



**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**

**INTERNATIONAL COMPETITIVE BIDDING**

**For procurement of a Service Provider Agency (SPA) for providing non-consulting Services for Setting-up and Management of the Public Facilitation Centers (PFCs) in the seven districts of Assam covered under the Sixth Schedule Autonomous Councils for providing services under the ARTPS Act, 2012**

**IFB No: ARIASS/ACCSDP/136/2018/32**

**Dated: 2<sup>nd</sup> February, 2019**

Issued on: 2<sup>nd</sup> February, 2019

**Government of Assam**  
**World Bank financed**  
**Assam Citizen-Centric Service Delivery Project (ACCSDP)**  
**Assam Rural Infrastructure and Agricultural Services 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)**  
**INTERNATIONAL COMPETITIVE BIDDING (ICB)**

Country: INDIA

**IFB No.** ARIASS/ACCSDP/ 136/ 2018/32 Dated, Guwahati, the 2<sup>nd</sup> February, 2019;

**IBRD Loan No. :** 8754-IN;

**Contract Title:** Setting-up and Management of the Public Facilitations Centers (PFCs) in the seven districts of Assam covered under the Sixth Schedule Autonomous Councils for providing services under the ARTPS Act, 2012.

**Reference No.** (As per Procurement Plan): IN-ARIAS-94028-NC-RFB.

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 the aforementioned non-consulting contractual assignment 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 from the website of ARIAS Society viz. [www.arias.in](http://www.arias.in).

1. Last date and time of submission of Bid **18<sup>th</sup> March,2019 (14.00 hrs-IST)**
2. Date and time of opening of Bid **18<sup>th</sup> March,2019 (14.15 hrs-IST)**

**State Project Director, ARIAS Society &  
Secretary to the Govt. of Assam**

**INTERNATIONAL COMPETITIVE BIDDING (ICB)**

**For procurement of Service Provider Agency (SPA) for providing non-consulting Services for Setting-up and Management of the Public Facilitation Centers (PFCs) in the seven districts of Assam covered under the Sixth Schedule Autonomous Councils for providing services under the ARTPS Act, 2012**

**INVITATION FOR BID (IFB)**

IFB No: ARIASS/ACCSDP/136/2018/32

Dated 2<sup>nd</sup> February, 2019

1. *This Invitation for Bids follows the General Procurement Notice for this Project that appeared in the UNDB, issue of 29<sup>th</sup> 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 procurement of Service Provider Agency (SPA) for providing non-consulting Services for Setting-up and Management of the Public Facilitation Centers (PFCs) in the seven districts of Assam covered under the Sixth Schedule Autonomous Councils for providing services under the ARTPS Act, 2012.
2. The State Project Director (SPD), ARIAS Society now invites sealed bids from eligible bidders for providing the aforementioned non-consulting services, which include provisioning of two Computer & Peripherals, Internet connectivity of 4 Mbps and two manpower for each of the 77 (approximately) PFCs and Maintenance & management of the same.
3. Bidding will be conducted through the International 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 the SPD, ARIAS Society, and inspect the bidding document at the address given below from 10.30 am to 5.00 pm (IST) on all working days.  
Bidder's qualifications requirements include - (a) access to credit or liquid assets of not less than **Indian Rupees five crore (Rs.5 crore)** or **US Dollar 714,286** equivalent; (b) an annual average turnover of at least **Indian Rupees Ten crore (Rs.10 crore)** or **US Dollar 1.43 Million** equivalent in each of the past three years (2017-18; 2016-17 & 2015-16) and (c) experience of execution of a minimum of one (1) similar contract with a value of **Indian Rupees five crore (Rs.5 crore)** or **US Dollar 714,286** equivalent in the past five years (2017-18; 2016-17 & 2015-16, 2014-15 & 2013-14). Additional details are provided in the Bidding Documents.
5. 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 **Indian Rupees three thousand five hundred only (Rs.3500)** or **US Dollar thirty (US\$ 50)** between the period **4<sup>th</sup> February, 2019 to 19<sup>th</sup> March, 2019**. 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 or by a reputable banking institution selected by the bidder and located abroad, in any eligible country.
6. The Bidding Documents may be collected in person or requested to be sent by courier for local delivery or by Air Mail for Overseas delivery. For sending the bidding document by courier for local delivery- **Rs.1400** or **US\$20** is to be paid additionally (along with the fee cited above) and for sending document by air mail for overseas delivery- **Rs. 2800** or **US \$40** are to be paid additionally. The Bid Document is also available on the website [www.arias.in](http://www.arias.in) and could 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.
7. A **pre-bid meeting** will be held on **15<sup>th</sup> February, 2019 at 11.00 AM (IST)** at the office of State Project Director (SPD), ARIAS Society, at the address given below, to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 10.1 of 'Instruction to bidders' of the bidding document. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
8. Bids must be delivered to the address below on or before **20<sup>th</sup> March, 2019 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 **20<sup>th</sup> March, 2019 at 14.30 Hrs (IST)**.
9. All bids must be accompanied by a "Bid Security" in the form of either a **Demand Draft** or a **Bank Guarantee** for **Indian Rupees fifty two lakh (Indian Rs.52,00,000)** or in **US\$ 74,000** or an equivalent amount in a freely convertible currency from a nationalized/scheduled bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country (as per provision of the bidding document).
10. 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](mailto:spd@arias.in) ; website [www.arias.in](http://www.arias.in).**

State Project Director, ARIAS Society &  
Secretary to the Govt. of Assam

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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. <sup>1</sup> 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"<sup>2</sup> 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"<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to <sup>3</sup>obtain a financial or other benefit or to avoid an obligation;
      - (iii) "collusive practice"<sup>4</sup> 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"<sup>5</sup> 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
        - (bb) acts intended to materially impede the exercise of the

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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.

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

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 IV.
- 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 IV, 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 SubClause 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 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	
	<b>A. General</b>
ITB 1.1	<p>The Employer is: <b>State Project Director, ARIAS society on behalf of the Commissioner &amp; Secretary to the Govt. of Assam (GoA), Administrative Reforms &amp; Training (AR&amp;T) Department.</b></p> <p>The name and identification number of the Contract are ;</p> <p>Name : <b>“Setting-up and Management of the Public Facilitation Centers (PFCs) in the seven districts of Assam covered under the Sixth Schedule Autonomous Councils for providing services under the ARTPS Act, 2012.”</b></p> <p>Identification number: <b>ARIASS/ACCSDP/136/2018/32, Dated: 1<sup>st</sup> February, 2019</b></p>
ITB 1.2	<p><b>The Intended Completion Date; is three (3) years</b> from the date of signing of the Contract Agreement. <i>Within the three (3) year period, the contract for the third year will be renewed based on the performance in the first and second year.</i></p> <p><i>Thereafter, the contract may be extended subject to need of the AR&amp;T Department (GoA) based on the availability the funds with the GoA for the purpose and also mutual consent with the SPA.</i></p>
ITB 2.1	<p>The Borrower is: <b>Government of Assam through the Government of India.</b></p> <p>The Project is : <b>Assam Citizen Centric Service Delivery Project (ACCSDP) [Project ID: P150308]</b></p> <p>The loan number: <b>IBRD Loan No. 8754-IN</b></p>
ITB 5.2	Prequalification <b>has not</b> been undertaken.
ITB 5.3	<p>The <b>Qualification Information and Bidding forms</b> to be submitted are as follows: Prequalification <b>has not</b> been undertaken.</p> <p><b>Bidders shall include all information and documents with their bids in Section IV as mentioned in sub-clause 5.3 of Section I, Instruction to Bidders.</b></p>
ITB 5.5	The <b>minimum qualifying criteria</b> for the bidders to qualify for award of the Contract, in Sub-Clause 5.5 are modified as follows:
ITB 5.5(a)	The <b>minimum required annual volume of Services i.e. Average Turn Over</b> for the successful Bidder in any of the last ten years shall be: <b>Indian Rupees Ten crore (Rs. 10 crore) or US Dollar 1.43 Million equivalent in each of the past three years (2017-18; 2016-17 &amp; 2015-16)</b>
ITB 5.5(b)	The <b>experience</b> required to be demonstrated by the bidder in the provision of <b>at least one similar service contract over the last 5 years</b> (to comply with this requirement, Services contracts cited <b>should be at least 70 percent complete</b> )
ITB 5.5(c)	The <b>essential equipment</b> to be made available for the this assignment by the successful Bidder shall be : <b>As mention in the Activity Schedule;</b>
ITB 5.5.(d)	The <b>minimum qualification and experience</b> required for the Contract Manager and other key staff and PFC Operators shall be <b>As mention in the Activity Schedule</b>
ITB 5.5(e)	The <b>minimum amount of liquid assets and/or credit facilities</b> net of other contractual commitments of the successful Bidder shall be <b>Indian Rupees five crore (Rs.5 crore) or US Dollar 714,286 equivalent.</b>
ITB 5.6	(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.

ITB Clause Reference	
	<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) <b>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.</b></p>
	<b>B. Bidding Data</b>
ITB 9.2 and 19.1	The number of copies of the Bid to be completed and returned shall be : <b>Two</b>
	<b>C. Preparation of Bids</b>
ITB 12.1	Language of the bid: <b>English</b>
ITB 13.1	<p>The additional materials required to be completed and submitted are:</p> <p>(1) <b>The following details shall also be provided by Indian Bidders:</b></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 &amp; fax numbers, PAN and ward/circle where it is being assessed,</p> <p>c) Registration details of the company under <b>GST</b> (Goods &amp; Services Tax), and other tax laws as may be applicable.</p> <p>(2) The bidders from outside India shall provide the complete postal address, email, telephone &amp; fax number, and corresponding details of Income Tax registration, Social Security Number, details regarding Registration under Value Added Tax or sale of goods (as may be applicable) etc</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	Local inputs shall be quoted in <b>Indian Rupees only.</b>
ITB 16.1	The period of Bid validity shall be <b>180 (one hundred &amp; eighty)</b> days after the deadline for Bid submission specified in the BDS.
ITB 17.1	The Bidder shall provide only the <b>Bid Security.</b>
ITB 17.2	The amount of Bid Security shall be <b>INR.52,00,000/- or in US\$ 74,000</b> or n equivalent amount in a freely-convertible currency in the form of either a <b>Demand Draft</b> or a <b>Bank Guarantee</b> from a nationalized/scheduled bank located in India or by a reputable banking institution selected by the bidder and located abroad in any eligible country.
ITB 18.1	Alternative bids <b>shall not be</b> permitted.
ITB 18.2	Alternative times for completion are <b>not</b> permitted.
ITB 18.4	Alternative technical solutions are <b>Not Permitted.</b>
	<b>D. Submission of Bids</b>
ITB 20.2	<p>The Employer's address for the purpose of Bid submission is :</p> <p><b>Address:</b>  <b>State Project Director, Assam Citizen-Centric Service Delivery Project (ACCSDP)</b>  <b>Assam Rural Infrastructure and Agricultural Services (ARIAS) Society,</b>  <b>Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India)</b>  <b>website: <a href="http://www.arias.in">www.arias.in</a></b>  <b>Country: India</b>  <b>Telephone: +91 361-2332125,</b>  <b>Electronic mail address: <a href="mailto:spd@arias.in">spd@arias.in</a>,</b></p> <p>For identification of the bid the envelopes should indicate:</p> <p><b>Contract: "Setting-up and Management of the Public Facilitation Centers (PFCs) in the seven districts of Assam covered under the Sixth Schedule Autonomous Councils for</b></p>

<b>ITB Clause Reference</b>	
	<b>providing services under the ARTPS Act, 2012.”</b> Bid / Contract Number: <b>ARIASS/ACCSDP/136/2018/</b>
<b>ITB 21.1</b>	The deadline for submission of bids shall be <b>Date: 20<sup>th</sup> March, 2019</b> <b>Time: upto 14.00 hrs (IST)</b>
	<b>E. Bid Opening and Evaluation</b>
<b>ITB 24.1</b>	Bids will be opened at <b>14.15 hrs (IST) on 20<sup>th</sup> March, 2019</b> at the following address: <b>Address:</b> <b>State Project Director, Assam Citizen-Centric Service Delivery Project (ACCSDP)</b> <b>Assam Rural Infrastructure and Agricultural Services (ARIAS) Society,</b> <b>Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India)</b> <b>website: <a href="http://www.arias.in">www.arias.in</a></b> <b>Country: India</b> <b>Telephone: +91 361-2332125,</b> <b>Electronic mail address: <a href="mailto:spd@arias.in">spd@arias.in</a></b>
<b>ITB 29.1</b>	Currency chosen for the purpose of converting to a common currency: <b>Indian Rupees.</b> Source of exchange rate: <b>B.C. Selling Rate of Exchange of State Bank of India (SBI), Panbazar, Main Branch, Guwahati-781001 (Assam, India).</b> Exchange rate date: <b>Is the last date for submission of bids indicated in Clause 21.1 of Data Sheet.</b>
	<b>F. Award of Contract</b>
<b>ITB 35.1</b>	The Performance Security at <b>10%</b> of the total contract value per annum acceptable to the Employer shall be the in the Standard Form of <b>Bank Guarantee or Demand Draft.</b>
<b>ITB 36.1</b>	The Advance Payment shall be maximum <b>10%</b> (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 <b>stated in the SCC (Special Conditions of Contract)</b>
<b>ITB 37.1</b>	The Adjudicator proposed by the Employer is <b>Sri M.C. Boro, Retired Commissioner &amp; Secretary, Public Works Roads Department , Government of Assam, at an hourly fee of INR 2500/- ( Indian Rupees Two thousand five hundred only )</b>

## **Section III. Bidding Forms**

## Section III. Bidding Forms

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# 1. Service Provider's Bid

(In the letter head of the bidder)

[date]

To: [name and address of Employer]

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], [amount in words] [names of currencies].

The Contract shall be paid in the following currencies:

Currency	Amount payable in currency	Inputs for which foreign currency is required
(a)		
(b)		
..		

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: \_\_\_\_\_



## 2. Abstract of Price Schedules

#	Particulars	Currency(ies) of Payment	Total quoted Amount without Goods & Services Taxes (GST) as per Indian laws
1.	<b>Part:A-</b> Price Schedule of the Machinery (Computers & peripherals) to be supplied & installed		
2.	<b>Part:B-</b> Remuneration of the PFC Operators, Other Key Staff, Charges for Internet Connectivity etc.		
	<b>Total Bid Price C=(Part:A+ Part:B)</b>		

Note:

1. For the purpose of evaluation and comparison of prices, the quoted prices will be converted to Indian Rupees based on the BC Selling Exchange Rate prevailing on the date of bid opening.
2. However, payments shall be made as per currency of the bid (maximum three)

### 3. PRICE SCHEDULE (PART-A)

**Part-A: For the Machinery (Computers & peripherals) to be supplied & installed**

(use the formats given below as applicable)

(a) Price Schedule: Goods Manufactured Outside the Purchaser's Country, TO BE IMPORTED								
(Group C bids, Goods to be Imported); Currencies in accordance with ITB 15							Date: _____ IFB No: _____	
1	2	3	4	5	6	7	8	9
Sl.	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price #1 CIP [insert place of destination] in accordance with ITB 14	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
		[insert country of origin of the Good]	[insert quoted Delivery Date]		[insert unit price CIP per unit]	[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]
1.	All-in-One Desktop Computer		CIP final Destination within <b>120 (one hundred &amp; twenty)</b> days from the date of signing of contract	154 Nos.				
2.	Laptop Computer			10 Nos.				
3.	LaserJet Multi-Function Printer (MFP)			154 Nos.				
4.	USB Web Camera			154 Nos.				
5.	Finger Print Reader			154 Nos.				
6.	Power Backup-2.5KVA (1 Inverter & 3 Batteries)			77 Nos.				
7.	Power Backup - 3.5KVA (1 Inverter & 4 Batteries)			1 Nos.				
8.	Wireless Network Router - 4 LAN Ports			77 Nos.				
9.	Network Cables (5 mt per PFC)			308 Nos.				
<b>Grand Total Price Excluding taxes</b>								
Name of Bidder [insert complete name of Bidder] Signature of Bidder [signature of person signing the Bid] Date [Insert Date]								

**#1: The Bidder shall quote price for those inputs which the Bidder proposes to provide from within the Employer's country (India), in the currency of the Employer's country i.e Indian Rupees only;**

**(b) Price Schedule: Goods Manufactured Outside the Purchaser's Country, ALREADY IMPORTED\***

(Group C bids, Goods already imported); Currencies in accordance with ITB 15

Date: \_\_\_\_\_ IFB No: \_\_\_\_\_

1	2	3	4	5	6	7	8	9	10	11	12
Sl	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price including Custom Duties and Import Taxes paid, in accordance with ITB 14.8(c)(i)	Custom Duties and Import Taxes paid per unit - supported by documents]	Unit Price net of custom duties and import taxes, (Col. 6 minus Col.7)	Price per line item net of Custom Duties and Import Taxes paid, (Col. 5x8)	Price per line item for inland transportation and other services required in the Purchaser's country to convey the goods to their final destination, as specified in BDS	Sales and other taxes paid or payable per item if Contract is awarded	Total Price per line item (Col. 9+10)
	<i>[insert name of Goods]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>		<i>[insert unit price per unit]</i>	<i>[insert custom duties and taxes paid per unit]</i>	<i>[insert unit price net of custom duties and import taxes]</i>	<i>[insert price per line item net of custom duties and import taxes]</i>	<i>[insert price per line item for inland transportation and other services required in the Purchaser's country]</i>	<i>[insert sales and other taxes payable per item if Contract is awarded]</i>	<i>[insert total price per line item]</i>
1.	All-in-One Desktop Computer		<b>CIP final Destination within 120 (one hundred &amp; twenty) days from the date of signing of contract</b>	154 Nos.							
2.	Laptop Computer			10 Nos.							
3.	LaserJet Multi-Function Printer (MFP)			154 Nos.							
4.	USB Web Camera			154 Nos.							
5.	Finger Print Reader			154 Nos.							
6.	Power Backup-2.5KVA (1 Inverter & 3 Batteries)			77 Nos.							
7.	Power Backup - 3.5KVA (1 Inverter & 4 Batteries)			1 Nos.							
8.	Wireless Network Router - 4 LAN Ports			77 Nos.							
9.	Network Cables (5 mt per PFC)			308 Nos.							
										<b>Total Bid Price</b>	
											<b>In Words .....</b>
Name of Bidder <i>[insert complete name of Bidder]</i>											
Signature of Bidder <i>[signature of person signing the Bid]</i>											
Date <i>[insert date]</i>											

\* [For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Purchaser. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

**(c) Price Schedule: Goods Manufactured in the Purchaser's Country**

Purchaser's Country: <b>INDIA</b>									
(Group A and B bids) Currencies in accordance with ITB 15									
Date: _____ IFB No: _____									
1	2	3	4	5	6	7	8	9	10
Sl.	Description of Goods	Delivery Date as defined by Inco terms	Quantity and physical unit	Unit price EXW #1	Total EXW price per line item (Col. 4x5)	Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination	Cost of local labor, raw materials and components from with origin in the Purchaser's Country % of Col. 5	Sales and other taxes payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date]</i>		<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[Insert cost of local labor, raw material and components from within the Purchase's country as a % of the EXW price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
1.	All-in-One Desktop Computer	<b>CIP final Destination within 120 (one hundred &amp; twenty) days from the date of signing of contract</b>	154 Nos.						
2.	Laptop Computer		10 Nos.						
3.	LaserJet Multi-Function Printer (MFP)		154 Nos.						
4.	USB Web Camera		154 Nos.						
5.	Finger Print Reader		154 Nos.						
6.	Power Backup-2.5KVA (1 Inverter & 3 Batteries)		77 Nos.						
7.	Power Backup - 3.5KVA (1 Inverter & 4 Batteries)		1 Nos.						
8.	Wireless Network Router - 4 LAN Ports		77 Nos.						
9.	Network Cables (5 mt per PFC)		308 Nos.						
10.	Installation Charges		154 Nos.						
								<b>Total Price</b>	
<b>In Words .....</b>									
Name of Bidder <i>[insert complete name of Bidder]</i>									
Signature of Bidder <i>[signature of person signing the Bid]</i>									
Date <i>[insert date]</i>									

**#1: The Bidder shall quote price for those inputs which the Bidder proposes to provide from within the Employer's country (India), in the currency of the Employer's country i.e Indian Rupees only;**

## PRICE SCHEDULE (PART-B)

### Part-B: For Remuneration of the PFC Operators, Other Key Staff, Charges for Internet Connectivity etc.

Price Schedule: For Remuneration of the PFC Operators, Other Key Staff, Charges for Internet Connectivity etc							
Date: _____ ICB No: _____			Currencies in accordance with <b>ITB 15 (#1)</b>				
1	2	3	4	5	6	7	8
Sl.	Particulars <i>(Refer to the Activity Schedule for further details)</i>	Quantity and physical unit	Rate per month	Total for <b>one</b> month per line item (Col. 3×4)	Total for <b>36</b> (thirty six) months per line item (Col. 5×36)	Sales (GST) and other taxes payable for <b>36</b> (thirty six) months per line item if Contract is awarded	Total Price per line item for <b>36</b> (thirty six) months (Col. 6+7)
		<i>[insert quoted Delivery Date]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
1.	Internet Connectivity of atleast 4Mbps	77 PFCs + 1 HQ					
2.	Remuneration of PFC Operators #1	77x2= 154 Nos.					
3.	Remuneration of Team Leader	1 (one) No.					
4.	Remuneration of Sr. System Administrator	1 (one) No.					
5.	Remuneration of Sr. Network Administrator	1 (one) No.					
6.	Remuneration of System & Network Administrators (SNA)	7 (Seven) Nos.					
7.	Remuneration of the Helpdesk Operator #1	2 (Seven) Nos.					
8.	Remuneration of the Support Staff #1	2 (Seven) Nos.					
9.	Set up, maintenance cost for Machinery (computer & peripherals), Administrative Management, management, etc.	77 PFCs + 1 HQ					
10.	Insurance coverage charges for the Machinery (computer & peripherals)	Desktop: 158 nos. Laptop: 10 nos. MF Printer: 158 Nos. UPS:78 Nos.					
11.	Printing Charges per A4 size paper for printing acknowledge receipt						
12.	Company Overheads						
						<b>Total Price</b>	
						<b>In Words .....</b>	
Name of Bidder <i>[insert complete name of Bidder]</i>							
Signature of Bidder <i>[signature of person signing the Bid]</i>							
Date <i>[insert date]</i>							

***#1: The quoted staff remuneration rates shall not be less than minimum wage rate fixed by the Government of Assam for skilled workers, which is revised every year by the Government of Assam based on based on the "Consumer Price Index".***

## 4. Qualification Information

### 1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Address for postal communication:

Email Address and contact Telephone numbers including Cell Phone numbers:

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

1.2 Total annual volume of Services performed **i.e. Turn Over in ten (10) years**, in the internationally traded currency specified in the BDS:

The **annual volume of Services i.e. Turn Over of the Bidder in any of the last ten (10) years [Ref. ITB 5.3]** *[insert]*

1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

	Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)				
(b)				

1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB.Sub Clause 5.5(c)

	Item of 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 key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 5.5(d) and GCC Clause

	Position	Name	Years of experience (general)	Years of experience in proposed position
(a)				
(b)				

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3

	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 below and attach copies

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4

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

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

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

- 
- 1.11 Statement of compliance with the requirements of ITB Sub-Clause 4.2
- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents

## **2. Joint Ventures**

- 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 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 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.**

## **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.

## 5. Bidder Information Form

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

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

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
<p>6. Bidder's Authorized Representative Information</p> <p>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 4.3.</p> <p><input type="checkbox"/> <b>In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.</b></p> <p><input type="checkbox"/> In case of Government-owned enterprise or institution, in accordance with ITB 4.5 documents establishing:</p> <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not dependent agency of the Purchaser</li> </ul> <p>2. Included are the organizational chart, a 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]*

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

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

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
<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> <p>2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.</p>

## **7. JOINT VENTURE AGREEMENT**

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

For ICB No.....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

“ .....” ICB 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 fulfill 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.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
*[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**

## 11. Bid-Securing Declaration

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

Date: \_\_\_\_\_  
Bid No.: \_\_\_\_\_  
Alternative No.: \_\_\_\_\_

To: \_\_\_\_\_

We, the undersigned, declare that:

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

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of \_\_\_\_\_ starting on \_\_\_\_\_, if we are in breach of our obligation(s) under the bid conditions, because we:

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

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

Signed: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Name: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_,  
Corporate Seal (where appropriate)

**Note: The Surety must include its Complete postal Address including the contact email address of the respective managers and signatories of the BS, telephone & fax numbers of the Surety.**

## **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.<sup>1</sup> 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;<sup>2</sup>
  - (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;<sup>3</sup>
  - (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;<sup>4</sup>
  - (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;<sup>5</sup>
  - (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;
- (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

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<sup>1</sup> In this context, any action to influence the procurement process or contract execution for undue advantage is improper.

<sup>2</sup> 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.

<sup>3</sup> 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.

<sup>4</sup> 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.

<sup>5</sup> For the purpose of this sub-paragraph, “party” refers to a participant in the procurement process or contract execution.

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,<sup>6</sup> 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 nominated<sup>7</sup>;
- (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."

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<sup>6</sup> 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.

<sup>7</sup> 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 - Activity Schedule**  
**Section VI. Activity Schedule**

## Section VI - Activity Schedule

### PROCUREMENT OF NON-CONSULTING SERVICES

#### Activity Schedule for Setting-up and Management of the Public Facilitation Centers (PFCs) in the seven districts of Assam covered under the Sixth Schedule Autonomous Councils<sup>8</sup> for providing services under the ARTPS<sup>9</sup> Act, 2012.

##### (A) Background

1. The Government of Assam (GoA) is committed to improve governance in the State and public sector performance. The GoA has recognized the need to strengthen the delivery of citizen-centric service, and had therefore 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 also fixes responsibilities on public servants to provide these services in a time-bound manner. The GoA has already embarked upon a number of specific initiatives to support this objective and they include: RTI, a public grievance redress system, e-District, Common Service Centers (CSC) and establishment of State e-Governance infrastructure.
2. 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.
3. **The Project Development Objective** is to improve access in the delivery of selected public services in Assam. ACCSDP will also strengthen institutional operations, improve citizen awareness and expand access to services to benefit the rural poor. The project design is pivoted around four interrelated components: (i) strengthening RTPS implementation; (ii) improving service delivery processes; (iii) setting up PFCs to receive requests for RTPS services and electronically deliver select services to the citizens; and (iv) promoting citizen engagement. More details about the project may be seen in the Project Appraisal Document at <http://documents.worldbank.org/curated/en/151391503585044320/pdf/INDIA-ASSAM-PAD-05092017.pdf>
4. The Project is being implemented by the Assam Rural Infrastructure and Agricultural Services (ARIAS) Society, an autonomous body created by the GoA in November 1998. The Society is headed by the Chief Secretary, Assam as its President (*of the Project Guidance Council*) and the Agriculture Production Commissioner, Assam as the Chairman (*of the Governing Body*). The Project Management Unit (PMU) created within the ARIAS Society is headed by a State Project Director (SPD), who is the **client** for this assignment, on behalf of the ARIAS Society and the Administrative Reforms & Training Department, Assam.
5. ACCSDP will facilitate implementation of the ARTPS Act with efficiency and accountability for better delivery of citizen-centric services under ARTPS Act and will support the line Deptts. A high-level RTPS Delivery Unit (RDU) is envisaged to be established to monitor the implementation of the ARTPS Act.
  - A blend of technological interventions and administrative reforms for the targeted ARTPS services will be taken-up under the project in the districts under **Six Schedule Autonomous Councils (AC)**.
  - The project will also provide for the targeted ARTPS services in the other districts under the four Govt. agencies, viz. Transport, Revenue & Disaster Management, Welfare of Plain Tribes & Backward Classes (WPT&BC) and the Guwahati Municipal Corporation (GMC). **Some more departments are also likely to join in due course.**
  - The project will assist implementing line Deptts/agencies and the **Six Schedule ACs** in restructuring business processes so that citizens can access services digitally within the given timeline of ARTPS Act.

<sup>8</sup> The seven (7) districts of Assam under the jurisdiction of six schedule Autonomous Councils are (i) Karbi Anglong district (ii) West Karbi Anglong under Karbi Anglong Autonomous Council (KAAC); (iii) Dima Hasao district under the Dima Hasao (NC Hills) Autonomous Council (DHAC); and the districts of (iv) Baksa; (v) Kokrajhar; (vi) Chirang; & (vii) Udalguri under the Bodoland Territorial Council (BTC).

<sup>9</sup> The Assam Right to Public Services Act, 2012

6. The ACCSDP intends to intensify delivery of RTPS services through Public Facilitation Centers (PFCs) using existing as well as setting up new infrastructure at the block, circle and district levels, including provisioning of required minimum staffing to deliver RTPS services. The client expects that PFCs will be the delivery vehicle through which citizens will assess the RTPS services, in case they are not able to avail the same from their home or nearest Common Service centre (CSC). The PFCs therefore are required to emerge as model centers for providing the RTPS services in the true spirit of the ARTPS Act.

**(B) Objective of the assignment**

7. The PMU is seeking to engage a Service Provider Agency (SPA) for setting up and managing the **Public Facilitation Centers (PFC)** at the DC offices, SDO offices, Circle Offices, Block offices and certain other designated offices in the districts under **Six Schedule Autonomous Councils** for registering and tracking applications for RTPS services; and delivery of the targeted services in the Autonomous Councils.
- The agency shall have to **Supply and install** the machines (computers & peripherals), internet connectivity, power conditionings & backup equipment and qualified Service Center Operators to ensure that the PFCs are fully operational and functional<sup>10</sup>.
  - The agency also has to **provide maintenance and support service for the machines** (computers & peripherals), internet connectivity, power conditionings & backup equipment for at least 3 years, which may be extended based on mutually agreed terms & conditions.
  - The PFCs shall be setup in the Seven (7) districts under the jurisdiction of the Sixth-schedule Autonomous Councils viz. (i) Karbi Anglong district (ii) West Karbi Anglong under Karbi Anglong Autonomous Council (KAAC); (iii) Dima Hasao district under the Dima Hasao (NC Hills) Autonomous Council (DHAC); and the districts of (iv) Baksa; (v) Kokrajhar; (vi) Chirang; & (vii) Udalguri under the Bodoland Territorial Council (BTC).
  - **This is a Service Level Agreement (SLA) based assignment and the Service Provider Agency (SPA) shall adhere to the SLA for payments for implementing the assignment.**

**(C) Scope of Services:** The Tasks to be carried out by the SPA include the following:

8. To ensure that the PFCs are fully operational and functional, the SPA shall have to provide the following at each of the PFCs during the performance of the contract.
- a) **Machines (computers & peripherals):** The SPA shall provide computers (as per specifications provided in this Activity Schedule) along with necessary IT and power backup equipment;
  - b) **Internet Connectivity:** The SPA shall provide internet connectivity of **at least 4Mbps** (Megabits Per Second) at each PFC;
  - c) **Public Facilitation Center (PFC) Operators:** The SPA shall provide at least two (2) qualified PFC operators at each PFCs *inter alia* **to accept the applications from the citizens, register the service application on RTPS portal and forward the service applications using electronic means to concerned line departments.** The operators shall also provide the acknowledgement receipt of application of the citizens and also acknowledgement receipt of the certificates/documents issued by the concerned service delivery departments which are delivered by the PFC to the citizens.
  - d) **Ensure that PFCs are fully operational:** The SPA shall ensure that each of the PFCs are operational at least from **9:30am to 5:30pm** in a day on all working days of the Autonomous Councils/ State Government (with one hour lunch break in between).
9. **Number of PFCs to be setup:** The number of PFCs to be setup is **77 (Seventy Seven)**. *However, the number of PFCs may be increased or decreased (by 15% +ve or -ve) during the contract period. The bid prices to be quoted by the SPA shall be on the per PFC basis as per the format given in the bidding document.* The client may ask SPA to redeploy one or more PFC(s) (including the manpower, the equipment, etc.) to another location. In such case, SPA shall redeploy the PFC(s) at the location identified by the client and **the minimal transportation cost will be paid separately by the client.**

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<sup>10</sup> Fully operational PFCs would entail fully equipped centers with adequately trained staff that functions at least 8 hours on all working days to receive RTPS service requests; and deliver targeted set of RTPS services, using electronic means

10. **Provisioning of Machines** (Computer & Peripherals):

- a) The SPA shall have to Supply and Install computers **in each of the PFCs** along with necessary IT and power backup equipment as mentioned below:

Sl.	Type of Machines	Nos.	Minimum Requirement Specifications
<b>(i) For each PFCs</b>			
1.	<b>All in one Desktop Computers</b>	2	<p><b>Processor: 64 Bit, Dual Core Processor,</b> Minimum <b>2.4 GHz</b> Frequency or higher, 4MB Cache or higher</p> <p><b>Memory: 4 GB DDR4 RAM</b> expandable to <b>8 GB</b> or Higher</p> <p><b>Hard Disk:</b> At least 1 TB HDD, 7200 RPM, SATA III 6 Gbps or higher</p> <p><b>Chipset and Motherboard:</b> Chipset and Motherboard of the same OEM of the Processor</p> <p><b>Connectivity/Ports:</b> Minimum <b>two</b> USB 3.0 and <b>two</b> USB 2.0 or higher, Integrated 10/100/1000 Mb Ethernet LAN, Wireless (Wi-fi), Bluetooth, HDMI, External VGA Port</p> <p><b>Slots:</b> 3 PIC/PCI Express Slots</p> <p><b>Optical Drive:</b> CD/DVD Reader</p> <p><b>Audio:</b> 1 High Definition Integrated Audio port (Head phone/ microphone combo), with Internal Speaker</p> <p><b>Display: 19 inches LED Monitor</b> or Higher</p> <p><b>Operating System: Open Source Operating System (Ubuntu/Cent OS or similar)</b></p> <p><b>Mouse:</b> Wired USB Optical Mouse</p> <p><b>Keyboard:</b> Standard, Wired USB, Multimedia Keys</p> <p>-----</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of defective parts of the desktop computer. The SPA shall be responsible for the setup, maintenance and support for the desktops computers installed at the PFCs during the contract period.</p>
2.	<b>Extra Display Monitor</b>	2	<b>19 inches LED Monitor</b> or Higher (with each all-in-one desktop computer) <b>for citizens to view the data entry</b>
3.	<b>Web Camera</b>	2	<p><b>USB Web Camera:</b> 5-megapixel snapshots, Built-in mic with noise reduction, USB 2.0 of higher. The device shall be compatible both with Open Source Linux and Windows operating systems.</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of defective parts of the web camera. The SPA shall be responsible for the setup, maintenance and support for web camera installed at the PFCs during the contract period.</p>
4.	<b>Multi-Function Printer (MFP)</b>	2	<p><b>The LaserJet MFP</b> shall have the facility for Print, Scan(color) &amp; Copy, at least 20 PPM (Black &amp; White, A4 size paper) or Higher.</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of defective parts of the MFP Printer. The SPA shall be responsible for the setup, maintenance and support for MFP Printer installed at the PFCs during the contract period. The SPA shall also be responsible for refilling/replacing the printer cartridges and other consumables (i.e. A4 paper) whenever needed.</p> <p><i>(The SPA shall <b>not</b> quote for the consumables in the quoted rates, but instead quote for printing of acknowledgement receipts to be issued to the citizens on per A4 page basis)</i></p>
5.	<b>Finger Print Reader with related driver</b>	2	<p>USB fingerprint scanner <b>with related driver</b> <i>(For recording attendance of the PFC Operators through the NMS/ remote monitoring software to be provided by the client):</i> STQC certified Optical USB fingerprint sensor with 500 DPI resolution. <b>Platen area of minimum 18mm X 13mm or higher.</b> The device shall be compatible both with Open Source Linux and Windows operating systems.</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of defective parts of the Finger Print Scanner. The SPA shall be responsible for the setup, maintenance and support for Finger Print Scanner installed at the PFCs during the contract period.</p>
6.	<b>Power Backup (Inverter &amp; Battery)</b>	1	<p><b>The SPA shall at the minimum arrange for UPS power backup equipment for four (4) hours:</b></p> <p><b>Inverter:</b></p> <p style="padding-left: 40px;"><b>Capacity: Minimum 2.5 KVA</b></p> <p style="padding-left: 40px;"><b>Rated Power: Minimum 2000 Watt</b></p>

Sl.	Type of Machines	Nos.	Minimum Requirement Specifications
			<p><b>Output Format: Pure Sine Wave</b>  <b>Input Voltage:</b> Minimum 120 V;  <b>Output Voltage:</b> Minimum 220 V  <b>Battery:</b> Tubular Technology Battery, <b>3 Nos. of 12v 150Ah@C20</b>  <b>Operation Hours:</b> Atleast for <b>four (4) hours</b> of back up operation (for 2 Computers, 2 LaserJet multifunctional Printers, network equipment and 1 LED bulbs of 20W and 1 ceiling Fan)  <b>Warranty:</b> 3 years warranty for the repair or replacement of any defective parts of the Inverter and Battery. The SPA shall be responsible for the setup, maintenance and support for Inverter and Batteries installed at the PFCs during the contract period.</p>
7.	<b>Wireless Network Router</b>	1	<p><b>Wireless Network Router</b> having Frequency Range 2.4 GHz to 2.497 GHz, Minimum 4 10/100 LAN ports, one 10/100 WAN (Internet) port, IEEE 802.11n/g/b, 5dBi omni-directional External Antenna, Repeater mode- or higher  <b>Warranty:</b> 3 years warranty for the repair or replacement of any defective parts of the wireless router. The SPA shall be responsible for the setup, maintenance and support for wireless router installed at the PFCs during the contract period.</p>
8.	<b>Network Cables</b>	4	<p><b>Minimum 5 meters long – Cat-6 Network cables with RJ45 connectors</b> at both the ends for networking the computers &amp; printers and to ensure Internet Connectivity at the PFC.  <b>Warranty:</b> 3 years warranty for the repair or replacement of any defective Network Cables. The SPA shall be responsible for setup, maintenance and support for network cables supplied by the SPA.</p>
<b>(ii) For Others (SPA's 'Management-cum-HelpDesk Office')</b>			
1.	<b>All in one Desktop Computers</b>	4	<p><b>Processor:</b> <b>64 Bit, Dual Core Processor</b> (<i>equivalent to i3 dual core or similar</i>), Minimum <b>2.4 GHz</b> Frequency or higher, 4MB Cache or higher  <b>Memory:</b> 4 GB DDR4 RAM expandable to <b>8 GB</b> or Higher  <b>Hard Disk:</b> At least 1 TB HDD, 7200 RPM, SATA III 6 Gbps or higher  <b>Chipset and Motherboard:</b> Chipset and Motherboard of the same OEM of the Processor  <b>Connectivity/Ports:</b> Minimum <b>two</b> USB 3.0 and <b>two</b> USB 2.0 or higher, Integrated 10/100/1000 Mb Ethernet LAN, Wireless (Wi-fi), Bluetooth, HDMI, External VGA Port  <b>Slots:</b> 3 PIC/PCI Express Slots  <b>Optical Drive:</b> CD/DVD Reader  <b>Camera:</b> Built-In WebCam with mic  <b>Audio:</b> 1 High Definition Integrated Audio port (Head phone/ microphone combo), with Internal Speaker  <b>Display:</b> <b>19 inches</b> LED Monitor or Higher  <b>Operating System:</b> <b>Open Source Operating System (Ubuntu/Cent OS or similar)</b>  <b>Mouse:</b> Wired USB Optical Mouse  <b>Keyboard:</b> Standard, Wired USB, Multimedia Keys  -----  <b>Warranty:</b> 3 years warranty for the repair or replacement of defective parts of the desktop computer. The SPA shall be responsible for the setup, maintenance and support for the desktops computers installed at the PFCs during the contract period.</p>
2.	<b>Laptop Computers</b>	10	<p><b>Processor:</b> 64 Bit, Quad Core Processor, Minimum 3.0 GHz Frequency or higher, 4MB Cache or higher  <b>Memory:</b> 4 GB DDR4 RAM expandable to 32 GB or Higher  <b>Hard Disk:</b> At least 1 TB HDD  <b>Connectivity:</b> 3 USB, LAN, Wireless (Wi-fi), HDMI, VGA, Bluetooth, 3-in-1 Card Reader (SD, SDHC, SDXC)  <b>Audio:</b> 1 High Definition Integrated Audio port (Head phone/ microphone combo), Integrated Single Digital Microphone with Integrated Stereo Speaker  <b>Camera:</b> Integrated Camera with minimum 5-megapixel snapshots, Built-in mic with noise reduction</p>

Sl.	Type of Machines	Nos.	Minimum Requirement Specifications
			<p><b>Optical Drives:</b> CD/DVD writer</p> <p><b>Screen:</b> 14 inches HD LED Backlit Widescreen Display or Higher, Minimum 1366 x 768 Pixel</p> <p><b>Weight:</b> Less than or equal to 2.5 Kg</p> <p><b>Operating System &amp; software to be installed: Open Source Operating System (Ubuntu/Cent OS or similar);</b></p> <p>-----</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of defective parts of the Laptops. The SPA shall be responsible for the setup, maintenance and support for the laptop computers supplied by the SPA.</p>
3.	Web Camera	6	<p><b>USB Web Camera:</b> 5-megapixel snapshots, Built-in mic with noise reduction, USB 2.0 or higher. The device shall be compatible with Linux, Windows operating systems.</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of defective parts of the web camera. The SPA shall be responsible for the setup, maintenance and support for web camera installed at the PFCs during the contract period.</p>
4.	Multi-Function Printer (MFP)	2	<p><b>The LaserJet MFP</b> shall have the facility for Print, Scan(color) &amp; Copy, at least 20 PPM (Black &amp; White, A4 size paper) or Higher</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of defective parts of the MFP Printer. The SPA shall be responsible for the setup, maintenance and support for MFP Printer supplied by the SPA. The SPA shall also be responsible for refilling/replacing the printer cartridges and other consumables (i.e. A4 paper) whenever needed.</p>
5.	Finger Print Reader	6	<p>USB fingerprint scanner (For recording attendance of the Resources): STQC certified Optical USB fingerprint sensor with 500 DPI resolution. <b>Platen area of minimum 18mm X 13mm or higher.</b> The device shall be compatible with Linux, Windows operating systems.</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of defective parts of the Finger Print Scanner. The SPA shall be responsible for the setup, maintenance and support for Finger Print Scanner installed at the PFCs during the contract period.</p>
6.	Power Backup (Inverter and Battery)	6	<p><b>The SPA shall at the minimum arrange for UPS power backup equipment for four (4) hours:</b></p> <p><b>Inverter:</b></p> <p><b>Capacity: Minimum 3.5 KVA</b>  <b>Rated Power: Minimum 2500 Watt</b>  <b>Output Format: Pure Sine Wave</b>  <b>Input Voltage: Minimum 120 V;</b>  <b>Output Voltage: Minimum 220 V</b></p> <p><b>Battery:</b> Tubular Technology Battery, <b>4 Nos. of 12v 150Ah@C20</b></p> <p><b>Operation Hours:</b> Atleast for four (4) hours of back up operation (for 6 Computers, 2 LaserJet multifunctional Printers, network equipment and 4 LED bulbs of 20W each and 3 ceiling Fan)</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of any defective parts of the Inverter and Battery. The SPA shall be responsible for the setup, maintenance and support for Inverter and Batteries supplied by the SPA.</p>
7.	Network Router	1	<p><b>Wireless Frequency Range 2.4 GHz to 2.497 GHz, Minimum 4 10/100 LAN ports, one 10/100 WAN (Internet) port, IEEE 802.11n/g/b, 5dBi omnidirectional External Antenna, Repeater mode or Higher.</b></p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of any defective parts of the wireless router. The SPA shall be responsible for the setup, maintenance and support for wireless router supplied by the SPA.</p>
8.	Network Cables (State Office)	8	<p><b>Minimum 5 meters long - Cat-6 Network cables with RJ45 connectors</b> at both the ends for networking the computers &amp; printers and to ensure Internet Connectivity.</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of any defective Network Cables. The SPA shall be responsible for setup, maintenance and support for network cables supplied by the SPA.</p>

- b) The SPA shall have to Supply, Setup, install, configure and maintain the above mention equipment at each of the PFCs during the performance of the contract. The SPA shall also be responsible for setup, installation, management, support & maintenance of all the software, licenses supplied by the SPA

under this assignment. This will also include setting up and configuration for connecting PFCs computers to the Internet.

- c) The SPA shall also be responsible for the replacement and upgrades of all the above equipment/software during the duration of the project. All the equipment supplied by the SPA shall be formally handed-over to the Authority of the District e-Governance Society of the district once the contract is rescinded.
- d) The SPA shall have to ensure that the supplied machines should be recent in design, and not an earlier design approaching obsolescence. The SPA shall also be responsible for the installation and upgradation of additional software as and when required. The SPA will have to ensure replacement of any equipment required under upgrade/faulty/repairs within two (2) working days.
- e) **The SPA shall have to take adequate insurance to cover (during the contract period) for accidental damage and thefts** for all the assets/machines (including computer & peripherals) supplied and installed at the PFCs by the SPA for 3 years. **The SPA shall quote for the insurance** for all the assets/ machines mentioned in para 11(a). The insurance coverage shall be taken from any insurance company (public or private) which has been in the business of providing insurance for more than **15** years. The SPA shall be responsible for initiating and obtaining insurance claims against any damage or thefts of the equipment covered by insurance during the period of the contract.
- f) The SPA shall be responsible for the cyber-security of the computers and peripherals by arranging and installing Anti-Virus software, Anti- Malware, Anti-spyware etc. including upgrading of the applications/software, without causing any inconvenience to the citizens who will turn up at the PFCs for RTPS.
- g) The SPA shall have to ensure that there are no hanging or open electrical wires which may be hazardous to the citizens visiting to the PFC as well as to the operators working at the PFCs.
- h) **The client shall reject the bid in case the machines offered by a bidder in the bid do not conform to the specifications mentioned in this Activity Schedule.** In case after confirming the same during the bidding stage, the winning bidder/SPA does not adhere to the accepted specifications during supply of items, the contract may be terminated by the client.
- i) ***However, depending on the need the client may ask the SPA to increase the number of Machines for the assignment and in such cases the contract will be amended based on the unit rates quoted by SPA.***
- j) Adhere with the SLA – **Annex-1**

11. **Providing Internet Connectivity to the PFCs:**

- a) The SPA shall have to provide atleast **4Mbps** internet connectivity at each PFCs **on monthly rental basis**. The potential bidders are encouraged to be innovative in their proposed services so as to provide the most reliable, robust and cost-effective solution using various media and/or technologies or failover options and quote their prices accordingly. **The SPA shall be responsible for selection of the most advantageous Internet Service Provider at the location of each PFC.**
- b) The SPA shall have the responsibility to install, commission and maintain all necessary equipment required for providing the internet connectivity in the PFCs.
- c) **The SPA shall have to own and shall be responsible for all the hardware, software, licenses, and management of the Internet Connectivity to the PFCs and also to the SPA's 'Management-cum-HelpDesk Office' at Guwahati.** The SPA also will be responsible for the replacement and upgrading of all the equipment related to Internet Connectivity at the PFCs during the duration of the project.
- d) The upgrade/fault repairs of equipment, including replacements, shall be done within two (2) working days.
- e) The performance level of Internet Connectivity (*along with other management control aspects like upload time of an application by PFC Operators*) shall be monitored continually by the client through a **software application (NMS or similar software), which shall be procured by the client separately and the software shall have to be installed by the SPA in all the computers supplied by them in presence of the representatives from the Authority of the District e-Governance Societies.**
- f) **The agency shall adhere to the SLA provided at Annex-1.**

12. **Provisioning of the PFC Operators:** The SPA shall have to provide at least two resources at each of the PFCs on monthly remuneration basis as given below:

a) The Minimum Qualification and experience of the PFCs operators:

Designation	Nos.	Minimum Qualification	Minimum experience
PFC Operator	2 (two)	1) Atleast <b>Class 12 pass</b> with IT Certification/ Diploma in Computer from a reputed institute (at least 3 months' duration course) along with knowledge of Computer Hardware, Networking and MS Office or its equivalent. 2) Must have knowledge of computer operations and operation of web-based computer applications	1) Minimum 2 years of experience in an organization as computer assistant/ operator from the date of passing the required qualification. 2) Knowledge of English, and local language of the concerned Autonomous District Council areas is a must. 3) Preference shall be given to the local people of the PFC area with working proficiency in the local tribal language
<b>Age: Maximum 47 years as on 1<sup>st</sup> January, 2019</b>			

- b) The SPA shall have to take client's approval before issuing the engagement letter to the PFC Operators. In case a PFC operator is found not having the qualification and experience cited above, the client may ask the SPA not to issue the engagement letter or terminate, if already engaged.
- c) While recruiting the PFC Operators, preference shall be given to the local people of the PFC area with working proficiency in the local tribal language, having the requisite qualification and experience cited above.
- d) The SPA shall ensure that all the PFC Operators have valid employment contract adhering to all the statutory requirements of the Government of Assam and the Govt. of India. The contract with the PFC Operators shall not have any commitment of future employment with Govt. of Assam or ARIAS Society and this shall be clearly indicated in the contract agreement.
- e) The SPA shall ensure that each of the PFC operators attends the training program on provisions of the ARTPS Act and soft skills, conducted by client or the District e-Governance Society or by the Assam Administrative Staff College.
- f) **Careful handling of original documents:** The PFC Operators & SPA shall be responsible for careful handling of the original documents provided by the citizens for obtaining a service and the documents shall be returned to the citizen after scanning and uploading.
- g) **PFC Operator Decorum:** As the PFC operators would be directly interacting with the Citizens, the operators shall be well dressed, polite and well mannered. The PFC operator shall deal courteously with all citizens, especially people with disability, women and senior citizens. ***In case of sustained adverse feedback from the citizens, the service of the PFC operator shall have to be terminated by the SPA based on the advice from the client.***
- h) The performance of the Operators will be reviewed on quarterly basis and/or as often as necessary by the client or his representative(s) and/or by the Authority of the District e-Governance Society.
- i) Depending on the need, the client may ask the SPA to increase the number of **PFC Operators** for the assignment and in such cases the contract will be amended based on the unit rates quoted by SPA.
- j) **The SPA shall have to abide by the Government norms relating to the maximum working hours of the PFC Operators and shall also have to pay the Minimum wages/remuneration to the PFC Operators as per the Government norms.**
- k) **Job Description and Responsibilities of the PFC Operators: The PFC Operator shall-**
- i) Serve as facilitator to the applicant of RTPS Services at the PFCs with citizen-centric approach to service delivery.
  - ii) Accept citizens' applications for various RTPS services using web based software/portal, which would include entering all relevant data through online forms, scanning and uploading of relevant supporting documents provided by the citizens. S/he will ensure completeness of the application submitted.



- iii) Receive the prescribed fee for the accepted RTPS application, provide printed acknowledgement receipt generated by the RTPS portal and maintain the account of fee payments received and deposit the funds to the Authority of the concerned District e-Governance Society or any other officials as directed by the client for depositing to the Govt. exchequer. The PFC Operator shall also handle on-line payment systems wherever relevant.
- iv) Shall be responsible for careful handling of the documents provided by the citizens for obtaining a service and the documents shall be returned to citizen after scanning and uploading.
- v) Responsible for the cyber-security of the computers and peripherals by installing and upgrading of Anti-Virus software, Anti-Malware, Anti-spyware etc. **without causing any inconvenience to the citizens who will turn up at the PFCs for RTPS .**
- vi) Responsible for installation of software/NMS/Remote Monitoring Software at the computers at the PFCs.
- vii) Provides relevant and accurate information to the citizens in case they have doubts or seek clarifications. Assist the citizen/applicant in tracking the status of her/his application(s) through the web-based software/Portal at the PFC.
- viii) At the request of the citizens, generate & print authenticated certificates/documents from the RTPS portal once the service gets electronically delivered by the concerned agency/ department/ directorate of the Government.

In case competent authority of the Government denies the applied service of a citizen (with due justification), the relevant order/communiqué is to be downloaded from RTPS portal, printed and communicated to the applicant, if sought by the applicant.

*(the related payment for printing such documents shall be collected from the citizens by the operator, which shall not be more than the rate per page quoted by the SPA)*

- ix) Help collecting citizen's feedback on service delivery and also through Grievance Redressal mechanism of the RTPS Portal.
- x) Undertakes daily first level checks on network availability, service, bandwidth etc and also undertake first level of maintenance and upkeep of the machines (computer & peripherals including UPS, printer , Internet connectivity etc.) at the PFC to make sure efficient functioning of the PFC.
- xi) Ensure physical security of the Machines in the PFCs during operational hours of the PFCs.
- xii) Shall report to the Authority of the District e-Governance Society on day-to-day basis.
- xiii) Shall keep the information submitted by the public/recipient as confidential and shall not share it with any other person unless desired by competent authority for the delivery of the specified service
- xiv) Adhere with the SLA – **Annex-1.**

### 13. **List of other professionals**

- a) The SPA shall setup a central office at **Guwahati called as SPA's 'Management-cum-HelpDesk Office'**. The helpdesk will function as an internal support the PFCs and the Authority of the DeGS. The HelpDesk will act as a single point of contact for the PFC Operators/Authority of DeGS to gain assistance in troubleshooting, get answers to questions, and solve known problems. The HelpDesk will function as to troubleshoot technical or other management problems in the PFCs and provide guidance to the PFC Operators/ Authorities of the DeGS.
- b) Apart from the two (2) PFC operators for each of PFCs cited above, the SPA shall have to provide the following professionals at the minimum:
  - i) **For the SPA's 'Management-cum-HelpDesk Office' at Guwahati:** One (1) Team Leader for the assignment along with one (1) Senior System Administrator; one (1) Senior Network Administrator; Three (3) Helpdesk Operators and two (2) Office support staff shall be placed at the **Helpdesk office However, the number of HelpDesk operators may have to be increased based on the demand from the external callers, as per request made by the client and in**

**that case the accepted unit rates for Helpdesk Operators quoted for the SPA shall be applicable.**

- ii) **For the district e-Governance Society's office in each district:** One (1) System & Network Administrator (SNA) shall be placed in each of the district e-Governance Society's office, who shall report to the Authority of the DeGS. However, the locations of the SNA shall be as determined by the Authority of the DeGS.

*However, depending on the need the client may ask the SPA to increase the number of Human Resources for the assignment, including the PFC Operators and in such cases the contract will be amended based on the unit rates quoted by SPA.*

**c) Job Responsibilities of the other Professional of the SPA:**

Sl.	Position	Job Responsibilities include, but not limited to the following:
1.	Team Leader (1)	<ul style="list-style-type: none"> <li>• Manage IT Infrastructures, Network and Computer systems.</li> <li>• Plan, organize, control and evaluate IT and electronic data operations.</li> <li>• Design, develop, implement and coordinate systems, policies and procedures.</li> <li>• Ensure security of data, network access and backup systems.</li> <li>• Ensure quality in delivery of the deliverables under the assignments.</li> <li>• Responsible for providing high available network infrastructure monitoring and incident management services through proactive monitoring, and outstanding responsiveness</li> <li>• Works with System Administrator and Network Administrator, interfaces with SPA and Client.</li> <li>• Directs network operation team's activities to ensure PFCs are kept serviceable, available and supportable 24/7/365, ensuring maintenance tasks are coordinated, communicated, scheduled and resourced accordingly.</li> <li>• Responsible for end to end availability, lead issue triage and resolution for complex network and system issues spanning all applications, OS, network, and storage etc.</li> <li>• Implement comprehensive service monitoring to ensure uptime and performance, including synthetic, real user, system, application performance, dashboards etc.</li> <li>• Define, measure, and meet key Service Level Objectives including availability, performance, incidents and chronic problems.</li> <li>• Manage staff in an effective manner</li> <li>• Knowledgeable in compliance and information security.</li> <li>• Maintain levels of technical expertise sufficient to advise troubleshooting procedures for all Operating system.</li> <li>• Defines, plans &amp; acquires services, technology, tools and systems required to keep citizen facing systems available and serviceable.</li> <li>• Leads/manages critical crisis &amp; incident management teams to manage disruptions/degradations, restore services and provide root cause analysis/corrective actions/remediation.</li> <li>• Focus on managing a high-performing team driven to consistency, operations excellence and superior citizen service.</li> <li>• Manages Client communication &amp; interface during network/service related degradations/disruptions, and maintenances.</li> </ul>
2.	Sr. System Administrator (1)	<ul style="list-style-type: none"> <li>• Responsible for the on-going monitoring, maintenance, and administration of free-standing or networked systems</li> <li>• Installs, maintains, upgrades and supports internal computer software systems used for running PFCs.</li> <li>• Fluent in Windows / UNIX operating systems and scripting.</li> <li>• Analyze, design, develop, implement, support, and maintain networking systems</li> <li>• Controls user access and passwords.</li> <li>• Proposes and implements system enhancements that will improve reliability and performance of system.</li> <li>• Monitors usage and performance.</li> <li>• Trains personnel on system usage.</li> <li>• Troubleshoots server and software issues.</li> <li>• Assists with recommending, scheduling and implementing system hardware</li> </ul>

Sl.	Position	Job Responsibilities include, but not limited to the following:
		<ul style="list-style-type: none"> <li>and/or software upgrades or repairs.</li> <li>Supports Web access and electronic messaging services and maintains a secure systems environment.</li> </ul>
3.	Sr. Network Administrator (1)	<ul style="list-style-type: none"> <li>Monitors, troubleshoots and maintains telecommunications and network (LAN, WAN, wireless and VOIP) multiplexers, hubs and routers, and uses remote monitoring tools.</li> <li>Monitors usage of shared resources, and works with network engineers to resolve issues related to malfunctioning equipment.</li> <li>Selects, develops, integrates and implements telecommunications and network management applications.</li> <li>Provide troubleshooting expertise by interfacing with multiple technical staff members and vendors to resolve complex issues.</li> <li>Provide support for LAN/WAN/SAN/Backup/VMware environments.</li> <li>Provide technical support and guidance to users. Install, configure and maintain networking equipment, such as routers and switches.</li> <li>contribute in the stable operation of the local and remote offices and cloud computing network</li> <li>Will involve in planning, developing, installing, configuring, maintaining, supporting, and optimizing all network hardware, software, and communication links.</li> <li>The person will also work with PFC Operators, System and Network Administrators to analyze and resolve end user hardware and software computer problems in a timely and accurate fashion, and provide end user training where required</li> </ul>
4.	System & Network Administrator (7) [ to be placed/attached in the DeGS office in the 7 districts]	<ul style="list-style-type: none"> <li>Installs, maintains, upgrades and supports internal computer software systems used for running PFCs.</li> <li>Fluent in Windows / UNIX operating systems and scripting.</li> <li>Analyze, design, develop, implement, support, and maintain networking systems</li> <li>Controls user access and passwords.</li> <li>Proposes and implements system enhancements that will improve reliability and performance of system.</li> <li>Monitors usage and performance.</li> <li>Provide support for LAN/WAN/SAN/Backup/VMware environments.</li> <li>Provide technical support and guidance to users. Install, configure and maintain networking equipment, such as routers and switches.</li> <li>contribute in the stable operation of the local and remote offices and cloud computing network</li> <li>Will involve in planning, developing, installing, configuring, maintaining, supporting, and optimizing all network hardware, software, and communication links.</li> </ul>
5.	Helpdesk operators (3)	<ul style="list-style-type: none"> <li>Receiving and Responding to service requests, complaint, issues at the HelpDesk office.</li> <li>Listening to the callers and understanding and identifying their problem</li> <li>Performing geographical location spotting, understanding the issues and problems and data entry</li> <li>Provide effective and outstanding service to all callers, answer inbound calls and appropriately respond to inquiries and questions,</li> </ul>
6.	Office Support Staff (3)	<ul style="list-style-type: none"> <li>Support Office Management and operational activities,</li> <li>Maintain files and documents</li> <li>Check and Send email, prepare document, Enter Data in the computer etc.</li> </ul>

d) **Qualification and Experience of the professionals:**

Sl.	Position	Qualification	Experience
1.	Team Leader (1)	BE/B.Tech/ MCA/ Post Graduate in Computer Science or IT	<ul style="list-style-type: none"> <li>Overall <b>10</b> years experience in IT Infrastructure support and maintenance projects from the date of passing the required Qualification.</li> <li>Minimum of <b>5</b> years of experience as a Project Manager/team Leader</li> <li>Experience in managing, planning, designing and</li> </ul>

Sl.	Position	Qualification	Experience
			<p>implementing of IT Infrastructure support and maintenance projects</p> <ul style="list-style-type: none"> <li>• Experience in implementing quality assurance practices and policies in IT Infrastructure support and maintenance projects</li> <li>• Good experience in managing Teams, resources, coordination with the clients/ stakeholders of the project</li> <li>• Good experience on System and Network Administration.</li> <li>• Effective hardware and software problem solving abilities, Knowledge of open source Linux and Windows operating system</li> <li>• Good Communication skills in English, Hindi and Assamese</li> </ul>
2.	Sr. System Administrator (1)	BE/B.Tech/ BCA/ MCA/ Graduate / Post Graduate in Computer Science or IT	<ul style="list-style-type: none"> <li>• Overall 7 years experience in IT Infrastructure support and maintenance projects from the date of passing the required Qualification.</li> <li>• Effective hardware and software problem solving abilities, Knowledge of open source Linux and Windows operating system,</li> <li>• Experience in managing the configuration and operation of client-based computer operating systems, monitoring the system daily and respond immediately to security or usability concerns upgrading systems and processes as required for enhanced functionality and security issue resolution</li> <li>• Good Administration in infrastructure management, including firewalls, databases, malware protection software and other processes</li> <li>• Experience in Email account management, Access control and attendance system configuration for new and existing users. Skills on managing WAN/LAN/ Wireless Connectivity, Switch/ Router/ Firewall etc.</li> <li>• Good Communication skills in English, Hindi and Assamese</li> </ul>
3.	Sr. Network Administrator (1)	BE/B.Tech/ BCA/ MCA/ Graduate / Post Graduate in Computer Science or IT	<ul style="list-style-type: none"> <li>• Overall 7 years experience in IT Infrastructure support and maintenance projects from the date of passing the required Qualification.</li> <li>• Planning, Installation and Commissioning, Involved in designing network layouts &amp; managing installation, configuration, commissioning and testing of complex network environment. Ensuring maintenance of complete network, inclusive of performance monitoring, day to day network operations, preventive &amp; corrective maintenance.</li> <li>• Strong hands-on experience in Installation, Configuration and troubleshooting of Routers and Switches. Excellent knowledge in implementation and troubleshooting of security mechanisms such as IPSec, SSL, and VPN.</li> <li>• Effective hardware and software problem solving abilities, Good Knowledge of Linux and windows operating system</li> <li>• Good Communication skills in English, Hindi and Assamese</li> </ul>
4.	System & Network Administrator (7)	BE/B.Tech/ BCA/ MCA/ Graduate / Post Graduate in Computer Science or IT	<ul style="list-style-type: none"> <li>• Overall 4 years experience in IT Infrastructure support and maintenance projects from the date of passing the required Qualification.</li> <li>• Effective hardware and software problem solving abilities, Good Knowledge of Desktop operating systems such as Linux and windows, Windows AD, Email account management, Access control and attendance system configuration for new and existing users. Skills on managing WAN/LAN/ Wireless Connectivity, Switch/ Router/ Firewall etc.</li> <li>• Good knowledge on System Security, Web and Internet Security, databases security, Antivirus, firewalls, malware protection software</li> <li>• Good Communication skills in English, Hindi and Assamese</li> </ul>
5.	Helpdesk operators (3)	Graduate	<ul style="list-style-type: none"> <li>• Overall 3 years experience in call center for IT Infrastructure support and maintenance projects from the date of passing</li> </ul>

Sl.	Position	Qualification	Experience
			<p>the required Qualification.</p> <ul style="list-style-type: none"> <li>• Good Communication skills in English, Hindi, Assamese and local tribal languages</li> </ul>
6.	Office Support Staff (3)	Graduate	<ul style="list-style-type: none"> <li>• Overall 3 years experience as Office management and support staff / or similar from the date of passing the required Qualification. Having good IT Skills such as MS Word, Excel, web browser, internet, email etc.</li> <li>• Good Communication skills in English, Hindi and Assamese</li> </ul>

- e) While recruiting the Office Support Staff and HelpDesk Operators, preference shall be given to the local people of the area, having the requisite qualification and experience cited above.

14. **Reporting Requirements:** The SPA shall -

- a) Perform its obligation under this Contract with due diligence and efficiency and in conformity with sound professional, administrative and financial practices.
- b) Have to install the '**Network Management System (NMS<sup>11</sup>)**' or other similar software **(to be provided by the client)** on the Computers to be supplied by the SPA in the PFCs and in the SPA-cum-HelpDesk Office, for automatic collection of management information data.
- c) Submit **monthly reports** of each of the PFCs, to the client **or any other agency authorized by the client**, both hard (one copy) & soft copy counter signed by the **Authority of the District e-Governance Society (DeGS)**.

The **monthly report**, along with the invoice for payment, shall cover different aspects of the **deliverables and Achievements** against **SLAs** under the contract such as details of Internet connectivity, status of machines & manpower deployed, number of electronic service requests, performance of the PFC operators, service requests handled by each of the PFC Operators, etc. *(More details will be included in the contract agreement.)*

- d) Submit **quarterly report of the assignment** both hard (one copy) & soft copy indicating the overall management aspects of the contract, issues faced if any, manpower deployed at the State Level Office, invoices raised (No. & date) vis-à-vis amount of payment by the client along with date of payment, etc. *(More details will be included in the contract agreement.)*
- e) In case **SPA fails to submit of monthly and quarterly report** on time, monthly payment for the succeeding month for this assignment shall be put on hold or delayed till the reports are submitted.
- f) **The format of monthly and quarterly report shall be provided by the client after signing of contract with the SPA.**

**(D) Schedule for Completion of Tasks:**

15. **Setting up of PFCs:** The agency shall have to setup the **77 (seventy seven) PFCs** within the Seven (7) districts under the jurisdiction of the Six-schedule Autonomous Councils viz. **(i)** Karbi Anglong district and **(ii)** West Karbi Anglong under *Karbi Anglong Autonomous Council (KAAC)*; **(iii)** Dima Hasao district under *the Dima Hasao (NC Hills) Autonomous Council (DHAC)*; and the districts of **(iv)** Baksa; **(v)** Kokrajhar; **(vi)** Chirang; & **(vii)** Udalguri under the Bodoland Territorial Council (BTC),
16. **The SPA shall have to complete setting up of the 77 PFCs and making them fully functional within maximum 8 Months from the signing of the contract agreement. However, if the SPA fails to establish atleast 50 PFCs within 6 months from the date of signing of agreement the client will impose Liquidated Damage (LD) for the delay at the rate furnished in SCC Clause 3.8 and upon the LD reaching 5% of the Contract Price, the employer may initiate action for termination of the contract agreement.**

<sup>11</sup> Note: A NMS is a combination of hardware & software used to monitor, maintain and administer a network. Network Management Software contains the set of functions required for controlling, planning, allocating, deploying, coordinating and monitoring the resources of a network including performing functions such as fault management, configuration management, accounting management, performance management, security management and bandwidth management

17. Indicative schedule of setting up of PFCs shall be given below:

<b>Indicative Schedule for Setting up of the PFCs and make them fully functional<sup>12</sup></b>			
<b>Districts</b>	<b>1<sup>st</sup> Lot with 4 months from date contract signing</b>	<b>2<sup>nd</sup> Lot with 6 months from date contract signing</b>	<b>3<sup>rd</sup> Lot with 8 months from date contract signing</b>
1. Karbi Anglong (13)	3	6	4
2. West Karbi Anglong (6)	3	3	0
3. Dima Hasao (13)	6	4	3
4. Kokrajhar (10)	5	3	2
5. Udalguri (12)	6	4	2
6. Baksa (15)	7	6	2
7. Chirang (8)	4	3	1
	<b>34</b>	<b>29</b>	<b>14</b>

**(E) Data, Services and Facilities to be provided by the Client**

18. The client would nominate and designate a Team of Officials including from PMU and other agency(ies) for day-to-day -monitoring and coordination with the SPA on all aspects of the contract agreement.
19. The client will provide any available information and documents to the SPA related to the assignment; and will also facilitate engagement of all the relevant stakeholders.
20. The required office space (in the offices of the DC, SDO, Circle Offices and Block Offices etc.) for setting up the PFCs will be facilitated by the client before the delivery of the machines (computer & peripherals) under the contract by the SPA, including internal electrical wiring/plug points and also the furniture required for setting up the PFCs (@2 tables, 2 chairs for the PFC operators and 6 chairs for the visitors, per PFC). [No civil work relating to the PFCs are envisaged under this contract.]
21. The client shall provide a facility to the SPA to register complaints for any issues relating to the assignment.

**(F) Final outputs that will be required from the Agency**

22. There are two final outputs of the assignment –
- a) **The first Final output** shall be setting up of 77 (seventy seven<sup>13</sup>) fully functional PFCs, with (i) Internet Connection of **at least 4Mbps bandwidth**; (ii) required two Computers & peripherals; (iii) two PFC Operators in each PFCs, within the Seven (7) districts (given at the end of this Activity Schedule) under the jurisdiction of the Six-schedule Autonomous Councils of Assam.
- b) **The second Final output** is to operate all the PFCs that have been set up under the assignment on a 'fully operational<sup>14</sup>' basis initially for a period of 36 (thirty-six) months from the date of signing of contract agreement, subject to the condition that the performance/service of the SPA is determined to be satisfactory by the client. **The contract may be extended based on the need by the client, linked to mutually agreed terms & conditions and availability of fund with the client.**

**(G) Review, Monitoring and Acceptance etc. of the Assignment**

23. The client will constitute a review committee *inter alia* comprising members from the PMU, Administrative Reforms & Training (AR&T) Department, IT Department, Sixth-schedule Autonomous Councils of Assam, etc. to monitor and review the progress of the assignment.

While day-to-day/monthly monitoring will happen continuously, a formal review will be conducted on a **quarterly** basis to track the progress under the assignment and resolve any issues. Representatives of all participating GoA departments/agencies would also take part in the **quarterly** Progress Review. However, depending on the need the client may hold monthly review meeting as well.

24. **Conformity Test:** The client through a notified committee **or through the Authority of the DeGS** will conduct **Conformity Test** before accepting the completion report of each of the PFCs setup (including installation of the NMS software) by the SPA and the SPA shall be bound to resolve or remove all the issues, bugs & defects that are detected during the test as informed to the SPA accordingly.

**(H) Exit Policy after contract completion:**

25. After the contract period is over, the SPA shall formally handover all the machinery & equipment procured under the contract to the respective Authority of the DeGS in full working condition, along with all the relevant records/physical files in the PFCs etc and a certificate in this respect from the Authority of the DeGS *inter alia* shall be mandatory before release of the Final payment to the SPA by the client. As the PFC operators will be working online through the RTPS portal, which is to be managed by another agency, no data transfer is contemplated.

<sup>12</sup> Fully operational Public Facilitation Centers (PFCs) means fully equipped PFC with adequately trained staff that functions at least 6 hours on all working days to receive RTPS service requests; and deliver targeted set of RTPS services, using electronic means.

<sup>13</sup> Subject to adjustments pursuant to para 9 above.

**Annex-1 (the Activity Schedule)**  
**Payment Terms & conditions and related Service Level Agreement (SLA)**

1. The SPA shall have to quote the unit bid prices exclusive of taxes for each of the following line items:

Sl.	Type of Machines	Minimum Requirement Specifications	Quantity
1.	<b>All-in-One Desktop Computer</b>	<p><b>Processor:</b> 64 Bit, Dual Core Processor, Minimum 2.4 GHz Frequency or higher, 4MB Cache or higher</p> <p><b>Memory:</b> 4 GB DDR4 RAM expandable to 8 GB or Higher</p> <p><b>Hard Disk:</b> At least 1 TB HDD, 7200 RPM, SATA III 6 Gbps or higher</p> <p><b>Chipset and Motherboard:</b> Chipset and Motherboard of the same OEM of the Processor</p> <p><b>Connectivity/Ports:</b> Minimum <b>two</b> USB 3.0 and <b>two</b> USB 2.0 or higher, Integrated 10/100/1000 Mb Ethernet LAN, Wireless (Wi-fi), Bluetooth, HDMI, External VGA Port</p> <p><b>Slots:</b> 3 PIC/PCI Express Slots</p> <p><b>Optical Drive:</b> CD/DVD Reader</p> <p><b>Audio:</b> 1 High Definition Integrated Audio port (Head phone/ microphone combo), with Internal Speaker</p> <p><b>Display:</b> 19 inches LED Monitor or Higher</p> <p><b>Operating System:</b> Open Source Operating System (Ubuntu/Cent OS or similar)</p> <p><b>Mouse:</b> Wired USB Optical Mouse</p> <p><b>Keyboard:</b> Standard, Wired USB, Multimedia Keys</p> <p>-----</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of defective parts of the desktop computer. The SPA shall be responsible for the setup, maintenance and support for the desktops computers installed at the PFCs during the contract period.</p>	<b>1</b>
2.	<b>Laptop Computer</b>	<p><b>Processor:</b> 64 Bit, Quad Core Processor, Minimum 3.0 GHz Frequency or higher, 4MB Cache or higher</p> <p><b>Memory:</b> 4 GB DDR4 RAM expandable to 32 GB or Higher</p> <p><b>Hard Disk:</b> At least 1 TB HDD</p> <p><b>Connectivity:</b> 3 USB, LAN, Wireless (Wi-fi), HDMI, VGA, Bluetooth, 3-in-1 Card Reader (SD, SDHC, SDXC)</p> <p><b>Audio:</b> 1 High Definition Integrated Audio port (Head phone/ microphone combo), Integrated Single Digital Microphone with Integrated Stereo Speaker</p> <p><b>Camera:</b> Integrated Camera with minimum 5-megapixel snapshots, Built-in mic with noise reduction</p> <p><b>Optical Drives:</b> CD/DVD writer</p> <p><b>Screen:</b> 14 inches HD LED Backlit Widescreen Display or Higher, Minimum 1366 x 768 Pixel</p> <p><b>Weight:</b> Less than or equal to 2.5 Kg</p> <p><b>Operating System &amp; software to be installed:</b> Windows 10 Pro;</p> <p>-----</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of defective parts of the Laptops. The SPA shall be responsible for the setup, maintenance and support for the laptop computers supplied by the SPA.</p>	<b>1</b>
3.	<b>LaserJet Multi-Function Printer (MFP)</b>	<p><b>The LaserJet MFP</b> shall have the facility for Print, Scan(color) &amp; Copy, at least 20 PPM (Black &amp; White, A4 size paper) or Higher.</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of defective parts of the MFP Printer. The SPA shall be responsible for the setup, maintenance and support for MFP Printer installed at the PFCs. The SPA shall also be responsible for refilling/replacing the printer cartridges and other consumables (i.e. A4 paper) whenever needed.</p> <p>(The SPA shall not quote for the consumables in the quoted rates, but instead quote for printing of acknowledgement receipts to be issued to the citizens on per A4 page basis)</p>	<b>1</b>
4.	<b>Printing Charge for printing 1(one) A4 size Page in Black ink</b>	<p><b>Charge for printing</b> of acknowledgement receipt or document in Black ink on 1(one) A4 size page for the Citizens at the PFCs</p>	<b>1</b>

Sl.	Type of Machines	Minimum Requirement Specifications	Quantity
5.	USB Web Camera	<p><b>USB Web Camera:</b> 5-megapixel snapshots, Built-in mic with noise reduction, USB 2.0 or higher.</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of defective parts of the web camera. The SPA shall be responsible for the setup, maintenance and support for web camera installed at the PFCs.</p>	1
6.	Finger Print Reader	<p><b>USB fingerprint scanner, Image area</b> 9.75mm X 0.41mm / 192 X 8 pixels or higher</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of defective parts of the Finger Print Scanner. The SPA shall be responsible for the setup, maintenance and support for Finger Print Scanner installed at the PFCs.</p>	1
7.	Power Backup- 2.5KVA (1 Inverter & 3 Batteries)	<p><b>The SPA shall at the minimum arrange for UPS power backup equipment for four (4) hours:</b></p> <p><b>Inverter:</b></p> <p style="padding-left: 40px;"><b>Capacity:</b> Minimum 2.5 KVA</p> <p style="padding-left: 40px;"><b>Rated Power:</b> Minimum 2000 Watt</p> <p style="padding-left: 40px;"><b>Output Format:</b> Pure Sine Wave</p> <p style="padding-left: 40px;"><b>Input Voltage:</b> Minimum 120 V;</p> <p style="padding-left: 40px;"><b>Output Voltage:</b> Minimum 220 V</p> <p><b>Battery:</b> Tubular Technology Battery, <b>3 Nos. of 12v 150Ah@C20</b></p> <p><b>Operation Hours:</b> Atleast for four (4) hours of back up operation (for 2 Computers, 2 LaserJet multifunctional Printers, network equipment and 2 LED bulbs of 20W each and 2 ceiling Fan)</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of any defective parts of the Inverter and Battery. The SPA shall be responsible for the setup, maintenance and support for Inverter and Batteries installed at the PFCs.</p>	1
8.	Power Backup - 3.5KVA (1 Inverter & 4 Batteries)	<p><b>The SPA shall at the minimum arrange for UPS power backup equipment for four (4) hours:</b></p> <p><b>Inverter:</b></p> <p style="padding-left: 40px;"><b>Capacity:</b> Minimum 3.5 KVA</p> <p style="padding-left: 40px;"><b>Rated Power:</b> Minimum 2500 Watt</p> <p style="padding-left: 40px;"><b>Output Format:</b> Pure Sine Wave</p> <p style="padding-left: 40px;"><b>Input Voltage:</b> Minimum 120 V;</p> <p style="padding-left: 40px;"><b>Output Voltage:</b> Minimum 220 V</p> <p><b>Battery:</b> Tubular Technology Battery, <b>4 Nos. of 12v 150Ah@C20</b></p> <p><b>Operation Hours:</b> Atleast for four (4) hours of back up operation (for 6 Computers, 2 LaserJet multifunctional Printers, network equipment and 4 LED bulbs of 20W each and 3 ceiling Fan)</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of any defective parts of the Inverter and Battery. The SPA shall be responsible for the setup, maintenance and support for Inverter and Batteries supplied by the SPA.</p>	1
9.	Wireless Network Router – 4 LAN Ports	<p><b>Wireless Frequency Range 2.4 GHz to 2.497 GHz, Minimum 4</b> 10/100 LAN ports, one 10/100 WAN (Internet) port, IEEE 802.11n/g/b, 5dBi omni-directional External Antenna, Repeater mode.</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of any defective parts of the wireless router. The SPA shall be responsible for the setup, maintenance and support for wireless router installed at the PFCs.</p>	1
10.	Network Cables	<p><b>Atleast 5 meters long – Cat-6 Network cables with RJ45 connectors</b> at both the ends for networking the computers, printers &amp; internet</p> <p><b>Warranty:</b> 3 years warranty for the repair or replacement of any defective Network Cables. The SPA shall be responsible for setup, maintenance and support for network cables installed at the PFCs.</p>	1
11.	Internet Connectivity of atleast 4Mbps	<p><b>Internet Connectivity of atleast 4Mbps on monthly rental basis.</b> SPA shall have the full Autonomy for selection of the most advantageous Internet Service Provider at the location of each PFC.</p> <p>The SPA shall have the responsibility to install commission and maintain all necessary equipment required for providing the internet connectivity in the PFCs</p> <p>The SPA will <b>own</b> and shall be responsible for all hardware, software, licenses, and management of the Internet Connectivity. The SPA also will be responsible for the replacement and upgrades of all the equipment related to Internet Connectivity at the PFCs during the duration of the project.</p>	1



Sl.	Type of Machines	Minimum Requirement Specifications	Quantity
12.	<b>Remuneration of the PFC Operators</b>	<p><b>The SPA Shall provide Operators having Class12 pass</b> with IT certification/ Diploma from a reputed institute (at least 3 months' duration course) along with knowledge of Computer Hardware, Networking and MS Office or its equivalent, operation of web-based computer applications.</p> <p>Minimum 2 years of experience in an organization as computer assistant/operator from the date of passing the required qualification, and having good knowledge of English, and local language of the concerned Autonomous District Council areas is a must.</p>	<b>1</b>
13.	<b>Remuneration of the Team Leader</b>	<ul style="list-style-type: none"> <li>• Overall <b>10</b> years experience in IT Infrastructure support and maintenance projects from the date of passing the required Qualification.</li> <li>• Minimum of <b>5</b> years of experience as a Project Manager/team Leader</li> <li>• Experience in managing, planning, designing and implementing of IT Infrastructure support and maintenance projects</li> <li>• Experience in implementing quality assurance practices and policies in IT Infrastructure support and maintenance projects</li> <li>• Good experience in managing Teams, resources, coordination with the clients/ stakeholders of the project</li> <li>• Good experience on System and Network Administration.</li> <li>• Effective hardware and software problem solving abilities, Knowledge of open source Linux and windows operating system</li> <li>• Good Communication skills in English, Hindi and Assamese</li> </ul>	<b>1</b>
14.	<b>Remuneration of the Sr. System Administrator</b>	<ul style="list-style-type: none"> <li>• Overall <b>7</b> years experience in IT Infrastructure support and maintenance projects from the date of passing the required Qualification.</li> <li>• Effective hardware and software problem solving abilities, Knowledge of open source Linux and windows operating system,</li> <li>• Experience in in managing the configuration and operation of client-based computer operating systems, monitoring the system daily and respond immediately to security or usability concerns. Upgrading systems and processes as required for enhanced functionality and security issue resolution</li> <li>• Good Administration in infrastructure management, including firewalls, databases, malware protection software and other processes</li> <li>• Experience in Email account management, Access control and attendance system configuration for new and existing users. Skills on managing WAN/LAN/ Wireless Connectivity, Switch/ Router/ Firewall etc.</li> <li>• Good Communication skills in English, Hindi and Assamese</li> </ul>	<b>1</b>
15.	<b>Remuneration of the Sr. Network Administrator</b>	<ul style="list-style-type: none"> <li>• Overall <b>7</b> years experience in IT Infrastructure support and maintenance projects from the date of passing the required Qualification.</li> <li>• Planning, Installation and Commissioning, Involved in designing network layouts &amp; managing installation, configuration, commissioning and testing of complex network environment. Ensuring maintenance of complete network, inclusive of performance monitoring, day to day network operations, preventive &amp; corrective maintenance</li> <li>• Strong hands-on experience in Installation, Configuration and troubleshooting of Routers and Switches. Excellent knowledge in implementation and troubleshooting of security mechanisms such as IPSec, SSL, and VPN.</li> <li>• Effective hardware and software problem solving abilities, Good Knowledge of Linux and windows operating system</li> <li>• Good Communication skills in English, Hindi and Assamese</li> </ul>	<b>1</b>
16.	<b>Remuneration of the System &amp; Network Administrator (SNA)</b>	<ul style="list-style-type: none"> <li>• Overall <b>4</b> years experience in IT Infrastructure support and maintenance projects from the date of passing the required Qualification.</li> <li>• Effective hardware and software problem solving abilities, Good Knowledge of Desktop operating systems such as Linux and windows, Windows AD, Email account management, Access control and attendance system configuration for new and existing users. Skills on managing WAN/LAN/ Wireless Connectivity, Switch/ Router/ Firewall etc.</li> <li>• Good knowledge on System Security, Web and Internet Security, databases security, Antivirus, firewalls, malware protection software</li> <li>• Good Communication skills in English, Hindi and Assamese.</li> </ul>	<b>1</b>

Sl.	Type of Machines	Minimum Requirement Specifications	Quantity
17.	<b>Remuneration of the Helpdesk Operator</b>	<b>The SPA Shall provide HelpDesk Operator having Graduate degree with</b> <ul style="list-style-type: none"> <li>Overall 3 years experienced in call center for IT Infrastructure support and maintenance projects from the date of passing the required Qualification.</li> <li>Good Communication skills in English, Hindi and Assamese</li> </ul>	<b>1</b>
18.	<b>Remuneration of the Support Staff</b>	<b>The SPA Shall provide Support Staff having Graduate degree with</b> <ul style="list-style-type: none"> <li>Overall 3 years experienced as Office management and support staff / or similar from the date of passing the required Qualification. Having good IT Skills such as MS Word, Excel, web browser, internet, email etc.</li> <li>Good Communication skills in English, Hindi and Assamese</li> </ul>	<b>1</b>
19.	<b>Set up, management, maintenance, etc. cost for 1 (one) PFC items for 1(one) Month</b>	Set up, management, maintenance, etc. cost for 1 month for 1 PFC items mentioned in 11.(a).(i) which include: -2 (two) All-in-One Desktop plus two extra monitors/displays, -2(two) LaserJet MFP Printer, -2(two) USB Web Cam, -2(two) USB finger Print Reader, -1 (one) Wireless Network Router, -1 (one) UPS Power Backup-2.5KVA (1 Inverter + 3 Batteries), -2(two) PFC Operators, -1 (one) Internet Connectivity, - (shall also be expressed as a percentage of the total cost of the items above)	<b>1</b>
20.	<b>Insurance coverage charges for the equipment in 1 PFC for 1 Year</b>	Insurance coverage charge for Accidental Damage and Thefts for the Machines (Computer & Peripherals) to be provided and installed under this contract by the SPA in the PFCs. The items for 1 PFC will include: - 2 (two) All-in-One Desktop plus 2(two) extra monitors/displays, - 2(two) LaserJet MFP Printer, - 2(two) USB Web Cam, - 2(two) USB finger Print Reader, - 1 (one) Wireless Network Router, - 1 (one) UPS Power Backup-2.5KVA (1 Inverter + 3 Batteries) Insurance shall cover the items for 1(one) year	<b>1</b>
21.	<b>Insurance coverage charges for 1 Laptop for one Years</b>	Insurance coverage charge for Accidental Damage and Thefts for the 1 Laptop to be provided by the SPA under this contract for one years	<b>1</b>

**Note:** In case, the bidder/SPA does not quote any of the particulars/items mentioned above, the client shall reject the bid as non-responsive.

**2. Payment Terms & conditions shall be as provided in the Special Conditions of Contract (SCC) clause 6.4.1.**

**3. HelpDesk for PFC management:** The Service provider shall have to establish a ‘**Management-cum-HelpDesk Office**’ at **Guwahati** for the assignment, with a Toll Free number available from 9:30 AM to 5:30 PM on all working days with dedicated staff of qualified helpdesk operators. The SPA shall also provide an online system for registering any faults/issues in the PFCs. The system should have functionality to send automated emails to the client and the fault/issue registering person about the faults/issues registered in the system and also after its rectification.

**4. ARTPS Fee Collections:** Each of the PFC managed by the SPA shall have to collect the service fees from the citizens/applicants for every application under the ARTPS Act as per the Fee Structure already notified (and as amended) or to be notified by the State Government.

The citizens/applicants shall also have the option to make payment through cash or by debit card or by other digital payment as the Government decides. Acceptance of Credit Card for Payment by will be decided at later point of time. For payment of fees through debit card, the SPA has to use the POS (Point of Sale) machines in each of the PFCs linked to the account of the Government where ARTPS fee is to be deposited. POS Machines will be provided by the Client.

In case of receipt of fees in cash, the PFC operator shall handover the cash to the concerned Government Official designated by the State Government/ DeGS for each PFC. The concerned Government official will deposit the cash in the designated Bank Account of the State Government/DeGS.

Notwithstanding above, the modalities of fee collection by the PFC operators and depositing into the Government exchequer shall be finalized at the time of signing of contract agreement with the SPA, (in consultation with the Administrative Reforms & Training Department and the Finance Department).

5. **Printing Charges:** The printing charges for acknowledgement receipt shall be quoted by SPA. It shall be printed on A4 size in black ink only. The printing charges for acknowledgement will be paid by the client at actual. Other than the acknowledgement, any printing for the citizens may be charged to the citizens by the SPA. The SPA shall ensure that the printers are fully functional during the working days of the PFCs and the maintenance including the cost of paper and printer cartridges shall be taken care by the SPA.
6. **Locations of the PFCs:** The Locations of the PFCs are furnished below *[All the PFCs will be located in the Government/Autonomous Council owned office premises. In case of TBD (to be decided) locations, the PFCs will be within the district mentioned below and the final locations within the districts will be updated and included in the Contract Agreement to be signed with the selected SPA.]* **The locations of the PFCs shall be the Final Destination of the machinery to be supplied and installed, except for the machinery to be installed in the SPA's 'Management-cum-HelpDesk Office' at Guwahati.**

Location of PFCs
<b>1. Karbi Anglong District (13)</b>
1. Karbi Anglong (Diphu) DC Office
2. Bokajan SDO Office
3. Phuloni Circle Office
4. Silonijan Circle Office
5. Howraghat Block Office
6. Langsomepi Block Office
7. Lumbajong Block Office
8. Nilip Rongmongwe Block Office
9. Samelangso Block Office
10. Zirikinding - <b>TBD</b>
11. Chowkihola - <b>TBD</b>
12. Dillai - <b>TBD</b>
13. Diphu, DTO Office
<b>2. West Karbi Anglong District</b>
14. Hamren SDO Office
15. Donkamokam Circle Office
16. Rongkhang Block Office
17. Socheng Block Office
18. Chinthong Block Office
19. Amri Block Office
<b>3. Dima Hasao District (13)</b>
20. Dima Hasao (Haflong) - DC Office
21. Maibang SDO Office
22. Mahur Circle Office
23. Umrangso Circle Office
24. Diyung - Block Office
25. Diyungbra - Block Office
26. Harangajao - Block Office

Location of PFCs
27. Jatinga Valley - Block Office
28. New Sangbar - Block Office
29. Diyangmukh - <b>TBD</b>
30. Dehangi - <b>TBD</b>
31. Halflong, DTO Office
32. Halflong Municipal Corporation
<b>4. Kokrajhar District(10)</b>
33. Kokrajhar DC Office
34. Gosaigaon SDO Office
35. Dotoma Circle Office
36. Kachugaon Block Office
37. Titaguri Block Office
38. Serfanguri - <b>TBD</b>
39. Ultapani - <b>TBD</b>
40. Kokrajhar Sub Registrar
41. Gosaigaon Sub Registrar
42. Kokrajhar DTO Office
<b>5. Udalguri District (12)</b>
43. Udalguri DC Office
44. Bhergaon SDO Office
45. Harisingia Circle Office
46. Kalaigaon Circle Office
47. Khoirabari Circle Office
48. Mazbat Circle Office
49. Bechimari Block Office
50. Rowta Bloc Office
51. Dimakuchi - <b>TBD</b>
52. Lalpani - <b>TBD</b>
53. Udalguri Sub Registrar Office
54. Udalguri DTO Office

Location of PFCs
<b>6. Baksa District (15)</b>
55. Baska (Musalpur) DC Office
56. Tamulpur SDO Office
57. Salbari SDO Office
58. Goreswar Circle Office
59. Jalah Circle Office
60. Baganpara Circle Office
61. Tihu Circle Office
62. Barama Block Office
63. Dhomdhuma Block Office
64. Nagrijuli Block Office
65. Kumarikata - <b>TBD</b>
66. Bansbari - <b>TBD</b>
67. Musalpur Sub Registrar
68. Tamulpur Sub Registrar
69. Baksa DTO
<b>7. Chirang District (8)</b>
70. Chirang (Sidli) DC Office
71. Bijni SDO Office
72. Borobazar Block Office
73. Bengtal - <b>TBD</b>
74. Dadgiri - <b>TBD</b>
75. Runikhata - <b>TBD</b>
76. Bijni Sub Registrar Office
77. Dhaligaon, Chirang DTO Office

(TBD: To be decided)

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## **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"<sup>14</sup> 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"<sup>15</sup> 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"<sup>16</sup> 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"<sup>17</sup> 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 .

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<sup>14</sup> 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.

<sup>15</sup> 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.

<sup>16</sup> 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.

<sup>17</sup> 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 Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities
- 3.8.2 Correction for 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 SubClause 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**.
- 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:

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

$P_c$  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 pn 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 Dayworks forms as indicated in Sub-Clause 6.7.2

## 7. Quality Control

### 7.1 Identifying Defects

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

### 7.2 Correction of Defects, and Lack of Performance Penalty

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

## 8. Settlement of Disputes

### 8.1 Amicable Settlement

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

### 8.2 Dispute Settlement

8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.

8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.

8.2.3 The Adjudicator shall be paid 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 “ <b>in India.</b> ”
1.1(a)	The Adjudicator is <b>Sri M.C. Boro, Retired Commissioner &amp; Secretary, Public Works Roads Department , Government of Assam, at an hourly fee of INR 2500/- ( Indian Rupees Two thousand five hundred only )</b>
1.1(e)	The contract name is “ <b>Setting-up and Management of the Public Facilitation Centers (PFCs) in the seven districts of Assam covered under the Sixth Schedule Autonomous Councils for providing services under the ARTPS Act, 2012</b> ”
1.1(h)	The Employer is the <b>State Project Director, ARIAS Society, on behalf of the Commissioner &amp; Secretary to the Government of Assam, Administrative Reforms &amp; Training Department, Dispur, Guwahati-781006</b>
1.1(m)	The Member in Charge is _____ <i>(to be filled up at the time of signing of contract)</i>
1.1(p)	The Service Provider is _____ <i>(to be filled up at the time of signing of contract)</i>
1.2	The Applicable Law is: <b>Indian Laws</b>
1.3	The language is <b>English</b>
1.4	<p>The addresses are:</p> <p><b>Employer:</b></p> <p><b>State Project Director, Assam Citizen-Centric Service Delivery Project (ACCSDP)</b>  <b>Assam Rural Infrastructure and Agricultural Services (ARIAS) Society,</b>  <b>Agriculture Complex, Khanapara, G.S. Road, Guwahati-781022 (Assam, India)</b>  <b>website: www.arias.in</b>  <b>Telephone: +91 361-2332125,</b>  <b>Electronic mail address: spd@arias.in,</b></p> <p>The address of <b>Service Provider:</b></p> <p>_____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p><b>For the Employer: (1) State Project Director, ARIAS Society; (2) Authority of the District e-Governance Societies; and (3) any other Authority(ies) as may be added by the client during performance of the contract for administrative convenience.</b></p> <p><b>For the Service Provider:</b> _____</p>
2.1	The date on which this Contract shall come into effect is <b>date of signing of contract.</b>
2.3	<p>The Intended Completion Date of the contract is <b>thirty-six months or three (3) years from the date of signing the contract.</b></p> <p><b>The SPA shall have to complete setting up of the 77 PFCs and making them fully functional within maximum 8 Months from the signing of the contract agreement. However, if the SPA fails to establish atleast 50 PFCs within 6 months from the date of signing of agreement the client will 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.</b></p>
3.2.3	Activities prohibited after termination of this Contract are: <b>No machinery (computer &amp; peripherals) and other material / document pertaining to the contract shall be used without the specific written concurrence of the employer.</b>

3.4	<p><b>The risks and coverage by insurance shall be:</b></p> <p>(i) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of: <b>as per The Motor Vehicles Act, 1988 with amendments if any as on date ;</b></p> <p>(ii) employer's liability and workers' compensation insurance in respect of the Personnel of the service provider , in accordance with the relevant provisions of the <b>Applicable Laws of India</b>, as well as life, health, accident, travel or other insurance in respect of such Personnel as may be appropriate as per applicable laws; and</p> <p>(iii) professional liability insurance, with a minimum coverage equivalent to the Contract amount</p> <p>(iv) <b>Insurance for the machinery (computer &amp; peripherals) supplied &amp; installed by the SPA, with a minimum coverage equivalent to 1.5 times the amount quoted by the SPA for the machinery.</b></p>
3.5(d)	<p>The other actions: <b>Any substitutions or inclusions of the proposed staff should be sent for prior approval by the employers or his authorized agent (as directed) with proper justification.</b></p>
3.8.1	<p><b>The Liquidated Damage (LD) for failing to setup 77 PFCs and making them fully functional within maximum 8 Months from the signing of the contract agreement OR if the SPA fails to setup &amp; establish atleast 50 PFCs within 6 months from the date of signing of agreement would be at the rate of 0.5 percent (0.5%) per day for the delay after 6 months from the date of signing of the contract agreement.</b></p> <p><b>The maximum amount of liquidated damages for the whole contract is 10% of the total contract price.</b></p> <p><b>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.</b></p>
3.8.3	<p><b>Lack of Performance shall be measured by the criteria given for the Service Level Agreement (SLA) provided in Annex-1 of the Activity Schedule the Activity Schedule and payment to the SPA shall be linked to the Achievement of the SLA by the SPA.</b></p>
3.9	<p>The <b>performance security</b> shall be <b>10%</b> of the contract value to be furnished <b>in the form of an unconditional Bank Guarantee</b> in the form provided in the bidding document or another form acceptable to the Purchaser.</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	<p>The assistance and exemptions provided to the Service Provider are: <b>NIL</b></p>
6.2(a)	<p>The amount in local currency is <b>INR (Indian Rupees)</b></p>
6.2(b)	<p>The amount in foreign currency or currencies is ..... <i>(to be filled up at the time of signing the contract agreement)</i></p>
6.4	<p><b>Terms &amp; Conditions of Payment:</b></p> <p><b>6.4.1</b> Payment to foreign firms shall be made in the currency of the contract through irrevocable confirmed Letter of Credit (LC) opened in favor of the Supplier in a bank in its country, upon submission of documents specified in SCC 6.4.2 and SCC 6.4.3 below. Payment of local currency portion of the contract shall be made only in Indian Rupees through electronic banking mode.</p> <p><b>6.4.2</b> <b>Advance Payment</b> for Mobilization, Machinery and Supplies shall be made as per the following norms:</p> <p>(a) <b>Ten percent (10%)</b> of the Contract Price shall be paid as <b>interest free advance</b> after signing of the contract, within <b>30 (thirty) Working days</b> from the date of submission of a Bank Guarantee (BG) equivalent to the amount and in the currency in which advance</p>



payment is sought.

- (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).
- (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 30 (thirty) 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 30 (thirty) months.
- (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%.
- (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 by the Client.
- (f) After the end of each calendar month, the Service Provider Agency (SPA) shall submit its bill/invoice for the data validated by the Data Qualification Consultant (An organization, Consultant or Agency) on the basis of rates determined in the manner provided in SCC 6.4.2 below, to the said Consultant who after verification and indicating deductions due from the payment will forward the certified bill to the Employer for arranging payment. The Employer shall make payment within **30** (thirty) days of the date of receipt of bill by the Data Qualification Consultant

#### **6.4.3 Interim Payments:**

- (a) The SPA shall submit PFC wise monthly bills (both soft & hard copy) to the client or his Authorized Agent which are commissioned and made fully operational by the SPA. Payment shall be made by the client or his Authorized Agent.
- (b) The bills shall be raised PFC wise & District Wise and the bills shall have to be certified by the *Authority of the DeGS/ Deputy Commissioner or his authorized agent*. The bills shall be accompanied by the necessary relevant vouchers which shall also have to be duly certified as cited above. The format of the bill will be provided by the client at the time of signing the contract agreement.
- (c) The payment by the client or his Authorized Agent shall be based on the achievement of SLAs by the SPA defined in this Activity Schedule.
- (d) Payment to the SPA for the Remuneration of PFC Operators and the Internet Connectivity based on the achievement of the SLA shall be made by the client through the respective Authority of the DeGS on a **monthly** basis. However, the payment to the SPA for other elements of the contract agreement will be made by the client on **quarterly** basis based on the achievement of the SLA by the SPA.

#### **Note:**

(1) 15% of the remuneration of the PFC Operators shall be linked to the achievement of the SLA for the average time taken to submit a RTPS application by the PFC Operator and 10% of the remuneration of the PFC Operators shall be linked also the attendance of the PFC Operator.

(2) 100% of the connectivity shall be linked to the achievement of the SLA for the average time taken to submit a RTPS application by the PFC Operator and also the attendance of the PFC Operator

#### **(e) Verification Protocol of SLAs/bills before releasing Payment:**

- i) The payment for the Remuneration of PFC Operators and the Internet Connectivity shall be based on the achievement of the SLA.
- ii) For the payment to the SPA for other elements of the contract, the monthly SLA Achievement Reports and Bills submitted for each PFC by the SPA shall be reconfirmed by the client with the authority of the District e-Governance Society (DeGS). In case of contradiction from the DeGS, the payment for the concerned PFC/bill will be held up till it is resolved with the DeGS and SPA.

iii) **Verification protocol of the SLA Achievements Report submitted by the SPA:**

Sl.	SLA Items	Verification Process	Score of the SPA as per SLA
1	Machines (Computer & Peripherals)	Verify with the Data collected for the machines at the PFCs by NMS/ Remote Monitoring Software	
2	Average time taken to submit an RTPS application in a month	RTPS Portal Data/NMS/ Remote Monitoring Software	
3	Printing Charges for Acknowledgement	Verify with the record maintained at the RTPS portal for the PFC	

**Note:** In case the discrepancy between the data provided by the NMS or by the equivalent software and data mentioned in the bills of the client is within 10%, the discrepancy will be ignored. However, if the difference is over 10%, the authority of the District e-Governance Society will do a random/impromptu verification in the PFC for compliance of the concerned SLA in presence of the PFC Operators and the data that would emerge from NMS/Monitoring Software at that point of time shall be applicable.

iv) The bill shall be verified by the Authority of the DeGS. The process for verification of the SLA Achievements Report and Bills shall be completed within **fifteen (15) working** days after receipt of the reports and the bills from the SPA and subject to confirmation of no-issues, the Payment shall be made by the client within **fifteen (15) working** days thereafter. If the issues are not resolved or settled within 45 days from the date of receipt of the reports and the bills from the SPA, the matter shall be brought under adjudication.

(f) **Payment for Supply & installation of the Machines (Computers & Peripherals):**

i) **Seventy percent (70%) of the payment for the supply of the Machines [computers & peripherals mentioned in the Activity Schedule]** be made in accordance with the provisions of the contract agreement subject to the following compliance *viz.*

- installation of 2 computers along with peripherals defined in this Activity Schedule including UPS and Antivirus Software & NMS/Monitoring software as per given specifications, along with availability of the 2 PFC Operators and the Internet Connectivity of **4 Mbps** at each PFCs;
- invoice for the machines etc. is submitted by the SPA to the client in accordance with the Activity Schedule;
- the PFC Set-up including the machines, connectivity, operators etc. is verified by the UAT committee constituted pursuant to the provisions in this Activity schedule.
- Insurance for accidental & liquid damage and theft protection of the computers and peripherals have been covered

ii) **The balance Thirty percent (30%) of the payment for the supply the Machines (computers & peripherals) will be paid by the client over a period of 36 months and shall be linked to the following SLA:**

- The machines (computers & peripherals) shall be maintained by the SPA. The performance shall be checked by the Client regularly and any machines which do not fulfill the requirements shall be replaced by the SPA with the same configuration mentioned in Activity Schedule;
- There should be no unplanned downtime for more than 30 minutes during 9:30 AM to 5:30 PM of working days; Any schedule maintenance & downtime shall be informed properly to the client;

iii) If there are any problems or issues with the machines (computer, printers, etc.), the issue/problem shall be logged immediately and it shall be fixed or replaced within 2 (two) working days;

- Down time due to force majeure like earthquake, natural calamities, floods, riots etc. will be excluded while calculating the downtime of machines.

- The availability of Machines (computer & peripherals) in a PFC shall be calculated on monthly basis based on the daily availability report captured in the NMS or monitoring software during the working days of the PFCs. The NMS shall capture the availability on 8 instances on daily basis.
- SLA matrix for Machines (Computer & Peripherals):

Availability of Computers & Peripherals at each PFCs for 8 Hours between of 9:30AM to 5:30PM of working days as per report captured in NMS	Score
Average Availability of 98.00% or More of 8 Hours	1.0
Average Availability of 90.00% to 98.00% of 8 Hours	0.9
Average Availability of 80.00% to <90.00% of 8 Hours	0.8
Average Availability of 70.00% to <80.00% of 8 Hours	0.7
Average Availability of 60.00% to <70.00% of 8 Hours	0.6
Average Availability of 50.00% to <60.00% of 8 Hours	0.5
Average Availability of 40.00% to <50.00% of 8 Hours	0.4
Average Availability of 30.00% to <40.00% of 8 Hours	0.3
Average Availability of 20.00% to <30.00% of 8 Hours	0.2
Average Availability of < 20% of 8 Hours	0.0 (no Payment)

- Payment: (30% of the remaining amount of the quoted price by SPA/ 36 months)x the SLA score given by the NMS/Monitoring Software.
- In case the discrepancy between the data provided in the invoices/bills by the SPA and that of the NMS/Monitoring Software is within 10%, the discrepancy will be ignored. However, if the difference is over 10%, the authority of the District e-Governance Society will do a random/impromptu verification in the PFC for compliance of the concerned SLA in presence of the PFC Operators and the data that would emerge from NMS at that point of time shall be applicable.

- (g) **Time required for submitting RTPS application at the PFC Desk:** The time taken for submitting each application will be recorded in the ARTPS Portal/other application provided by the client. The ARTPS Portal/other application will have a functionality to calculate and record the time consumed for submitting an application by the operators. The calculation will start from the opening of the application form and clicking “submit” button to submit the application. The calculation will include the scanning of the prerequisite documents.

The average time required for submitting application shall be calculated on a monthly basis based on the daily report captured by the ARTPS Portal.	
Total number of minutes consumed for submission of the applications in a day/ Total number of application submitted in a day	Score
30 Minute	1.0
35 Minute	0.8
40 Minute	0.6
> 45 Minute	0.5

**Note:** Down time of computer/internet connectivity due to force majeure conditions like earthquake, natural calamities, floods, riots etc. will be excluded while calculating the down time.

**This SLA will be linked for payment for the remuneration of the PFC Operators**

- (h) **Payment for the Remuneration of the Operators of a PFC:** Payment for the remuneration of the Operators of each PFC shall be paid by client or by the authorized agent of the client on monthly basis and it is based on the following SLA:
- The two (2) PFC Operators shall attend the respective PFCs from 9:30AM to 5:30PM on all working days of the Autonomous Councils/ State Government.
  - For any leave beyond two (2) days by any PFC Operator, the SPA shall have to provide an alternate Operator with same qualification & experience. No concurrent leave shall be granted by the SPA for both the PFC operators of a PFC.
  - Replacement of any PFC Operator (due to leave or attrition) by the SPA shall be done with specific approval of the client/authority of District e-Governance Society (*DeGS*).
  - The availability of PFC Operator shall be calculated on a monthly basis (*on all working days of the State Government/Autonomous Councils*) based on the daily attendance report captured in the Network Management Systems/Monitoring

Software through the Biometric devices installed in the computers in the PFCs by the SPA.

- v) The Service Center Operator shall login before 9:30AM and logout after 5:30PM.
- vi) SLA Matrix for payment by Client for PFC Operators:

Availability % the PFC Operator at the PFC out of the 8 working hours from 9:30AM to 5:30PM on the working days of a month	Score
90.00% or more	1.0
80.00% to <90.00%	0.9
70.00% to <80.00%	0.8
60.00% to <70.00%	0.7
50.00% to <60.00%	0.6
40.00% to <50.00%	0.5
<40.00%	0.0 (No Payment)

- vii) Client reserves the right to direct the SPA to replace any PFC Operator, without assigning any reason, if the performance of the Operator is not satisfied as per report submitted by the Authority of District e-Governance Society (*DeGS*).
- viii) In case the discrepancy between the data provided by the SPA and that of the NMS/Monitoring Software is within 10%, the discrepancy will be ignored. However, if the difference is over 10%, the authority of the District e-Governance Society will do a random/impromptu verification in the PFC for compliance of the concerned SLA and the data that would emerge at that point of time shall be applicable.

(i) **Payment for the Remuneration of the Team Leader, Sr System Administrator, Sr Network Administrator, System & Network Administrator, Helpdesk Operator and Support Staff:** Payment for the remuneration of the **Team Leader, System and Network Administrator, Helpdesk Operator and Support Staff shall be paid by the client** on Quarterly basis and it is based on the following SLA:

- i) The **Team Leader, System and Network Administrator, Helpdesk Operator and Support Staff** shall attend the respective office/designated work place from 9:30AM to 5:30PM on all working days of the Autonomous Councils/ State Government.
- ii) For any leave beyond two (2) days by any resources, the SPA shall have to provide an alternate resource with same qualification & experience.
- iii) Replacement of any resources (due to leave or attrition) by the SPA shall be done with specific approval of the client/authority of District e-Governance Society (*DeGS*).
- iv) The availability of resources shall be calculated on a monthly basis (*on all working days of the State Government/Autonomous Councils*) based on the daily attendance report captured in the Appropriate Monitoring Software to be provided by the client through the Biometric devices installed in their respective computers.
- v) The resources shall login before 9:30AM and logout after 5:30PM.
- vi) SLA Matrix for payment by Client for resources:

Availability % the resources out of the 8 working hours from 9:30AM to 5:30PM on the working days of a month	Score
90.00% or more	1.0
80.00% to <90.00%	0.9
70.00% to <80.00%	0.8
60.00% to <70.00%	0.7
50.00% to <60.00%	0.6
40.00% to <50.00%	0.5
<40.00%	0.0 (No Payment)

- vii) Client reserves the right to direct the SPA to replace any resource, without assigning any reason, if the performance of the Operator is not satisfied as per report submitted by the Authority of District e-Governance Society (*DeGS*).
- viii) In case the discrepancy between the data provided by the SPA and that of the NMS/Monitoring Software is within 10%, the discrepancy will be ignored. However, if the difference is over 10%, the authority of the District e-Governance

	<p>Society or authorized person/committee by the SPD will do a random/impromptu verification for compliance of the concerned SLA in and the data that would emerge at that point of time shall be applicable.</p> <p>(j) <b>Payment for the cost of Set up, management, maintenance, etc.:</b> Payment for the set up, management, maintenance, etc. cost shall be made by the client based on percentage of the sub-total of the cost for Machines plus Internet Connectivity plus Remuneration of the resources quoted by the bidder/SPA.</p> <p>(k) <b>Payment for the Printing Charges:</b> Payment for the printing of acknowledgement receipt shall be made by the client through the DeGS on monthly basis based on total number of application receipts submitted at each PFC.</p> <p>(l) <b>Payment for Insurance Coverage:</b> Payment for the insurance coverage for Machines (computers &amp; peripherals) including power backup equipment for each PFC shall be made by the client after submission of the original insurance documents to the client by the SP.</p>
6.5	<p><b>Payment shall be made within 30 (thirty) WORKING days</b> after receipt of the bill/ invoice submitted by the SPA along with the relevant documents specified in the Activity Schedule. However, the <b>final payment shall be made by the Client within 60 (sixty) WORKING days</b> 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><b>In case of delayed payments following interest rates shall apply:</b> 6% per annum for payments in Indian Rupees; and LIBOR +2% per annum for payments in other currencies.</p>
6.6.1	<p><b>Replace 6.6.1 with the following:-</b></p> <p><b>Price adjustment shall Not Applicable for the machinery (computer &amp; peripherals) supplied under the contract and the Operational cost of the assignment. Price adjustment shall also Not be Applicable for the cost quoted by the SPA for the Remuneration of the staff (including for management the staff and the PFC Operators) during the first 12(twelve) months of the contract.</b></p> <p>However, in the event of the continuation of the contract after the first <b>12(twelve) months</b>, price adjustment <b>for the Remuneration part of the assignment</b> in the <i>foreign and local</i> currency shall be adjusted as follows:</p> <p><b>Remuneration paid in foreign currency</b> shall be adjusted every 12 months (and, 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> $R_f = R_{fo} \times \frac{I_f}{I_{fo}} \quad \{ \text{or} \quad R_f = R_{fo} \times [ 0.1 + 0.9 \frac{I_f}{I_{fo}} ] \}$ <p>where <math>R_f</math> is the adjusted remuneration, <math>R_{fo}</math> is the remuneration payable on the basis of the rates set forth in the contract agreement for remuneration payable in foreign currency, <math>I_f</math> is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect, and <math>I_{fo}</math> is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.</p> <p><b>Remuneration paid in local currency</b> pursuant to the rates set forth in the contract agreement shall be adjusted every <b>12 months</b> (and, for the first time, with effect for the remuneration earned in the <b>13th</b> calendar month after the date of the Contract) by applying the following formula:</p> $R_l = R_{lo} \times \frac{I_l}{I_{lo}} \quad \{ \text{or} \quad R_l = R_{lo} \times [ 0.1 + 0.9 \frac{I_l}{I_{lo}} ] \}$ <p>where <math>R_l</math> is the adjusted remuneration, <math>R_{lo}</math> is the remuneration payable on the basis of the rates set forth in contract agreement for remuneration payable in local currency, <math>I_l</math> is the official index for salaries in the Employer's Country for the first month for which the adjustment is to have effect and, <math>I_{lo}</math> is the official index for salaries in the Employer's Country for the month of the date of the Contract.] <b>[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]</b></p> <p><b>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.</b></p>

	<b>The staff remuneration rates shall not be less than minimum wage rate fixed by the Government of Assam for skilled workers, which is revised every year by the Government of Assam based on based on the “ Consumer Price Index”.</b>
<b>7.1</b>	<b>The principle and modalities of inspection by the client for the machinery (computer &amp; peripherals) supplied &amp; installed and the Services provided by the SPA shall be: As per provisions in the Activity Schedule.</b> <b>The Defects Liability Period for the machinery (computer &amp; peripherals) supplied and installed shall be for the duration of the contract period of 3 (three) years from the date of signing of the contract.</b>
<b>8.2.3</b>	<b>The Adjudicator is Sri M.C. Boro, Retired Commissioner &amp; Secretary, Public Works Roads Department , Government of Assam, at an hourly fee of INR 2500/- ( Indian Rupees Two thousand five hundred only ) .</b>
<b>8.2.4</b>	<b>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.</b>
<b>8.2.5</b>	<b>The designated Appointing Authority for a new Adjudicator is Senior Most Secretary of the Administrative Reforms &amp; Training Department, Government of Assam.</b>

**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]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

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

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

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

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

<sup>2</sup> *Insert the date twenty-eight days after the expected completion 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]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of 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.**

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