be as mentioned in the Activity Schedule ; (Documentary Evidence: The Bidder shall give a written undertaking inter alia stating that all the equipments necessary infrastructure and equipments, to provide the services mentioned in the Activity Schedule, including the infrastructure & equipment mentioned in the Activity Schedule, shall be made available and deployed in case contract is awarded)
ITB 5.5.(d)	The minimum qualification and experience for the Call Centre Executives (CCEs) and the Manager shall be as mention in the Activity Schedule
ITB 5.5(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be Rs. 85.0 lakh
ITB 5.6	<p>(a) Subcontractors' experience shall not be taken into account and Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria.</p> <p>(b) The figures for each of the partners of a Joint Venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5 (a), (b), (c), (d) and (e);</p> <p>(c) However, for a Joint Venture to qualify the Partner-in-Charge must meet at least 40 percent of the minimum criteria [cited at of ITB Sub-Clause 5.5 (a), (b), (c), (d) and (e)] and other partners at least 25% of the said criteria. Failure to comply with this requirement will result in rejection of the Joint Venture's Bid.</p>
B. Bidding Data	
ITB 9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be : Two copies
C. Preparation of Bids	
ITB 12.1	Language of the bid: English
ITB 13.1	<p>The additional materials required to be completed and submitted by the Bidders are:</p> <p>a) Name of the Directors of the Bidding Company, address, PAN and ward/circle where they are being assessed.</p> <p>b) Company's postal address, email, telephone & fax numbers, PAN and ward/circle where it is being assessed,</p> <p>c) Registration details of the company under GST (Goods & Services Tax), and other tax laws as may be applicable.</p> <p>Note: In case of JV, the above details of all the companies in the JV shall be provided</p>
ITB 14.4	The Contract is subject to price adjustment in accordance with Clause 6.6 of General Conditions of Contract
ITB 15.1	The currency of the Contract shall be in Indian Rupees and accordingly the bidder shall quote the bid prices in Indian Rupees only .
ITB 16.1	The period of Bid validity shall be 90 (ninety) days after the deadline for Bid submission specified in the BDS.
ITB 17.1	The Bidder shall provide only the Bid Security .

ITB Clause Reference	
ITB 17.2	The amount of Bid Security (ies) shall be Rs. 8.24 lakh (Rupees eight lakh twenty four thousand) and shall be in the form of either a Demand Draft or a Bank Guarantee from a nationalized/scheduled bank located in India. [Client's Bank details: Name of the bank – Canara Bank ; Name of the branch - Dispur ; Account no. 1861201002404 ; IFSC – CNRB0001861]
ITB 18.1	Alternative bids shall not be permitted.
ITB 18.2	Alternative times for completion are not permitted.
ITB 18.4	Alternative technical solutions are Not Permitted .
D. Submission of Bids	
ITB 20.2	<p>The Employer's address for the purpose of Bid submission is :</p> <p>Address: The State Project Director, Assam Citizen-Centric Service Delivery Project (ACCSDP), Assam Rural Infrastructure and Agricultural Services (ARIAS) Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India) website: www.arias.in Country: India; Telephone: +91 361-2332125, Email address: spd@arias.in,</p> <p>For identification of the bid the envelopes should indicate:</p> <p>Contract: Service Provider Agency (SPA) for toll-free RTPS Call-Centre Services IFB No. ARIASS/ACCSDP/150/2019/46 Dated 11th February, 2020</p>
ITB 21.1	The deadline for submission of bids shall be : Date:18th March 2020; Time: upto 14.00 hrs (IST)
E. Bid Opening and Evaluation	
ITB 24.1	<p>Bids will be opened at 14.15 hrs (IST) on 18th March, 2020 at the following address:</p> <p>Address: State Project Director, Assam Citizen-Centric Service Delivery Project (ACCSDP), Assam Rural Infrastructure and Agricultural Services (ARIAS) Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India) website: www.arias.in; Country: India ; Telephone: +91 361-2332125, Email address: spd@arias.in</p>
ITB 29.1	Not applicable as National Competitive Bidding (NCB) Procedure is followed
F. Award of Contract	
ITB 35.1	The Performance Security @ 10% of the total contract value shall be the in the Standard Form of Bank Guarantee or Demand Draft. In case of JV, the Performance Security of a JV must be in the name of the JV that submits the bid.
ITB 36.1	The Advance Payment shall be maximum 10% (ten percent) against the submission of a Bank Guarantee (BG) by the Service Provider Agency for the same amount, and the BG shall be valid for the period stated in the SCC (Special Conditions of Contract)
ITB 37.1	The Adjudicator proposed by the Employer is Sri M.C. Boro , Retired Commissioner & Secretary, Public Works Roads Department , Government of Assam , at an hourly fee of Rs. 2500/- (Indian Rupees Two thousand five hundred only)

Section III. Bidding Forms

Section III. Bidding Forms

Table of Forms

1. Service Provider's Bid
2. Qualification Information
3. Bidder Information Form
4. Bidder's JV Members Information Form
5. Joint Venture Agreement form
6. Letter of Acceptance
7. Form of Contract
8. Bid Security (Bank Guarantee)

1. Service Provider's Bid

(In the letter head of the bidder)

No. date

To:

State Project Director, Assam Citizen-Centric Service Delivery Project (ACCSDP)
Assam Rural Infrastructure and Agricultural Services (ARIAS) Society,
Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India)

Sub: National Competitive Bidding (NCB) for engagement of a Non-Consulting Service Provider Agency (SPA) for toll-free RTPS Call-Centre Services

Ref. IFB No: ARIASS/ACCSDP/150/2019/46 Dated: 11th February, 2020

Sir,

Having examined the bidding documents including addenda No, we offer to execute the [name and identification number of Contract] in accordance with the Conditions of Contract, and the activity schedule accompanying this Bid for the Contract Price of [amount in numbers Rs.], [amount in words Rupees]. The break up of the quoted price is furnished below:

#	Particulars	Bidder's Rate (Rs.)	Total Amount for 24 months (Rs)	Total Amount for 24 months (in words Rupees)
1	Rate Per Seat (excluding GST) #A			
2	Goods and Service Tax (GST)			
3	Total Cost (including GST)			

We accept the appointment of [name proposed in the Bidding Data Sheet] as the Adjudicator. [or]

We do not accept the appointment of [name proposed in the Bidding Data Sheet] as the Adjudicator, and propose instead that [name] be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name of Recipient*	Address of Recipient	Purpose	Currency Commission or gratuity	Amount*

(*if none, state "none")

Authorized Signature: _

Name and Title of Signatory: ____

Name of Bidder: _____

Address: _____

#A: Note:

1. Please refer to the Activity Schedule provided in the Bidding Document
2. The rate shall be inclusive and cover all the costs for setting up and management of the Call Centre as cited in the Activity Schedule, including Remuneration of all the human resources, hardware, software, other infrastructure costs, office overheads, establishment expenses, supervision, management costs etc. [e.g. **but not limited to** - remunerations of CCEs, Manager, other staff such as Accounts Manager, Security cum office boy along with their PF, ESI, other staff amenities, Vehicle hiring (for transporting CCEs), Computers, Printer, UPS, Router, Switch, Server, necessary Software (CRM, MIS etc), Receiver (Telephone), Cloud Telephony (equipment, rentals etc.), EPABX, Voice Logger Device including software, Micro-phone, Internet Connection from ISP, Primary Rate Interface connection (PRI)-with PRI Modem (Call Service), Infrastructure (Computer Furniture setup, lighting, AC, Toilets etc), Tea/Coffee Machine, LAN Cable including LAN Setup and Miscellaneous LAN items, Electric power points, Building rentals, Office stationeries/consumables, Company Overhead/Profit/Taxes, Insurance, etc.]
3. The staff remuneration rates shall not be less than the minimum wage rate fixed by the Government of Assam for skilled workers. The SPA shall also have to adhere to all the Government norms relating to Call Centres.
4. The Bidder shall provide break-up of the cost as per the format provided at Annex-1

1(a). Annex-1 to the Service Provider's Bid
Breakup of the Quoted Cost

To:

State Project Director, Assam Citizen-Centric Service Delivery Project (ACCSDP)
Assam Rural Infrastructure and Agricultural Services (ARIAS) Society,
Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India)

Sub: National Competitive Bidding (NCB) for engagement of a Non-Consulting Service Provider Agency (SPA) for toll-free RTPS Call-Centre Services - **Breakup of the Quoted Cost**

Ref. IFB No: ARIASS/ACCSDP/150/2019/46 Dated: 11th February, 2020

#	Particulars	Bidder's quoted Cost for 24 months (Rs.)
1	Remuneration	
2	Infrastructure (excluding the Remuneration part of human resources) (Ref. Point No.2 of the note at Service Provider's Bid form)	
3	Goods and Service Tax (GST)	
4	Total Cost (including GST)	

Note: The Total Cost for shall be the same as quoted in the 'Service Provider's Bid'

Authorized Signature: __

Name and Title of Signatory: ____

Name of Bidder: _____

Address: _____

2. Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[mention and also attach copy of the certificate of incorporation with any of the State Government/ Government of India]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Address for postal communication:

Email Address and contact Telephone numbers including Cell Phone numbers:

Power of attorney of signatory of Bid: *[attach]*

[Note-1: Ref. ITB clause 5.3(a): all bidders shall include the following information and documents with their bids in Section III, - copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;

[Note2: Ref. ITB 5.5(b)(i) at BDS : Existence: The bidder must be registered as a company in India and should have been in operation for a period of at least last seven (7) years (viz. 2018-19, 2017-18, 2016-17, 2015-16, 2014-15, 2013-14 and 2012-13) (Documentary Evidence: certificate of incorporation with any of the State Government/ Government of India)]

1.2 The annual volume of Services i.e. Average Annual Turnover (in Indian Rupees) in each of the last three years (2017-18; 2016-17 & 2015-16) (attach audited financial statements or a certificate from Chartered Accountant)

[Ref. ITB 5.5(a) at BDS: Annual Turnover: The bidders should have had an annual volume of services i.e average annual turnover of atleast Rs. 2.65 crore per year over the last three (3) financial years (viz. 2018-19, 2017-18, 2016-17) (Documentary Evidence: audited financial statements or a certificate from Chartered Accountant)]

1.3 [Ref. ITB 5.3(b)]: Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five (5) years. The values should be indicated in Indian Rupees. Include the services under way or committed, including those completed.

[Ref. ITB 5.5(b)(ii) at BDS: Experience: The bidder (including a JV or a bidder with sub-consultants) must have experience as prime Service Provider in the provision of at least two 'Call-Centre Service' contracts to any Public Sector Undertakings/ Government Departments of average value of not less than Rs.2.4 Crore each, over the last five (5) years (viz. 2018-19, 2017-18, 2016-17, 2015-16 and 2014-15) (the contracts could either be ongoing or complete); (Documentary Evidence: copies of the relevant contract agreement/ certificates from the clients)]

	Name of Project/Public Sector Agency/ Government Department	Name of employer and contact person	Type of Call Center Services provided and year of contract/ completion	Value of contract	Attach copy of certificate from employer/ contract
(a)					
(b)					

1.4 Major items of Service Provider's existing equipment proposed for carrying out the Services. [Refer ITB 5.5(c) at BDS: The essential equipment to be made available for the this assignment by the successful Bidder shall be as mention in the Activity Schedule; (Documentary Evidence: The Bidder shall give a written undertaking inter alia stating that all the equipments necessary infrastructure and equipments, to provide the services mentioned in the Activity Schedule, including the infrastructure & equipment mentioned in the Activity Schedule, shall be made available and deployed in case contract is awarded)]

	Equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)				
(b)				

1.5 Qualifications and experience of the key existing staff of the bidder to be engaged in administration and execution of the Contract. [Ref. ITB 5.5.(d) : The minimum qualification and experience for the Call Centre Executives (CCEs) and the Manager shall be as mention in the Activity Schedule]

	Position	Qualification	Name	Years of experience (general)
(a)				
(b)				

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

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

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

1.8 **Evidence of access to financial resources to meet the qualification requirements:** cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 5.3 (a).

[Also Ref. ITB 5.5(e) The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be Rupees 85.0 lakh]

1.9 **Name, address, and telephone, telex, facsimile numbers and emails of the banks that may provide references if contacted by the Employer**

1.10 **Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved**

	Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)				
(b)				

1.11 **Statement of compliance with the requirements of ITB Sub-Clause 4.2**

[Ref ITB 4.2: All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Borrower to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid]

1.12 **Proposed Program (service work method and schedule).** Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents including the Activity Schedule

2. Joint Ventures *(Please also refer to ITB Clause 5.4)*

- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all the partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

Note: Pursuant to ITB 5.6 (b): The figures for each of the partners of a Joint Venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 5.5 (a), (b), (c), (d) and (e); **and Pursuant to ITB 5.6 (c):** However, for a Joint Venture to qualify the Partner in Charge or Lead Partner must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25 percent of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid.

3. Additional Requirements

3.1 Bidders should provide any additional information required in the BDS and to fulfil the requirements of ITB Sub-Clause 5.1, if applicable.

Note: Bids will be evaluated taking into account discounts offered, if any. The contract(s) will be awarded to the Bidder offering the lowest evaluated cost to the Employer subject to the selected Bidder(s) meeting the qualification criteria cited in the bidding document.

5. Bidder Information Form

(In the letter head of the bidder)

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

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

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

Page _____ of _____ pages

<p>1. Bidder's Name <i>[insert Bidder's legal name]</i></p>	
<p>2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i></p>	
<p>3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i></p>	
<p>4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i></p>	
<p>5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i></p>	
<p>6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i></p> <p>Address: <i>[insert Authorized Representative's Address]</i></p> <p>Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i></p> <p>Email Address: <i>[insert Authorized Representative's email address]</i></p>	
<p>7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB clause 4.3.</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB clause 5.4(c)</p> <p><input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB clause 4.3 documents establishing:</p> <ul style="list-style-type: none"> • Legal and financial autonomy • Operation under commercial law • Establishing that the Bidder is not dependent agency of the Purchaser 	
<p>8. Attach organizational chart, list of Board of Directors, and the beneficial ownership.</p>	

6. Bidder's JV Members Information Form

[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]*

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
<p>6. Bidder's JV Member's authorized representative information</p> <p>Name: <i>[insert name of JV's Member authorized representative]</i></p> <p>Address: <i>[insert address of JV's Member authorized representative]</i></p> <p>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i></p> <p>Email Address: <i>[insert email address of JV's Member authorized representative]</i></p>
<p>7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i></p> <p><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 4.3.</p> <p><input type="checkbox"/> In case of a Government-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and absence of dependent status, in accordance with ITB 4.5.</p>
8. Include the organizational chart, list of Board of Directors, and the beneficial ownership.

7. JOINT VENTURE AGREEMENT

PERFORMA FOR JOINT VENTURE AGREEMENT/CONSORTIUM BETWEEN M/s. and M/s..... and M/s.....

For Invitation for Bid No.....of

The Joint Venture Agreement executed on this day of between M/s....., a company under the Laws of Company Act, 1956 and having its registered office at, and Corporate Office at (herein after called the LEAD PARTNER, which expression shall include its successors, Executors and permitted Assigns)

AND M/s..... a company having its registered office at(herein after called as PARTNER, which expression shall include its successors, Executors and permitted Assigns)

AND M/s..... a company having its registered office at(herein after called as PARTNER, which expression shall include its successors, Executors and permitted Assigns) for the purpose of making a Bid and entering into a contract (in case of award) for “” IFB No.....of (herein after called as the EMPLOYER).

WHEREAS, the EMPLOYER invited Bids as per above mentioned tender Document for the “”

WHEREAS in accordance with Instruction to Bidders – clause 4 “Eligible Bidders” of the Tender Specification. A Bidder may be a private entity or a government-owned entity – subject to ITB 4.5 – or any combination of such entities with the intent to enter into an agreement supported by a letter of intent or under an agreement in the form of a Joint Venture or consortium.

NOW THIS INDENTURE WITNESSETH AS UNDER

In consideration of the above premises and agreements all the partners to this Joint Venture do hereby now agree as follows:

1. In consideration of the award of the Contract by the Employer to the Joint Venture / Consortium partners, we, the Partners to the Joint Venture Agreement do hereby agree that M/s. shall act as LEAD PARTNER and further declare and confirm that we shall jointly be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the works in terms of quality requirements and timeliness in performance in accordance with the Contract. Irrespective of Joint responsibility, it is expressly understood that LEAD PARTNER will be present at the site of the works, through its authorized representative at all times and play lead role in mobilizing resources and execution of the contract. The LEAD PARTNER will incur liabilities and receive instructions for and on behalf of any or all partners of the Joint Venture and entire execution of the contract shall be done by the LEAD PARTNER and payment under the contract shall be received by the LEAD PARTNER. The precise responsibility of the members of the Joint Venture in respect of planning, quality, execution of the works are as under :

LEAD PARTNER:

PARTNER – A:

PARTNER – B:

If in the determination of the Employer that the LEAD PARTNER is unable to fulfil its responsibility as above, the Employer shall be at liberty to terminate the contract which shall be binding on all partners of the Joint Venture.

2. In case of any breach of the said Contract by the LEAD PARTNER or other Partners of the Joint Venture Agreement, the Partner(s) do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in meeting the performance guaranteed as per the works Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demands without any demur. It shall not be necessary or obligatory for the Employer to proceed against LEAD PARTNER to these presents before proceeding against or dealing with other Partner(s).

4. The financial liability of the Partners of this Joint Venture agreement to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said Joint Venture Agreement, read in conjunction with the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture agreement.
5. It is expressly understood and agreed between the Partners to this Joint Venture agreement that the responsibilities and obligations of each of the Partners has been delineated in clause no. 1 herein above to this agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint responsibilities of the Partners under this Contract.
6. This Joint Venture Agreement shall be construed and interpreted in accordance with the laws of India, courts of, shall have the exclusive jurisdiction in all matters arising there under.
7. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the contract, and shall continue to be enforceable till the Employer discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Partners to the Joint Venture Agreement have through their Authorized Representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

[Name, Signature of all Joint Venture Partners]

[Name and Signature of Witnesses]

10. Bid Security (Bank Guarantee)

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

Beneficiary: _____

Date: _____

BID GUARANTEE No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of -

- (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or
- (ii) twenty-eight (28) days after the expiration of the Bidder's Bid.

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

[signature(s)]

Note: The Bank must include the Complete postal Address of the Branch including the contact email address of the respective managers and signatories of the BG, telephone & fax numbers of the Bank

Section IV. Eligible Countries

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

1. In accordance with Para 1.8 of the Guidelines: Procurement under IBRD Loans and IDA Credits, dated **July 2014**, the Bank permits firms and individuals from all countries to offer goods, works and services for Bank-financed projects. As an exception, firms of a Country or goods manufactured in a Country may be excluded if:

Para 1.8 (a) (i): as a matter of law or official regulation, the Borrower's Country prohibits commercial relations with that Country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of the Goods or Works required, or

Para 1.8 (a) (ii): 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 from that Country or any payments to persons or entities in that Country.

2. For the information of borrowers and bidders, at the present time firms, goods and services from the following countries are excluded from this bidding:

(a) With reference to paragraph 1.8 (a) (i) of the Guidelines: **None**

(b) With reference to paragraph 1.8 (a) (ii) of the Guidelines: **None**

Section V. Bank Policy – Corrupt and Fraudulent Practices

Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated July 2014.

“Fraud and Corruption:

1.16 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts.⁶ In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;⁷
 - (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;⁸
 - (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;⁹
 - (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;¹⁰
 - (v) “obstructive practice” is:
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.16(e) below.
- (b) will reject a proposal for award if it determines that the bidder recommended for award, or 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;

⁶ In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

⁷ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

⁸ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁹ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

¹⁰ For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

- (c) will declare misprocurement and cancel the portion of the loan allocated to a contract if it 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 or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- (d) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures,¹¹ including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated¹²;
- (e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect 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 Bank."

¹¹ A firm or individual may be declared ineligible to be awarded a Bank financed contract upon: (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of these Guidelines.

¹² A nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either 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.

PART 2

Section VI: Activity Schedule

Section VI - Activity Schedule

PROCUREMENT OF NON-CONSULTING SERVICES

Activity Schedule for engagement of a Non-Consulting Service Provider Agency (SPA) for toll-free RTPS Call-Centre Services.

A) Background

1. The Government of Assam has enacted the Assam Right to Public Services Act, 2012 (ARTPS) to ensure citizens access to public services in timely, efficient and accountable manner. The Act enables the citizens of Assam to get notified public services within a stipulated timeframe and fixes responsibilities on public servants to provide these services in a time-bound manner. To strengthen and deepen these initiatives, GoA has received a loan of \$39.20 million from the World Bank towards the 'Assam Citizen-Centric Service Delivery Project' (ACCSDP) [Project ID: P150308, IBRD Loan No. 8754-IN]. The ACCSDP aims to improve citizen access to targeted services under the ARTPS Act. Citizens of Assam, especially the rural communities who are heavily dependent on government services, are the principal beneficiary group of the project. The project places citizens at the centre of the service delivery process by strengthening feedback mechanisms and grievance redress.
2. **The Project Development Objective** is to improve access in the delivery of public services notified under the ARTPS Act in Assam. The project design is pivoted around four interrelated components: (i) strengthening RTPS implementation; (ii) improving service delivery processes; (iii) setting up Call centre to receive requests for RTPS services and electronically deliver select services to the citizens; and (iv) promoting citizen engagement. The Project is being implemented by the Assam Rural Infrastructure and Agricultural Services (ARIAS) Society, an autonomous body of the GoA.
3. **The ACCSDP intends to establishment a Call-Centre to provide assistance to the citizens in accessing the RTPS services and also register, collate and forward any reported grievances to the concerned departments/agencies of the GoA.**

B) Objective of the Assignment

4. The ACCSDP intends to engage a Service Provider Agency (SPA) for setting up and managing a toll-free Call Center, to cater to various needs of citizens in availing (G2C) services of various departments under ARTPS Act in a time bound manner.
5. The primary objective of engaging a Call-Centre agency is to provide assist the citizens regarding information relating on ARTPS Services, registering grievance, status of applications, etc. Also to make outbound calls to gather feedback from citizens on the quality of services. The key aspects of the Call-Center would include the following:
 - a. A Toll free number
 - b. Information about ARTPS services.
 - c. Communication in local languages
 - d. Receipt citizen's grievance and forwarding the same to the concerned Departments of GoA
 - e. Provide status-information to the citizens about the RTPS Service applied.
 - f. Gathering feedback on the quality of RTPS Services provided to the citizens.

C) Scope of Work and Services

6. **Toll free number:** The Call-Center agency shall be provided a Toll-Free number and the rentals for the toll-free number shall be paid by the client.
7. The call centre should have **initially** six (6) seats to accommodate twelve (12) Call Centre Executives (CCE) in two shifts with all the necessary infrastructure. The SPA shall increase the number of CCE/number of seats, **with prior approval of the client** based on the break-up of the contract price, if the call-queue length exceeds 15 seconds.

8. The Call-Centre should have Automatic Call Distributor (ACD) facility pre-integrated with the IVR (Interactive Voice Response) with the following features –
 - a. Provide the capability of combining data with the IVR menu system that can intelligently route calls requesting further assistance to a smart ACD;
 - b. Call back facility/outbound calling to end-users and stakeholders for feedback;
 - c. Call barging facility;
 - d. Provide highly configurable system for adding/removing users, assigning users to different queues and defining skill sets;
 - e. Support skill-based routing;
 - f. Allow calls to be transferred within the call center
 - g. Support IVR messages to callers waiting in queues or on hold
 - h. System should announce the queue waiting time for the caller before getting attended
 - i. Call recording software.

9. **Grievance Management** – The call centre shall provide grievance management services including grievance response, process guidance, tracking, status of grievance of stakeholders.

10. **Multi-language Support** - The call centre shall provide services in Assamese, Bengali, Bodo, Karbi, Dimasa, Hindi & English. *The client may seek services in a new language during the period of contract based on the breakup of the cost provided in the contract agreement.*

11. **Call-Center MIS** – The call-center should have an **MIS facility** accessible to the client online *inter alia* for the following but not limited to: report on types of calls handled, call pending, average duration of calls, min. & max duration of calls, number of instances the operator found busy, calls abandoned due to breakdown, department wise reports, district wise & service wise reports; and also for monitoring the-

- Calls per week, month or other period
- Numeric and graphical representation of call volume department wise, call type wise
- Calls for each interaction tracked by type
- Number of dropped calls after answering, including: Calls that ended while on hold, indicating that the caller hung up;
- Voice recording of all incoming and outgoing calls
- Achievement of SLAs defined in the Activity Schedule

Note: *The SPA shall not temper with the database of the MIS or any MIS generated reports. In the event of any fraudulent activities by the SPA or by their staff, the contract may be terminated and the performance security will be forfeited.*

12. **Timing:** The call center should operate in two shifts viz. Morning shift (8 AM- 2 PM) - 6 CCEs and Evening shift (2 PM- 8 PM) - 6 CCEs. The requirements of **seats** per shift can be re-allocated by the SPA as per call volume-intensity with intimation to the client. Also the shift timings can also be altered with prior approval of the client depending upon the call arrival patterns. The Call Centre shall operate on all days including holidays from 8 AM to 8 PM.

13. **Trainings to the CCEs:** The SPA shall arrange for detailed training of the CCEs at the commencement of service and also refresher training atleast once in every 3 months periodically. However, the SPA shall train the CCEs as and new RTPS service is made available by the GoA through the RTPS portal. The contents/module for the training will be provided by the client.

D) Implementation Schedule & facilities to be provided by SPA at Call Centre

14. The SPA shall commence the Call Centre operations within **30** days from the date of signing of contract.
15. The following facilities, but not limited to, are to be provided by the SPA in the Call-Centre and the related cost shall be included in the bid price quoted by the agency:

#	Facility	Requirements
a	Location/Space	Call Center services are to be provided from Guwahati, Assam
b	Setup	Work Stations including computers, internet connectivity, head sets, interiors, acoustics A/C, furniture, electrical pre-requisites, CCTV (accessible online to the client), etc.
c	Power back-up	UPS with Automated Generator Back-up for uninterrupted power supply.
d	Operation & Maintenance	The entire O&M cost of the call centre (rentals, cost of PRI lines, internet connectivity, office maintenance, salary of staff, etc.)

E) Duration of Contract

16. The duration of the contract is initially intended for the period of 24 (twenty-four) months or coterminous with the project period of ACCSDP, with periodic performance review. Continuation of the assignment during the above period is subject to the satisfactory performance. However, continuation of the assignment beyond 24 months shall be decided based on availability of funds.

F) Desired Key Personnel

17. The SPA shall deploy adequately skilled and trained resources/CCEs having qualification and experience as mentioned below:

#	Position	Minimum Qualification	Experience and other requirements
1.	Call Centre Executive	Graduate in any subject	<ol style="list-style-type: none"> 1. One year prior experience in call centre. 2. Good command over Assamese, Hindi & English; Candidates having proficiency also in Bengali, Bodo, Karbi & Dimasa shall be given preference 3. Strong knowledge of Computer skills with proficiency in Microsoft office (Word, Excel, PowerPoint etc) 4. Minimum 30% of the CCEs should be females. 5. Age : below 35 years
2.	Manager/ Team Leader (1)	Graduate in any subject	<ol style="list-style-type: none"> 1. Minimum of 5 years in call centre operations in a Managerial Role 2. Good experience in managing Teams, resources, coordination with the clients/ stakeholders of the project 3. Able to fluently speak, read and write in Assamese, Hindi and English 4. Effective problem-solving and decision-makings skills. 5. Strong knowledge of Computer skills with proficiency in Microsoft office (Word, Excel, PowerPoint etc) 6. Preparation of various MIS reports. 7. Well experienced in training & development of CCEs.

G) Reporting Requirements

18. The SPA shall submit **monthly reports** to the client and/or any other agency as authorized by the client. The monthly report, along with the invoice for payment, shall cover different aspects of the deliverables and achievements against SLAs under the contract. The client shall provide the format of monthly report after signing of contract with the SPA.
19. In case SPA fails to submit of monthly report on time, the monthly payment shall be put on hold or delayed till the reports are submitted.

H) Payment Terms and Service Level Agreement (SLA) parameters

20. Payment to the SPA shall be made by the client as per the following terms linked to the SLAs
- (a) Payment shall be done on monthly basis for the active seats based on the invoice generated and monthly progress reports submitted by the SPA.
 - (b) Payment shall be made for only those seats which are active, operational, informed and approved. In case of additional seats required, the same has to be provided by the Service Provider and approved by the client. Any increase of seats shall be approved in writing. In case, a seat is operational for less number of days in the respective month, pro-rate payment based

on operational days shall be paid. *A suitable mechanism of reporting no. of seats with shift operational will be developed with mutual consent.*

- (c) Bills for providing call centre services shall be submitted by the Agency/Agencies by the 5th day of subsequent month;
- (d) 75% of the bill amount (for the previous month) will be paid to the SPA by the 15th day of the month. **The remaining 25% will be paid by end of the month, subject to implementation of SLA's;**
- (e) Payments shall be subject to deductions of any amount for which the Agency is liable under the agreement against this contract; Penalties shall be levied as applicable based on the SLA clauses
- (f) All taxes (GST/ TDC etc.) shall be handled as per applicable laws
- (g) Should there be a requirement for extension of services of the SPA; payments shall be made as per the terms and conditions of the initial contract.

21. Service Level Agreement (SLA) Parameters: Payment to the SPA shall be linked to the following SLA:

- (a) **SLA-1: Project Start:** The following activities shall be completed and the call centre shall Go-live with T + 30 calendar days, wherein "T" refers to the date of issuance of signing of contract:
 - Recruitment and training of Manpower.
 - Setting up of Workstation and Office Infrastructure with PRI, EPABX and Internet Lines, etc.
 - Rollout of the CRM (citizen relationship management) software (for Testing & Mock Calls)
 - Go-live & start of call centre operations

Penalty: A penalty of Rs. 10,000 per day will be applied for each day of delay. The ACCSDP, PMU reserves the right to confiscate the full Bank Guarantee amount and terminate the contract when the delay is in excess of 30 calendar days.

(b) **SLA-2: Call performance assessment parameters**

	SLA	Baseline	Lower Performance	Penalty for lower Performance	Breach of contract
1.	Inbound Calls – Call Answering time	15 seconds	>20 Seconds	(Avg. Call Answering Time – Baseline)/ Baseline * 5% * Contract Price	>30 Seconds
2.	Inbound Calls – Dropped Calls	5 calls per day	>5 calls per day	(Avg. No. of Dropped Calls – Baseline)/ Baseline * 5% * Contract Price	>10 Calls per day
3.	Outbound Calling	200 Calls per day from the Call Centre	< 200 calls per day	(Baseline – Avg. number of outbound calls per day)/ 5% * Contract Price	< 50 Calls per day
4.	Internet Connectivity	Average 4mbps in each seats per day	<4mbps in each seats per day	(Baseline – Avg. Internet Connectivity speed per seat per day)/ 5% * Contract Price	<2mbps in each seats
5.	No. of Seats with computer and other infrastructure live with CCEs and operating	6 seats per day	<6 seats per day	(Baseline – Availability of seat per day)/ 5% * Contract Price	<4 seats per day

Note: The data and information on the achievement of SLAs would be based on the MIS installed by the SPA. However, the client reserves the right to install separate softwares in the computer systems of the SPA in the Call Centre to verify achievement of above mentioned SLAs.

I) Confidentiality

22. The data and information collected, shall be the property of the client and the Administrative Reforms & Training (AR&T) Department, GoA. Backups of the data shall be maintained regularly and documented, which shall be handed over after completion of contract period. The SPA and their resources shall not at any time, communicate to any person or entity any confidential information acquired in the course of providing the services and thereafter except when specifically so directed by the client.

J) Access to data online

23. Call Logs, recordings etc, should be accessible online to the client , so that client can integrate with other applications like grievance redressal, MIS etc.

K) Review, Monitoring and Acceptance

24. The PMU will constitute a review committee *inter alia* comprising members from the PMU, AR&T Department to monitor and review the progress of the assignment. While day-to-day/monthly monitoring will happen continuously, via the online MIS & Dashboard, a formal review will be conducted on a quarterly basis to track the performance of the SPA and resolve any issues. However, depending on the need the client may hold monthly review meeting as well

PART 3 - Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

1. Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
 - (b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
 - (c) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.; **or**
"Association" means the International Development Association, Washington, D.C., U.S.A.;
 - (d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer
 - (e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
 - (f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
 - (g) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
 - (h) "Employer" means the party who employs the Service Provider
 - (i) "Foreign Currency" means any currency other than the currency of the country of the Employer;
 - (j) "GCC" means these General Conditions of Contract;
 - (k) "Government" means the Government of the Employer's country;
 - (l) "Local Currency" means the currency of the country of the Employer;
 - (m) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract
 - (n) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
 - (o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
 - (p) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
 - (q) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer
 - (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
 - (s) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
 - (t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
 - (u) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Employer's country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.
- 1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.
- 1.7 Inspection and Audit by the Bank** The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.
- 1.8 Taxes and Duties** The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case,
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice"¹³ 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"¹⁴ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice"¹⁵ 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"¹⁶ 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
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines .

¹³ For the purpose of this Contract, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

¹⁴ For the purpose of this Contract, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

¹⁵ For the purpose of this Contract, "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

¹⁶ For the purpose of this Contract, "party" refers to a participant in the procurement process or contract execution.

2.6.2 By the Service Provider

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

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

2.6.3 Suspension of Loan or Credit

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

- (d) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice.
- (e) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice

2.6.4 Payment upon Termination

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

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

3. Obligations of the Service Provider

3.1 General

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

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**

3.3 Confidentiality	The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer.
3.4 Insurance to be Taken Out by the Service Provider	The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors’, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC ; and (b) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Service Provider’s Actions Requiring Employer’s Prior Approval	The Service Provider shall obtain the Employer’s prior approval in writing before taking any of the following actions: (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”), (c) changing the Program of activities; and (d) any other action that may be specified in the SCC .
3.6 Reporting Obligations	The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
3.7 Documents Prepared by the Service Provider to Be the Property of the Employer	All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SCC
3.8 Liquidated Damages	
3.8.1 Payment of Liquidated Damages	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC . The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities
3.8.2 Correction for Overpayment	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub Clause 6.5.
3.8.3 Lack of performance penalty	If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the SCC .
3.9 Performance Security	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 bank 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 bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in SubClause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3

6.2 Contract Price

- (a) The price payable in local currency is **set forth in the SCC**.
- (b) The price payable in foreign currency is set **forth in the SCC**.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

6.6 Price Adjustment

6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

$$P_c = A_c + B_c \frac{Lmc}{Loc} + C_c \frac{Imc}{Ioc} \text{ Where:}$$

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

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

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

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

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 Z_o/Z_n will be applied to the respective component factor of p_n for the formula of the relevant currency. Z_o 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 Z_n is the corresponding number of such currency units on the date of the current index

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

6.7 Dayworks

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

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

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

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

8.2 Dispute Settlement

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

- 8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- 8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid 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.
- 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**.
- 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

Section VIII.
Special Conditions of Contract

Section VIII. Special Conditions of Contract

Number of GCC	Amendments of, and Supplements to, Clauses in the General Conditions of Contract (GCC)
1.1	The words “in the Government’s country” are amended to read “ in India. ”
1.1(a)	The Adjudicator is Sri M.C. Boro , Retired Commissioner & Secretary, Public Works Roads Department , Government of Assam, at an hourly fee of INR 2500/- (Indian Rupees Two thousand five hundred only)
1.1(e)	The contract name is “ Non-Consulting Service Provider Agency (SPA) for toll-free RTPS Call-Centre Services. ”
1.1(h)	The Employer is the State Project Director, ARIAS Society, on behalf of the Commissioner & Secretary to the Government of Assam, Administrative Reforms & Training Department, Dispur, Guwahati-781006
1.1(m)	The Member in Charge is _____ (to be filled up at the time of signing of contract)
1.1(p)	The Service Provider is _____ (to be filled up at the time of signing of contract)
1.2	The Applicable Law is: Indian Laws
1.3	The language is English
1.4	<p>The addresses are:</p> <p>Employer: State Project Director, Assam Citizen-Centric Service Delivery Project (ACCSDP), Assam Rural Infrastructure and Agricultural Services (ARIAS) Society, Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India); website: www.arias.in; Telephone: +91 361-2332125, Email address: spd@arias.in,</p> <p>The address of Service Provider:</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Email: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: (1) State Project Director, ARIAS Society; and (2) any other Authority(ies) as may be added by the client during performance of the contract for administrative convenience.</p> <p>For the Service Provider: _____</p>
2.1	The date on which this Contract shall come into effect is date of signing of contract.
2.3	<p>The Intended Completion Date of the contract is twenty four (24) months or two (2) years from the date of signing the contract.</p> <p>IMPORTANT: The SPA shall have to complete setting up of the Call Centre and making it fully functional within one (1) month from the signing of the contract agreement. If the SPA fails to establish the Call Centre within one (1) month from the date of signing of agreement, the client may impose Liquidated Damage (LD) for the delay at the rate furnished in SCC Clause 3.8.1 and upon the LD reaching 10% of the Contract Price, the employer may initiate action for termination of the contract agreement for poor performance of the SPA.</p>
3.2.3	Activities prohibited after termination of this Contract are: As mentioned in the Activity Schedule
3.4	<p>The risks and coverage by insurance shall be:</p> <p>(i) employer’s liability & workers’ compensation insurance in respect of the Personnel of the SPA , in accordance with the Applicable Laws of India; and</p> <p>(ii) professional liability insurance, with a minimum coverage equivalent to the Contract amount in accordance with the Applicable Laws of India</p>

3.5(d)	The other actions: As mentioned in the Activity Schedule .
3.8.1	<p>The Liquidated Damage (LD) for failing to setup the Call-Centre and making it fully functional by the SPA within maximum one (1) Month from the date of signing the contract agreement shall be @ 0.5 percent (0.5%) of the contract price per day.</p> <p>The maximum amount of LD for the whole contract is 10% of the total contract price. Upon the total amount of LD reaching 10% of the Contract Price, the employer may initiate action for termination of the contract agreement for non-performance by the SPA.</p>
3.8.3	Lack of Performance shall be measured by the criteria given for the Service Level Agreement (SLA) provided in the Activity Schedule and payment to the SPA shall be linked to the Achievement of the SLA by the SPA.
3.9	<p>The performance security shall be 10% of the contract value to be furnished in the form of an unconditional Bank Guarantee in the form provided in the bidding document or another form acceptable to the Purchaser. In case of JV, the Performance Security of a JV must be in the name of the JV that submits the bid</p> <p><i>The proceeds of the Performance Security shall be payable to the Client as compensation for any loss resulting from the SPA's failure to complete its obligations under the Contract.</i></p>
5.1	The assistance and exemptions provided to the Service Provider are: NIL
6.2(a)	The amount in local currency is INR (Indian Rupees)
6.2(b)	The amount in foreign currency or currencies is: NIL
6.4	<p>Terms & Conditions of Payment:</p> <p>6.4.1 Payment shall be made only in Indian Rupees through electronic banking mode.</p> <p>6.4.2 Advance Payment for Mobilization etc. shall be made as per the following norms:</p> <p>(a) Ten percent (10%) of the Contract Price shall be paid as interest free advance after signing of the contract, within 30 (thirty) Working days from the date of submission of a Bank Guarantee (BG) equivalent to the amount and in the currency in which advance payment is sought.</p> <p>(b) The advance payment shall set off by the Client by deduction at the rate of 25% from each bill/ invoice certified for payment by the client/authorized agent of the client to the Service Provider Agency (SPA).</p> <p>(c) The deduction from payments will commence 3 (three) months after the date of releasing the advance payment by the Client and will continue till completion of the recovery of full amount of advance payment within 20 (twenty) months from the date of the contract. The amount of deduction will be suitably revised/ raised by the Client, if necessary, so as to complete the recovery of full amount of advance payment within said period of 20 (thirty) months.</p> <p>(d) The amortization of the Advance mentioned above shall commence when interim payments have reached 25% of the contract price and be completed when the interim payments have reached 75%.</p> <p>(e) The Bank Guarantee (BG) for the advance payment shall remain valid until entire amount of the advance payment has been adjusted from the Service Provider Agency's bill, after which the BG shall be returned to the SPA by the Client.</p> <p>6.4.3. Interim Payments:</p> <p>(a) The SPA shall submit monthly bill (both soft & hard copy) to the client or his Authorized Agent. Payment shall be made by the client or his Authorized Agent.</p> <p>(b) The bill shall be accompanied by the necessary relevant documents/ reports as mentioned in the activity schedule. The format of the bill will be provided by the client at the time of signing the contract agreement.</p>

- (c) **75% of the bill amount (for the previous month) will be paid to the SPA within 15 working days after receipt of the bills along with Reports. The remaining 25% will be paid by end of the month, subject to implementation/achievement of the SLA's.**
- (d) Payment shall be done on monthly basis for the active seats based on the invoice generated and monthly progress reports submitted by the SPA.
- (e) Payment shall be made for only those seats which are active, operational, informed and approved. In case of additional seats required, the same has to be provided by the Service Provider and approved by the client. Any increase of seats shall be approved in writing. In case, a seat is operational for less number of days in the respective month, pro-rate payment based on operational days shall be paid. *A suitable mechanism of reporting no. of seats with shift operational will be developed with mutual consent.*
- (f) Bills shall be submitted by the Agency/Agencies by the 5th day of subsequent month;
- (g) Payments shall be subject to deductions of any amount for which the Agency is liable to pay under the agreement against this contract; Penalties shall be levied as applicable based on the SLA clauses
- (h) All taxes (GST/ TDC etc.) shall be handled as per applicable laws
- (i) Should there be a requirement for extension of services of the SPA; payments shall be made as per the terms and conditions of the initial contract.

6.4.4. Service Level Agreement (SLA) Parameters: Payment to the SPA shall be linked to the following SLA:

- (a) **SLA-1: Project Start:** The following activities shall be completed and the call centre shall Go-live with T + 30 calendar days, wherein "T" refers to the date of issuance of signing of contract:
 - Recruitment and training of Manpower.
 - Setting up of Workstation and Office Infrastructure with PRI, EPABX and Internet Lines, etc.
 - Rollout of the CRM (citizen relationship management) software (for Testing and Mock Calls)
 - Go-live & start of call centre operations

Penalty: A penalty of Rs. 10,000 per day will be applied for each day of delay. The ACCSDP, PMU reserves the right to confiscate the full Bank Guarantee amount and terminate the contract when the delay is in excess of 30 calendar days.

- (b) **SLA-2: Call performance assessment parameters**

#	SLA	Baseline	Lower Performance	Penalty for lower Performance	Breach of contract
1.	Inbound Calls – Call Answering time	15 seconds	>20 Seconds	(Avg. Call Answering Time – Baseline)/ Baseline * 5% * Contract Price	>30 Seconds
2.	Inbound Calls – Dropped Calls	5 calls per day	>5 calls per day	(Avg. No. of Dropped Calls – Baseline)/ Baseline * 5% * Contract Price	>10 Calls per day
3.	Outbound Calling	200 Calls per day from the Call Centre	< 200 calls per day	(Baseline – Avg. number of outbound calls per day)/ 5% * Contract Price	< 50 Calls per day
4.	Internet Connectivity	Average 4mbps in each seats per day	<4mbps in each seats per day	(Baseline – Avg. Internet Connectivity speed per seat per day)/ 5% * Contract Price	<2mbps in each seats
5.	No. of Seats with computer and other infrastructure live with CCEs and operating	6 seats per day	<6 seats per day	(Baseline – Availability of seat per day)/ 5% * Contract Price	<4 seats per day

Note: The data and information on the achievement of SLAs would be based on the MIS installed by the SPA. However, the client reserves the right to install separate softwares in the computer systems of the SPA in the Call Centre to verify achievement of above mentioned SLAs.

	<p>(j) Verification Protocol of SLAs/bills before releasing Payment:</p> <p>i) The data and information on the achievement of SLAs would be based on the MIS installed by the SPA. However, the client reserves the right to install separate softwares in the computer systems of the SPA in the Call Centre to verify achievement of above mentioned SLAs.</p> <p>ii) For the 25% payment against Interim Bills, the bill shall be verified for SLA Achievements after receipt of the bills from the SPA and subject to confirmation of no-issues, the Payment shall be made by the client within thirty (30) working days thereafter. In case, if the issues are not resolved or settled within forty five (45) days from the date of receipt of the reports and the bills from the SPA, the matter shall be brought under adjudication.</p>
6.5	<p>75% of the bill amount (for the previous month) will be paid to the SPA within 15 (fifteen) working days after receipt of the bill/ invoice submitted by the SPA along with the relevant documents specified in the Activity Schedule. The remaining 25% will be paid by end of the month, subject to implementation/achievement of the SLA's</p> <p>However, the final payment shall be made by the Client within 60(sixty) WORKING days after receipt of the bill/ invoice submitted by the SPA along with the relevant documents specified in the Activity Schedule, provided all other relevant requirements as mentioned in the Activity Schedule have been complied with.</p> <p>In case of delayed payments following interest rates shall apply: 6% per annum</p>
6.6.1	<p>Replace 6.6.1 with the following: Price adjustment shall not be Applicable during the initial 12 months period of the contract. However, in the event of the continuation of the contract after the first 12(twelve) months, annual price adjustment for the Remuneration part of the assignment shall be done as follows:</p> <p>Remuneration paid in India Rupees pursuant to the rates set forth in the contract agreement shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:</p> $R_t = R_{lo} \times \frac{I_t}{I_{lo}} \quad \left\{ \text{or} \quad R_t = R_{lo} \times \left[0.1 + 0.9 \frac{I_t}{I_{lo}} \right] \right\}$ <p>where R_t is the adjusted remuneration, R_{lo} is the remuneration payable on the basis of the rates set forth in contract agreement for remuneration payable in local currency, I_t is the official index for salaries in the Employer's Country for the first month for which the adjustment is to have effect and, I_{lo} is the official index for salaries in the Employer's Country for the month of the date of the Contract.][<i>Source of Index: The average consumer price index for industrial workers for Guwahati (Assam) centre for the quarters under consideration as published by Labour Bureau, Ministry of Labour, Government of India/Reserve Bank of India Bulletin</i>]</p> <p>However, the SPA shall have to give a written undertaking to the client to assure that the enhanced Remuneration to the Staff shall be passed on to the staff.</p> <p>The staff remuneration rates shall not be less than the minimum wage rate fixed by the Government of Assam for skilled workers as well as all the Government norms relating to Call Centres, which is revised every year by the Government of Assam based on based on the "Consumer Price Index".</p>
7.1	<p>The principle and modalities of inspection by the client shall be: As per provisions in the Activity Schedule. The Defect Liability Period is 30 (thirty) days after a defect has been intimated to the SLA.</p>
8.2.3	<p>The Adjudicator is Sri Sri M.C. Boro, Retired Commissioner & Secretary, Public Works Roads Department , Government of Assam, at an hourly fee of INR 2500/- (Indian Rupees Two thousand five hundred only).</p>
8.2.4	<p>The arbitration procedures of Arbitration and Conciliation Act, 1996 (as amended) of India shall be used in case of Indian Bidders. However, in case of Arbitration with Foreign firms, the arbitration procedures should be as per UNCITRAL procedures and the venue for arbitration shall be neutral or as mutually agreed during contract signing.</p>
8.2.5	<p>The designated Appointing Authority for a new Adjudicator is Senior Most Secretary of the Administrative Reforms & Training Department, Government of Assam.</p>

Section-IX: Performance Specifications and Drawings

(Performance Specifications shall be as provided in the Activity Schedule).

(There are no drawings for this assignment)

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.

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1. Letter of Acceptance

[letterhead paper of the Purchaser]

[date]

To: [name and address of the Supplier]

Subject: **Notification of Award Contract No.**

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 Bidding Data], **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 Clause 37.1 of the Instructions to Bidders

You are requested to furnish the Performance Security within **28 (twenty eight)** days in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section-X, Contract Forms, of the Bidding Document.

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 Agreement

2. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

SLA based Contract

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 supply & install certain Goods and 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 a loan from the International Bank for Reconstruction and Development (hereinafter called the "Bank") towards the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Employer and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the loan or have any claim to the loan 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 (Activity Schedule)
 - 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
 - Appendix F: Services and Facilities Provided by the Employer
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
 - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

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

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

[Authorized Representative]

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

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

3. Performance Security

Format of Bank Guarantee

*[The bank, 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 Purchaser]*

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 Supplier, 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 supply of _ *[insert name of contract and brief description of Goods and related 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]*,¹ 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'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...², 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.*

¹ *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.*

² *Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser 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 Purchaser 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."*

4. Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

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

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 Supplier, 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 Goods and related 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]*¹ 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 Goods; 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 bank 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 bank]*.

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.

¹ *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 Purchaser.*