UTTAR PRADESH BHUMI SUDHAR NIGAM

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NATIONAL COMPETITIVE BIDDING FOR SELECTION OF SERVICE PROVIDER TO PROVIDE PERSONNEL FOR UPSLRIIIP

BID REFERENCE	: 05 /2016-17
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	: 27.09.2016
LAST DATE FOR SALE OF BIDDING DOCUMENT	: 27.10.2016
PRE-BID MEETING	: 13.10.2016 at 16:00 hours IST
LAST DATE AND TIME FOR RECEIPT OF BIDS	: 28.10.2016 at 15:00 hours IST
TIME AND DATE OF OPENING OF BIDS	: 28.10.2016 at 15:30 hours IST
PLACE OF OPENING OF BIDS	: Uttar Pradesh Bhumi Sudhar Nigam TC/19V Bhumitra Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow- 226010, U.P. (India)
ADDRESS FOR COMMUNICATION	: Uttar Pradesh Bhumi Sudhar Nigam TC/19V Bhumitra Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow- 226010, U.P. (India)

NATIONAL COMPETITIVE BIDDING FOR SELECTION OF SERVICE PROVIDER TO PROVIDE PERSONNEL FOR UPSLRIIIP

SECTION I. INVITATION FOR BIDS (IFB)

Date : 27.09.2016

Credit No. : 4640-IN

IFB No. : 05/2016-17

1. The Government of India has received a Credit (Credit No. 4640-IN) from the International Development Association in various currencies towards the cost of U.P. Sodic Lands Reclamation III project and it is intended that part of the proceeds of this credit will be applied to eligible payments under the contracts for which this Invitation for Bids is issued.

2. **The Managing Director, Uttar Pradesh Bhumi Sudhar Nigam** invites sealed bids from eligible bidders for **the services as a Service Provider for availability of personnel for day-to-day work for UPSLRIIIP executed by Uttar Pradesh Bhumi Sudhar Nigam (UPBSN) as below:-**

Sl. No.	Name of the Post	No. of posts	Essential Qualification	Preferable Qualification	Experience	Skill qualification	Place of posting
1	Sr. Deputy Manager (Co-ordination) Govt of India and World Bank	1	Graduate	General Skill of Computer operation	5 Years in relevant field		HQ
2	Executive (Marketing)	1	Graduate & Diploma in Marketing	General Skill of Computer operation	5 Years Experience in Agriculture Marketing		HQ
3	Executive (PMC)	1	Post Graduate in Social Science or Equivalent	Post Graduated Diploma in Village Development, General Skill of Computer operation	3 Years Experience in related field		HQ
4	Executive (Procurement)	1	Graduate along with minimum 5 years experience of UPSLR I & II or Graduate Economics or B. Comm. Or BBA	MBA (Marketing) with General Skill of computer operation	Experience in related field		HQ

5	Executive (Media)	1	Post Graduate & Diploma in Print media and mass communication or Equivalent Diploma or Experience in this Field.	Knowledge of computer	3 years in related Field		HQ
6	Dy. Manager **(Ag.)**	26	Bsc. (Ag.) (Only for Retired persons of Agriculture, Horticulture & A.H. Department)	Diploma in soil conservation & Knowledge of computer	Exp. Of Sodic-Ist & Sodic-2nd project Or 5 years experience in soil conservation		DPU
7	Steno	5	Graduate, Shorthand (Hindi) 80 W/m & English Typing 30 W/m, Hindi Typing 25 W/m	General Skill of computer operation	One year experience of stenography		HQ/ DPU
8	Computer Operator/ Data Entry Operator	12	Graduate and PGDCA	MCA/BE	03 (Three) years experience in relevant work	Should have proficiency in Power Point Presentation , Tally accounting software using, MS Word, MS Excel, Data entry, Internet Surfing, application of different software use in office as MS Project, Document Imaging and Scanning etc.	HQ/ Any project unit
9	Statistician-cum-Computer	1	Graduate (Statistics/ Agriculture Statistics/ Mathematics/ Economics/ Agriculture Economics/ Commerce)	General Skill of computer operation	Experience in related field		HQ
10	Librarian	1	Graduate in Bachelor of library	General Skill of computer operation	03 years experience in relevant work		HQ
11	Electrician	1	Class 8th passed and ITI certificate	Electricity safety license	5 years in relevant field		HQ

12	Assistant/ Junior Assistant	2	Graduate and Typing	Knowledge of working on computer	02 (Two) years experience in relevant work	Should know working on computer along with ability to type in Hindi and English font with minimum speed	Any project unit
13	Driver	6	Class VIII passed and possessing commercial license		05 (Five) years experience of driving vehicle	A healthy with good height having knowledge of driving vehicle especially Government Vehicles is required.	Any project unit
14	A.C. Operator	1	High School with ITI,	AC operation certificate	05 (five) years in relevant field	Should know proper operation and maintenance of AC Plant and AC	Head Office
15	Lift Operator	2	High School with ITI,	Certificate of Lift (Elevator) operation	05 (five) years in relevant field	Should know Operation of Lift(Elevator), a person having courteous and polite nature is required.	Head Office
16	Sub Station Operator	1	High School with ITI,	Certificate of operation of Sub Station	05 (five) years in relevant field	Should well acquainted with operation module of Electric Sub station and Generator operation	Head Office
17	Tube-well Operator	1	High School with ITI,	-	2 (Two) years experience in relevant field	Should know proper operation and maintenance of tube-well.	Head Office
18	Plumber	1	High School with ITI,	-	2 (Two) years experience in relevant field	Should know plumbing work	Head Office

19	Carpenter	1	Class VIII passed	-	5 years experience in relevant field	Should be well acquainted for maintenance and repairing of furniture	Head Office
20	Fourth Class	42	Class VIII passed.		2 (Two) years working experience in relevant field	Should know cycling.	Any Project unit & Head Office
21	Security Guard	70	High School and cycling	Intermediate	2 (Two) years experience in relevant work	Cycling	Any Project unit & Head Office

3. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of the **Managing Director, Uttar Pradesh Bhumi Sudhar Nigam, TC/19V Bhumitra Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow- 226010, U.P. (India) from 09:30 AM to 06:00 PM,** in all working days.

4. A complete set of bidding documents may be purchased by any interested eligible bidder on the submission of a written application to the above office addressed to **Joint Managing Director, Bhu-Mitra Bhawan, TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow-226010** and upon payment of a non-refundable fee as indicated below in the form of a Demand Draft/Pay Order in favour of **Managing Director, UPBSN**, payable at **Lucknow or Cash deposited to the cashier UPBSN.**

5. The provisions in the Instructions to Bidders and in the General Conditions of contract are based on the provisions of the World Bank Standard Bidding Document April 2007: The features of May 2004, revised October 2006, May, 2010 and January, 2011. Procurement Guidelines of the World Bank have been incorporated. - Procurement of Non Consultant Services.

6. The bidding document may be obtained from the office of **Managing Director, UPBSN from 09:30 AM to 06:00 PM** on all working days either in person or by post.

(a) Price of bidding document (non-refundable) : **Rs 1000/- (Rs One Thousand Only)**
(b) Postal charges, inland : **Rs 200/- (Rs Two hundred Only)**
(c) Postal charges, overseas : NA
(d) Date of commencement of sale of bidding document : 27.09.2016
(e) Last date for sale of bidding document : 27.10.2016
(f) PRE-BID Meeting : 13.10.2016 at 16:00 hours IST
(g) Last date and time for receipt of bids : 28.10.2016 at 15:00 hours IST

(h)	Time and date of opening of bids	:	28.10.2016 at 15:30 hours IST
(i)	Place of opening of bids	:	Uttar Pradesh Bhumi Sudhar Nigam TC/19V Bhumitra Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow- 226010, U.P. (India)
(j)	Address for communication	:	Uttar Pradesh Bhumi Sudhar Nigam TC/19V Bhumitra Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow- 226010, U.P. (India)

7. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above. The bid security amount will be **Rs 1,00,000.00 (Rs One Lakh only).** The entire proposal will be evaluated as single package on basis of service charge proposed. **Unit cost cannot be lesser than minimum wages as applicable from time to time during the period of contract. The bid should be in compliance to all statutory laws.**

8. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.

9. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

10. The address referred to above is : Managing Director, U.P.Bhumi Sudhar Nigam Bhumitra Bhawan, TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow-226010, U.P. (India), Phone : 091-0522-2720050, 2720428, 2721206, Fax No. 091-0522-2720416, 417, E-mail- upbsnhq@upbsn.org

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Part I – Bidding Procedures

Section I. Instructions to Bidders

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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 service provider and their subservice provider under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. 1 In pursuance of this policy, the Bank: (a) defines, for the purposes of this provision, the terms set forth below as follows: (i) "corrupt practice"2 is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

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

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

	(ii) "fraudulent practice"3 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"4 is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; (iv) "coercive practice"5 is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (v) "obstructive practice" is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines. (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; (c) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive,

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

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

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

	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, service provider 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 sub service provider) 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 profit and loss statements and auditor's reports for

	the past five years; (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources); (h) authority to the Employer to seek references from the Bidder's bankers; (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price. 5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**: (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner; (b) the Bid shall be signed so as to be legally binding on all partners; (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement; (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge. 5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria: (a) annual volume of Services of at least the amount **specified in the BDS;**

	(b) experience as prime service provider 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 4.4(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. Sub service provider' 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 sub service provider 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	7.1The Bidder shall bear all costs associated with the preparation 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 Documents

9. Content 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 Section VII Special Conditions of Contract 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 Documents	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 Sec. III); (b) Bid Security; (c) Priced Activity Schedule; (d) Qualification Information Form and Documents; (e) Alternative offers where invited; and any other materials required to be completed and submitted by bidders, as **specified in the BDS**. 13.2 Bidders bidding for this contract together with other contracts

	stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract
14. Bid Prices	14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder. 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of
	Reference), 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	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

Payment	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 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 (or Terms of Reference) 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 Sub-Clauses 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 two inner envelopes and one outer envelope, duly marking the 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 Sub-Clause 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 Day work 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 s**pecified 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 Terms of Reference) 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

Instructions to Bidders Clause Reference

A. General	
1.1	The Employer is Uttar Pradesh Bhumi Sudhar Nigam, TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow – 226010 (U.P.) The name and identification number of the Contract is .....
1.2	The Intended Completion Date is UTTAR PRADESH SODIC LAND RECLAMATION THIRD PROJECT PERIOD i.e. **up to December 29, 2017.**
2.1	The Borrower is Uttar Pradesh Bhumi Sudhar Nigam The Project is U.P. Sodic Land Reclamation III Project The credit number is 4640-IN
5.2	Prequalification has not been undertaken.
5.3	The Qualifications are as follows and details are to be submitted on **Qualification Information Format** provided with the Bid Document: 1. Copy of original documents defining the constitution or legal status, place of registration, and principal place of business; 2. Written power of attorney of the signatory of the Bid to commit the Bidder; 3. Notary affidavit on the Non Judicial stamp paper of Rs 10.00 (Rs Ten Only) to be submitted as per format of affidavit provided in the Bid Document. 4. Total monetary value of similar Services performed and total value received against personnel provided to different organization/s for each of the last five years; 5. Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources); 6. Authority to the Client to seek references from the Bidder's bankers; 7. Experience in Services of a similar nature and size for each of the last five years, names and address of clients who may be contacted for further information on those contracts; 8. Employees Provident Fund Registration, Employees State Insurance Registration, Permanent Account Number, Service Tax Registration Number, Details of Registration with the Labour Commissioner. 9. Bid Security of Rs. 1,00,000 in the form of Bank Guarantee.
5.4	*Bids for joint venture is not allowed.*
5.5	The qualification criteria are as follows*:* The bidder should be in the similar business for the minimum period of 5 years (financial year 2010-11 to 2014-15).

5.5(a)	Service provider must have turnover of 50 Lakh per annum of any **One** Year of last five year.
5.5(b)	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during last two years of a contract to provide personnel to different Government/ Semi- Government organizations/ Institutions in last five years. **(Please provide information on Experience Information Format provided with Bid Document).**
5.5(c)	Service provider must have provided 100 personnel per day of different categories to different organization/s in any one year of last three years i.e. from financial year 2012-13 to 2014-15 **(Please provide information on Experience Information Format provided with Bid Document).**
5.5(e)	Deleted
5.6	Deleted
B. Bidding Data	
9.2 and 19.1	02 (two) number of copies of the Bid to be completed and returned by stipulated date and time in Bid Document and in Advertisement.
C. Preparation of Bids	
12.1	Language of the bid: English
13.1	The additional materials required to be completed and submitted are: not applicable.
14.4	Rate and prices quoted by the bidder shall not be subject to adjustment during the performance of the contract except the payment made in lieu of EPF, ESI and taxes as applicable from time to time. Escalation clause shall not be accepted on any ground during the period the contract agreement is in force except whenever the same is required to be allowed keeping in view the revision of rate of minimum wages (in compliance with the provision of Minimum Wages Act) as notified by the Government of Uttar Pradesh from time to time or revision of wages made by the order of Government of Uttar Pradesh.
14.5	The LUMP SUM price read as "THE PRICE"
15.1	The LUMP SUM price read as "THE PRICE"
15.1(a)	Local inputs shall be quoted in Indian Rupee.

16.1	The period of Bid validity shall be 120 days after the deadline for Bid submission specified in the BDS.
17.1	The Bidder shall provide Bid Security as specified in ITB 17.2. The bid securing declaration is not acceptable.
17.2	The amount of Bid Security shall be Rs.1,00,000.00 (Rs. One Lakh Only) or equivalent amount in a freely convertable currency. Bid Security will be in the form of Bank Guarantee (issued by a scheduled Bank) or Demand Draft in favour of the Client.
18.1	Alternative bids shall not be *permitted*.
18.2	Alternative times for completion shall not be *permitted*.
18.4	Alternative technical solutions shall not be permitted.
D. Submission of Bids	
20.2	The Employer's address for the purpose of Bid submission is Managing Director, Uttar Pradesh Bhumi Sudhar Nigam, TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow – 226010 (U.P.) For identification of the bid the envelopes should indicate: Contract: **Service Provider to Provide Personnel for UPSLRIIIP** Bid Number:- 05/2016-17
21.1	The deadline for submission of bids shall be October 28, 2016 at 15:00.
E. Bid Opening and Evaluation	
24.1	Bids will be opened at **15:30 of the day October 28, 2016** at the following address Uttar Pradesh Bhumi Sudhar Nigam, Bhumitra Bhawan, TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow – 226010 (U.P.)
29.1	Currency chosen for the purpose of converting to a common currency: Indian Rupees. Source of exchange rate: State Bank of India, BC Selling and exchange rate. Exchange rate date. date of bid opening

F. Award of Contract

32.1	The sum of amount of wages including service charge quoted by the bidder shall be the criteria for selection and the contract shall be awarded to the lowest evaluated qualified bidder. In case of tie among the bidders the contract will be awarded to the bidder having more experience (in number of years) of providing personnel in

	Government Organization/s. In case of further tie, the contract shall be provided to the firm which has higher average turn-over during last five financial years (2010-11 to 2014-15).
35.0	The Performance Security acceptable to the Employer shall be in the amount of Rs. 10,00,000.00 (Rupee Ten Lakh) and in the form of Bank Guarantee.
36.1	No advance payment shall be made. The payment shall be made in accordance to Part II-Activity Schedule, Section V, Role and Responsibilities of Service Provider Para 21. The payment of employer's contribution of EPF and ESI installment applicable shall be raised in the monthly wages bill against personnel deployed in that particular month by the service provider, which shall be paid by the client. The service provider shall deposit the amount deducted from the employee and employer's contribution of EPF, ESI installment applicable before the concerned departments within stipulated time by the service provider and shall submit the certificate of payment to the client. In case deducted amount of EPF from wages of personnel and employer's contribution not deposited repeatedly (up to three times) to the concerned department within stipulated time by the service provider, the client will have the right to terminate the contract and forfeit the performance security.
37.1	The Adjudicator proposed by the Employer is Sri R. K. Mittal Ex. Agriculture Production Commissioner, GoUP. The per visit fees for this proposed Adjudicator shall be Rs. 5000/-.

Section III. Bidding Forms

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Service Provider's Bid

[date]

To:

Uttar Pradesh Bhumi Sudhar Nigam,
Bhumitra Bhawan, TC/19V, Vibhuti Khand,
Gomti Nagar, Lucknow – 226010 (U.P.)

Having examined the bidding documents including addenda No …….., we offer to execute the contract for " **National Competitive Bidding for Selection of Service Provider to Provide Personnel for UPSLRIIIP**

Bid Number: 05/2016-17 in accordance with the Conditions of Contract, specifications, and activity schedule accompanying this Bid for the Contract Price of ……. *[amount in numbers]*, ……*[amount in words]*…… *[names of currencies]*.

Maximum Personnel required

Sl. No.	Name of the Post	No. of posts	Essential Qualification	Preferable Qualification	Experience	Skill qualification	Quoted Wages in Rs	Total amount of wages in respect of number of post in Rs (3 x 8)
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**
1	Sr. Deputy Manager (Co-ordination) Govt of India and World Bank	1	Graduate	General Skill of Computer operation	5 Years in relevant field			
2	Executive (Marketing)	1	Graduate & Diploma in Marketing	General Skill of Computer operation	5 Years Experience in Agriculture Marketing			
3	Executive (PMC)	1	Post Graduate in Social Science or Equivalent	Post Graduated Diploma in Village Development, General Skill of Computer operation	3 Years Experience in related field			
4	Executive (Procurement)	1	Graduate along with minimum 5 years experience of UPSLR I & II or	MBA (Marketing) with General Skill of computer operation	Experience in related field			

			Graduate Economics or B. Comm. Or BBA					
5	Executive (Media)	1	Post Graduate & Diploma in Print media and mass communication or Equivalent Diploma or Experience in this Field.	Knowledge of computer	3 years in related Field			
6	Dy. Manager **(Ag.)**	26	Bsc. (Ag.) (Only for Retired persons of Agriculture , Horticulture & A.H. Department)	Diploma in soil conservation & Knowledge of computer	Exp. Of Sodic-Ist & Sodic-2nd project Or 5 years experience in soil conservation			
7	Steno	5	Graduate, Shorthand (Hindi) 80 W/m & English Typing 30 W/m, Hindi Typing 25 W/m	General Skill of computer operation	One year experience of stenography			
8	Computer Operator/ Data Entry Operator	12	Graduate and PGDCA	MCA/BE	03 (Three) years experience in relevant work	Should have proficiency in Power Point Presentation , Tally accounting software using, MS Word, MS Excel, Data entry, Internet Surfing, application of different software use in office as MS		

						Project, Document Imaging and Scanning etc.		
9	Statistician-cum-Computer	1	Graduate (Statistics/ Agriculture Statistics/ Mathematics/ Economics/ Agriculture Economics/ Commerce)	General Skill of computer operation	Experience in related field			
10	Librarian	1	Graduate in Bachelor of library	General Skill of computer operation	03 years experience in relevant work			
11	Electrician	1	Class 8th passed and ITI certificate	Electricity safety license	5 years in relevant field			
12	Assistant/ Junior Assistant	2	Graduate and Typing	Knowledge of working on computer	02 (Two) years experience in relevant work	Should know working on computer along with ability to type in Hindi and English font with minimum speed		
13	Driver	6	Class VIII passed and possessing commercial license		05 (Five) years experience of driving vehicle	A healthy with good height having knowledge of driving vehicle especially Government Vehicles is required.		
14	A.C. Operator	1	High School with ITI,	AC operation certificate	05 (five) years in relevant field	Should know proper operation and maintenance of		

						AC Plant and AC		
15	Lift Operator	2	High School with ITI,	Certificate of Lift (Elevator) operation	05 (five) years in relevant field	Should know Operation of Lift(Elevator), a person having courteous and polite nature is required.		
16	Sub Station Operator	1	High School with ITI,	Certificate of operation of Sub Station	05 (five) years in relevant field	Should well acquainted with operation module of Electric Sub station and Generator operation		
17	Tube-well Operator	1	High School with ITI,	-	2 (Two) years experience in relevant field	Should know proper operation and maintenance of tube-well.		
18	Plumber	1	High School with ITI,	-	2 (Two) years experience in relevant field	Should know plumbing work		
19	Carpenter	1	Class VIII passed	-	5 years experience in relevant field	Should be well acquainted for maintenance and repairing of furniture		
20	Fourth Class	42	Class VIII passed.		2 (Two) years working experience in relevant field	Should know cycling.		

21	Security Guard	70	High School and cycling	Intermediate	2 (Two) years experience in relevant work	Cycling		
							A- Total of Column - 9	

Sl.No.	Particulars	Charges (in %)	Charge percentage (in words)	(B) Service Charge on total amount in Rs (A x c / 100)
a	**b**	**c**	**d**	**e**
1.	Service charges			

Note:- Prices quoted by the bidder will be excluding taxes and taxes will be applicable as per law.
Therefore bid price in totality (total wages + service charge) Rs.....
In words Rs.....

We accept the appointment of Mr. ----------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.
We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
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 and address of agent		Amount and Currency		Purpose of Commission or gratuity

(if none, state "none")

We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.
Authorized Signature:
Name and Title of Signatory:
Name of Bidder:
Address:

Qualification Information

1. Individual Bidders	1.1 Constitution or legal status of Bidder: *[attach copy]* Place of registration: *[insert]* Principal place of business: *[insert]* Power of attorney of signatory of Bid: *[attach]* 1.2 Total annual volume (in Rs.) of Services performed in last five years, *[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

	1.5 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies. 1.6 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. 1.7 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer. 1.8 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)			

2. Additional Requirements	3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 5.3 and 5.5, if applicable.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

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

This is to notify you that your Bid dated *[date]* for selection of service provider to provide personnel for USLRIIIP Bid Number: ...../2016 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 mane for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected the proposed Adjudicator and proposed a mane 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 hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature:
Name and Title of Signatory:
Name of Agency:

Attachment: Contract

Form of Contract

[letterhead paper of the Employer]

CONTRACT FOR HIRING SERVICES FROM SERVICE PROVIDER

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

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

WHEREAS

(a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of……;

(c) the Employer has received approx.197 million USD credit from the the International Development Association (hereinafter called the "Association")] towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood (i) that payments by the Association will be made only at the request of the Employer and upon approval by the Association, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the credit, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the credit or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

(a) the Letter of Acceptance;
(b) the Service Provider's Bid
(c) the Special Conditions of Contract;
(d) the General Conditions of Contract;
(e) the Specifications;

(f) the Priced Activity Schedule; and
(g) The following Appendices:
Appendix A: Description of the Services
Appendix B: Schedule of Payments
Appendix C: Key Personnel and Subservice provider *Not Used*
Appendix D: Breakdown of Contract Price in Foreign Currency *Not Used*
Appendix E: Breakdown of Contract Price in Local Currency
Appendix F: Services and Facilities Provided by the Employer
Appendix G: Performance Incentive Compensation *Not Used*

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

(a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and

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

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

For and on behalf of

Uttar Pradesh Bhumi Sudhar Nigam,
Bhumitra Bhawan, TC/19V, Vibhuti Khand,
Gomti Nagar, Lucknow – 226010 (U.P.)
[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]

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 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)]

Section IV. Eligible Countries

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

National competitive bid, service providers registered in India are only eligible.

Part II -Activity Schedule

Section V. Activity Schedule

Maximum Personnel required

Sl. No.	Name of the Post	No. of posts	Essential Qualification	Preferable Qualification	Experience	Skill qualification	Place of posting
1	Sr. Deputy Manager (Co-ordination) Govt of India and World Bank	1	Graduate	General Skill of Computer operation	5 Years in relevant field		HQ
2	Executive (Marketing)	1	Graduate & Diploma in Marketing	General Skill of Computer operation	5 Years Experience in Agriculture Marketing		HQ
3	Executive (PMC)	1	Post Graduate in Social Science or Equivalent	Post Graduated Diploma in Village Development, General Skill of Computer operation	3 Years Experience in related field		HQ
4	Executive (Procurement)	1	Graduate along with minimum 5 years experience of UPSLR I & II or Graduate Economics or B. Comm. Or BBA	MBA (Marketing) with General Skill of computer operation	Experience in related field		HQ
5	Executive (Media)	1	Post Graduate & Diploma in Print media and mass communication or Equivalent Diploma or Experience in this Field.	Knowledge of computer	3 years in related Field		HQ
6	Dy. Manager **(Ag.)**	26	Bsc. (Ag.) (Only for Retired persons of Agriculture, Horticulture & A.H. Department)	Diploma in soil conservation & Knowledge of computer	Exp. Of Sodic-Ist & Sodic-2nd project Or 5 years experience in soil conservation		DPU

7	Steno	5	Graduate, Shorthand (Hindi) 80 W/m & English Typing 30 W/m, Hindi Typing 25 W/m	General Skill of computer operation	One year experience of stenography		HQ/DPU
8	Computer Operator/ Data Entry Operator	12	Graduate and PGDCA	MCA/BE	03 (Three) years experience in relevant work	Should have proficiency in Power Point Presentation, Tally accounting software using, MS Word, MS Excel, Data entry, Internet Surfing, application of different software use in office as MS Project, Document Imaging and Scanning etc.	HQ/Any project unit
9	Statistician -cum- Computer	1	Graduate (Statistics/ Agriculture Statistics/ Mathematics/ Economics/ Agriculture Economics/ Commerce)	General Skill of computer operation	Experience in related field		HQ
10	Librarian	1	Graduate in Bachelor of library	General Skill of computer operation	03 years experience in relevant work		HQ
11	Electrician	1	Class 8th passed and ITI certificate	Electricity safety license	5 years in relevant field		HQ
12	Assistant/ Junior Assistant	2	Graduate and Typing	Knowledge of working on computer	02 (Two) years experience in relevant work	Should know working on computer along with ability to type in Hindi and English font with minimum speed	Any project unit
13	Driver	6	Class VIII passed and possessing commercial license		05 (Five) years experience of driving vehicle	A healthy with good height having knowledge of driving vehicle	Any project unit

						especially Government Vehicles is required.	
14	A.C. Operator	1	High School with ITI,	AC operation certificate	05 (five) years in relevant field	Should know proper operation and maintenance of AC Plant and AC	Head Office
15	Lift Operator	2	High School with ITI,	Certificate of Lift (Elevator) operation	05 (five) years in relevant field	Should know Operation of Lift(Elevator), a person having courteous and polite nature is required.	Head Office
16	Sub Station Operator	1	High School with ITI,	Certificate of operation of Sub Station	05 (five) years in relevant field	Should well acquainted with operation module of Electric Sub station and Generator operation	Head Office
17	Tube-well Operator	1	High School with ITI,	-	2 (Two) years experience in relevant field	Should know proper operation and maintenance of tube-well.	Head Office
18	Plumber	1	High School with ITI,	-	2 (Two) years experience in relevant field	Should know plumbing work	Head Office
19	Carpenter	1	Class VIII passed	-	5 years experience in relevant field	Should be well acquainted for maintenance and repairing of furniture	Head Office
20	Fourth Class	42	Class VIII passed.		2 (Two) years working experience in relevant field	Should know cycling.	Any Project unit & Head Office
21	Security Guard	70	High School and cycling	Intermediate	2 (Two) years experience in relevant work	Cycling	Any Project unit & Head Office

The above mentioned category of personnel and their number may be altered/ removed/ increase/ decrease as per need and demand from time to time in UPSLRIIIP

on quarterly basis.

ROLE AND RESPONSIBILITIES OF SERVICE PROVIDER

1. The Service Provider would assist the client by getting availability of personnel as per the needs of the office / project.
2. The Service Provider should ad-here the timely availability of the personnel as per the requirements/demand of the client and the payment shall be made in accordance of demand and personnel provided by the service provider in a month.
3. The personnel deputed by the Service Provider should work in the interest of the office / project.
4. The service provider's personnel working should be polite, cordial, efficient and obedient while handling the assigned work and their actions shall promote good will & enhance the image of this office.
5. The service provider shall ensure deployment of suitable personnel from proper background after investigation collecting proofs of identity i.e. AADHAR, Driving License, Bank Account Details, PAN Card, previous work experience, proof of residence and recent photograph.
6. The character & antecedents of each personnel should be verified by the service provider effectively by all available mean of verifications at their own level and certification in this context should be submitted individually i.e. of each and every identified personnel to the UPBSN before deployment.
7. The service provider shall also ensure proper conduct of his person in office premises & before enforce prohibition of consumption of alcoholic drinks, Pan, Masala, Smoking, and loitering without work.
8. The service provider shall engage the necessary person as required by UPBSN from time to time. The said persons engaged by the service provider shall be the sole employees of the service provider & it shall be the duty of the service provider to pay their wages every month as per provisions made under labour laws-minimum wages act. There is no Master and Servant relationship between the employees of the service provider and the UPBSN.
9. The service provider's person shall not claim any benefit / compensation / absorption / regularization of service with office under the provision of Industrial Dispute Act. 1947 or contract labor (regulation & abolition) Act. 1970. Undertaking from the person to this effect will be required and to be submitted by the service provider to this office before deployment.
10. The service provider's person shall not claim any master & servant relationship against this office.
11. In case the personnel deputed by the Service Provider do not report to assigned work without any prior intimation given by the Service Provider to the client in time, the service provider will have to replace the personnel of similar skill on the job with immediate effect.
12. The service provider shall replace immediately any of its personnel if unacceptable to the UPBSN because of security risk, incompetence, conflict of interest, & breach of confidentiality or improper conduct upon receiving

written notice from UPBSN.

13. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

14. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process technical know-how, security arrangement, & administrative/organizational matters as all are of confidential/secret nature.

15. They will not be allowed to bring Mobile Phones & any other copy/recording media viz. CD, DVD, Blue ray, Floppy. Pen Drive, external/portable hard disc etc in working place without the permission of UPBSN.

16. The transportation, food, medical & other statutory requirement in respect of each personnel of the service provider will be the responsibility of the service provider.

17. Working hours would be of 8 hours including ½ hours lunch break per day from 09:30 AM to 6:00 PM. However, the concerned person may have to work beyond office hours if, there is any urgency. The personnel may also be called on weekend and holidays, if required.

18. The service provider will ensure one day off in a week to all deployed personnel especially security guards as their duties are also required in weekend and holidays for security purposes and provide alternative personnel on such days. The other deployed personnel will avail gazetted holidays as declared.

19. The service provider shall not assign, transfer, pledge, or sub contract the performance of services without the prior written consent of this office.

20. UPBSN shall not be liable for any loss, damage, theft, burglary, or robbery of any personal belongings, equipment, or vehicle of the employee of service provider.

21. The service provider will submit the bill of the preceding months in triplicate in the 1st three days of the succeeding month. Thereafter, the payment will be released within second week.

    The payment of employer’s contribution of EPF and ESI installment applicable shall be raised in the monthly wages bill against personnel deployed in that particular month by the service provider, which shall be paid by the client.

    The service provider shall deposit the amount deducted from the employee and employer’s contribution of EPF, ESI installment applicable before the concerned departments within stipulated time by the service provider and shall submit the certificate of payment to the client.

    In case deducted amount of EPF from wages of personnel and employer’s contribution not deposited repeatedly (up to three times) to the concerned department within stipulated time by the service provider, the client will have the right to terminate the contract and forfeit the performance security.

22. The service provider shall provide substitute well in advance if there is any probability of the person leaving the job due to his/her own personnel reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

23. Payment to the service provider would be strictly on certification by the officer, with whom the concerned person is attached, that his services were satisfactory & attendance as per the bill preferred by the service provider. The personnel given by service provider will work under the overall supervision & direction of the officer / officers of this organization.

24. The service provider shall be easily contactable at all times. If the contact number of service provider is change from the number provided in tender information shall immediately inform to concern officer in writing.

25. Any information sent by e-mail / fax / special messenger from UPBSN to the service provider shall be acknowledged immediately on receipt on the same day.

26. Escalation clause shall not be accepted on any ground during the period the contract agreement is in force except whenever the same is required to be allowed keeping in view the revision of rate of minimum wages (in compliance with the provision of Minimum Wages Act) as notified by the Government of Uttar Pradesh from time to time or revision of wages made by the order of Government of Uttar Pradesh.

27. The service provider will also nominate a person of its agency to look after day to day activities and presence of deployed personnel. This nominated person will work as supervisor to deployed personnel but will not be paid by UPBSN. That service will be a part of the service tax that will be charges by service provider as per agreement.

28. The attendance of personnel deployed by service provider will have to be maintained by Service Provider Agency and put-up for verification on demand. The Service provider will frame a weekly duty chart of personnel deployed and will share with UPBSN for concurrence.

29. Any dispute between the persons deployed as well as between the personnel and service provider shall not be entertained by the client UPBSN.

30. The Performance Security acceptable to the Employer shall be in the form of Bank Guarantee of Rs 10,00,000.00 (Rs Ten Lakh Only). In case the service provider withdraws his services. The performance security shall be forfeited by the employer.

Part III – Conditions of Contract and Contract Forms

Section VI. General Conditions of Contract

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Section VI. General Conditions of Contract

A. General Provisions

B.

1.1 Definitions	Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: (a) The Adjudicator is the person appointed jointly by the Employer and the Service provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder. (b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid; (c) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.; **or** (c) "Association" means the International Development Association, Washington, D.C., U.S.A.; (d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer (e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract; (f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6; (g) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration. (h) "Employer" means the party who employs the Service Provider (i) "Foreign Currency" means any currency other than the currency of the country of the Employer; (j) "GCC" means these General Conditions of Contract; (k) "Government" means the Government of 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 Subservice provider 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) "Subservice provider" 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, Subservice provider, 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, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties 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"[6] 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"[7] 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"[8] is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

6 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.

7 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.

8 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.

	(iv) "coercive practice"[9] 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 Bank's inspection and audit rights provided for under para. 1.14 (e) of the Bank's Procurement Guidelines.
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:

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

	(a) The Employer is obligated to notify the Service Provider of such suspension within 7 days of having received the World Bank's suspension notice. (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.
2.6.4 Payment upon Termination	Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider: (a) remuneration pursuant to Clause 6 for Services satisfactorily performed 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 Subservice provider 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 Subservice provider, 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 Subservice provider 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 Subservice provider 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 Subservice provider 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.**
3.3Confidentiality	The Service Provider, its Subservice provider, 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 Subservice provider to take out and maintain, at its (or the Subservice provider', 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	The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following

Requiring Employer's Prior Approval	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 Subservice provider"), (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 Over-payment	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.
3.8.3 Lack of performance penalty	If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The

	amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**
3.9 Performance Security	The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

4. Service Provider's Personnel

4.1 Description of Personnel	The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Sub service provider 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 Sub service provider' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
6.2 Contract Price	(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: **$P_c = A_c + B_c$ Lmc/Loc + C_c Imc/Ioc** 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 Zo/Zn will be applied to the respective component factor of pn for the formula of the relevant currency. Zo 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 Zn 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 VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The words "in the Government's country" are amended to read "in India
1.1(a)	The Adjudicator is Sri R. K. Mittal Ex. Agriculture Production Commissioner, GoUP.
1.1(e)	The contract name *is Selection of Service Provider to Provide Personnel for Uttar Pradesh Sodic Land Reclamation III Projec*-.UPSLRIIIP
1.1(h)	The Employer is Uttar Pradesh Bhumi Sudhar Nigam, Bhumitra Bhawan, TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow – 226010 (U.P.)
1.1(p)	The Service Provider is (to be filled in after award of contract)
1.2	The Applicable Law is: India
1.3	The language is English
1.4	The addresses are: Employer: Uttar Pradesh Bhumi Sudhar Nigam, Bhumitra Bhawan, TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow – 226010 (U.P.) Email: upbsnhq@upbsn.org Telex: 0522-2720428, 272050 Facsimile: 0522-2720415-417 Service Provider: Attention: Telex: Facsimile:
1.6	The Authorized Representatives are: For the Employer: Joint Managing Director/ Finance Controller in Head Quarter and Project Manager in the respective districts. For the Service Provider: (to be filled in after award of contract)
2.1	The date on which this Contract shall come into effect is *(date of signing agreement)*
2.2.2	The Starting Date for the commencement of Services will be the date given in the agreement.
2.3	The Intended Completion Date is Uttar Pradesh Sodic Land Reclamation III Project period i.e. 29 December, 2017.
3.2.3	Activities prohibited after termination of this Contract are: NA
3.4	The risks and coverage by insurance shall be the liability of service provider

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	on the term and condition suggested by employer on different grade of personnel varies from 0.5 to 1.00 lacs:
3.5(d)	If sharing any information acquired from the employer to the third party.
3.7	As specified in the GCC
3.8.1	(a) The liquidated damages rate is 0. 07 % per day of monthly contract price of personnel by which work would be suffer. The maximum amount of liquidated damages for the whole contract is *10 (ten)* percent of the final Contract Price.
3.8.3	1% (one percent) per day of the monthly contract price of the personnel.
5.1	The client would facilitate the service provider through accessing the basic requirement for executing work as per designation for carrying out the given assignment.
6.2(a)	The amount in local currency is Indian Rupees
6.2(b)	The amount in foreign currency or currencies is *not* applicable.
6.3.2	The performance incentive paid to the Service Provider shall be: NIL.
6.4	Payments shall be made according to the following schedule: 1. The client shall make monthly payment to the service provider, on submission of bill and details of the personnel deputed for the organization by the service provider subject to their performance during the particular period. 2. The service provider will submit the bill of the preceding months in triplicate in the 1st three days of the succeeding month. 3. The payment would be released by the client in three weeks time from the date of receipt of bill after deducting the prevalent tax at source. 4. The payment of employer's contribution of EPF and ESI installment applicable will be raised in the monthly wages bill against personnel deployed in that particular month by the service provider, which shall be paid by the client. The service provider shall deposit the amount deducted from

	the employee and employer's contribution of EPF, ESI installment applicable before the concerned departments within stipulated time by the service provider and shall submit the certificate of payment to the client. In case deducted amount of EPF from wages of personnel and employer's contribution not deposited repeatedly (up to three times) to the concerned department within stipulated time by the service provider, the client will have the right to terminate the contract and forfeit the performance security. 5. The service provider will help the personnel deputed to the organization, in opening of a saving bank account in any nationalized bank of the city and will pay the monthly wages through a/c payee cheque or RTGS/ NEFT to the deployed personnel.
6.5	The interest rate is 3.0% per annum.
6.6	Rate and prices quoted by the bidder shall not be subject to adjustment during the performance of the contract except the payment made in lieu of EPF, ESI and taxes as applicable from time to time. Escalation clause shall not be accepted on any ground during the period the contract agreement is in force except whenever the same is required to be allowed keeping in view the revision of rate of minimum wages (in compliance with the provision of Minimum Wages Act) as notified by the Government of Uttar Pradesh from time to time or revision of wages made by the order of Government of Uttar Pradesh.
7.1	The principle and modalities of inspection of the Services by the Employer are as follows: The person authorized by the management can inspect record regarding : * the monthly payment made to personnel. * the payment of EPF contribution and ESI installment to the concern department applicable time to time as per laws. * Other as decided by the management. If the performance of any personnel is found unsatisfactory by employer, the service provider shall replace the person within a day.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.2.3	The Adjudicator is Sri R. K. Mittal Ex. Agriculture Production Commissioner, GoUP who will be paid @ Rs. 5000/- per visit.
8.2.4	The arbitration procedures for disputes will be used as follows- The dispute settlement mechanism to be applied pursuant to GCC Clause 8.2.4 shall be as follows: (a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of the Institution of Engineers (India) (b) Arbitration proceedings shall be held at Lucknow, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. (c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself. Any dispute arising out of the contract not resolved will be settled within the jurisdiction of Lucknow Courts Only.
8.2.5	The designated Appointing Authority for a new Adjudicator is Chairman, Uttar Pradesh Bhumi Sudhar Nigam.

Section VIII. Performance Specifications

1. BACKGROUND

The Government of Uttar Pradesh (GOUP) is implementing UP Sodic Lands Reclamation III Project (UPSLRIIIP) with financial assistance from the World Bank. The development objective of the project is to increase agricultural productivity in selected areas of degraded lands in UP. The main implementing agency is Uttar Pradesh Bhumi Sudhar Nigam, "A Government of UP Undertaking" having its head office at TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow-226010 headed by Managing Director and twenty District Project Units viz. Aligarh, Etah, Mainpuri, Etawah, Kannauj, Farukhabad, Kanpur Nagar, Kanpur Dehat, Unnao, Hardoi, Lucknow, Raebareili, Pratapgarh, Sultanpur, Allahabad, Bhadoi, Jaunpur, Fatehpur, Ghazipur and Azamgarh headed by Project Manager. Besides this Uttar Pradesh Bhumi Sudhar Nigam is also managing three Agriculture demonstration farms in outskirt of Lucknow.

2. OBJECTIVES

- To minimize and obviate delays in screening and recruitment of suitably qualified personnel required to fulfill project objectives within the stipulated time.
- To ensure that the data base pool of suitably qualified personnel is available on demand whenever the need arises in the project.
- UPBSN is thus interested in having a contractual arrangement with a Service Provider (suitable placement agency) for providing the services of skilled / semiskilled / unskilled personnel of suitable qualification for day-to-day work.

2. THE DETAIL OF MAXIMUM PERSONNEL REQUIRED

Sl. No.	Name of the Post	No. of posts	Essential Qualification	Preferable Qualification	Experience	Skill qualification	Place of posting
1	Sr. Deputy Manager (Co-ordination) Govt of India and World Bank	1	Graduate	General Skill of Computer operation	5 Years in relevant field		HQ
2	Executive (Marketing)	1	Graduate & Diploma in Marketing	General Skill of Computer operation	5 Years Experience in Agriculture Marketing		HQ
3	Executive (PMC)	1	Post Graduate in Social Science or Equivalent	Post Graduated Diploma in Village Developmen t, General Skill of Computer operation	3 Years Experience in related field		HQ
4	Executive (Procurement)	1	Graduate along with minimum 5	MBA (Marketing)	Experience in related		HQ

			years experience of UPSLR I & II or Graduate Economics or B. Comm. Or BBA	with General Skill of computer operation	field		
5	Executive (Media)	1	Post Graduate & Diploma in Print media and mass communication or Equivalent Diploma or Experience in this Field.	Knowledge of computer	3 years in related Field		HQ
6	Dy. Manager **(Ag.)**	26	Bsc. (Ag.) (Only for Retired persons of Agriculture, Horticulture & A.H. Department)	Diploma in soil conservation & Knowledge of computer	Exp. Of Sodic-Ist & Sodic-2nd project Or 5 years experience in soil conservation		DPU
7	Steno	5	Graduate, Shorthand (Hindi) 80 W/m & English Typing 30 W/m, Hindi Typing 25 W/m	General Skill of computer operation	One year experience of stenography		HQ/DPU
8	Computer Operator/ Data Entry Operator	12	Graduate and PGDCA	MCA/BE	03 (Three) years experience in relevant work	Should have proficiency in Power Point Presentation, Tally accounting software using, MS Word, MS Excel, Data entry, Internet Surfing, application of different software use in office as MS Project, Document Imaging and Scanning etc.	HQ/Any project unit
9	Statistician-cum-Computer	1	Graduate (Statistics/ Agriculture Statistics/ Mathematics/ Economics/ Agriculture Economics/ Commerce)	General Skill of computer operation	Experience in related field		
10	Librarian	1	Graduate in Bachelor of library	General Skill of	03 years experience		HQ

				computer operation	in relevant work		
11	Electrician	1	Class 8th passed and ITI certificate	Electricity safety license	5 years in relevant field		HQ
12	Assistant/ Junior Assistant	2	Graduate and Typing	Knowledge of working on computer	02 (Two) years experience in relevant work	Should know working on computer along with ability to type in Hindi and English font with minimum speed	Any project unit
13	Driver	6	Class VIII passed and possessing commercial license		05 (Five) years experience of driving vehicle	A healthy with good height having knowledge of driving vehicle especially Government Vehicles is required.	Any project unit
14	A.C. Operator	1	High School with ITI,	AC operation certificate	05 (five) years in relevant field	Should know proper operation and maintenance of AC Plant and AC	Head Office
15	Lift Operator	2	High School with ITI,	Certificate of Lift (Elevator) operation	05 (five) years in relevant field	Should know Operation of Lift(Elevator), a person having courteous and polite nature is required.	Head Office
16	Sub Station Operator	1	High School with ITI,	Certificate of operation of Sub Station	05 (five) years in relevant field	Should well acquainted with operation module of Electric Sub station and Generator operation	Head Office
17	Tube-well Operator	1	High School with ITI,	-	2 (Two) years experience in relevant field	Should know proper operation and maintenance of tube-well.	Head Office
18	Plumber	1	High School with ITI,	-	2 (Two) years experience in relevant field	Should know plumbing work	Head Office

19	Carpenter	1	Class VIII passed	-	5 years experience in relevant field	Should be well acquainted for maintenance and repairing of furniture	Head Office
20	Fourth Class	42	Class VIII passed.		2 (Two) years working experience in relevant field	Should know cycling.	Any Project unit & Head Office
21	Security Guard	70	High School and cycling	Intermediate	2 (Two) years experience in relevant work	Cycling	Any Project unit & Head Office

The above mentioned category of personnel will be deployed on the basis of requirement from time to time in UPSLRIIIP. Therefore, the number of personnel may increase or decrease on quarterly basis.

5. ROLE AND RESPONSIBILITIES OF SERVICE PROVIDER

1. The Service Provider would assist the client by getting availability of the skilled / semiskilled/ unskilled personnel as per the needs of the office / project.
2. The Service Provider should ad-here the timely availability of the personnel as per the requirements / demand of the client and the payment shall be made in accordance of demand and personnel provided by the service provider in a month
3. The skilled / semiskilled / unskilled personnel deputed by the Service Provider should work in the interest of the office / project.
4. The service provider's personnel working should be polite, cordial, efficient and obedient while handling the assigned work and their actions shall promote good will & enhance the image of this office.
5. The service provider shall ensure deployment of suitable personnel from proper background after investigation collecting proofs of identity i.e. Driving License, Bank Account Details, PAN Card, previous work experience, proof of residence and recent photograph.
6. The character & antecedents of each personnel should be verified by the service provider effectively by all available mean of verifications at their own level and certification in this context should be submitted individually i.e. of each and every identified personnel to the UPBSN before deployment.
7. The service provider shall also ensure proper conduct of his person in office premises & before enforce prohibition of consumption of alcoholic drinks, Betel Leaf, Pan, Masala, Smoking, and loitering without work.
8. The service provider shall engage the necessary person as required by UPBSN from time to time. The said persons engaged by the service provider shall be the sole employees of the service provider & it shall be the duty of the service provider to pay their wages every month as per provisions made under labour laws-minimum wages act. There is no Master and Servant relationship between

the employees of the service provider and the UPBSN.

9. The service provider's person shall not claim any benefit / compensation / absorption / regularization of service with office under the provision of Industrial Dispute Act. 1947 or contract labor (regulation & abolition) Act. 1970. Undertaking from the person to this effect will be required and to be submitted by the service provider to this office before deployment.
10. The service provider's person shall not claim any master & servant relationship against this office.
11. In case the skilled / semiskilled / unskilled personnel deputed by the Service Provider do not report to assigned work without any prior intimation given by the Service Provider to the client in time, the service provider will have to replace the personnel of similar skill on the job with immediate effect.
12. The service provider shall replace immediately any of its personnel if unacceptable to the UPBSN because of security risk, incompetence, conflict of interest & breach of confidentiality or improper conduct upon receiving written notice from UPBSN.
13. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
14. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process technical know-how, security arrangement & administrative/organizational matters as all are of confidential/secret nature.
15. They will not be allowed to bring Mobile Phones & any other copy/recording media viz. CD, DVD, Blue ray, Floppy. Pen Drive, external/portable hard disc etc in working place without the permission of UPBSN.
16. The transportation, food, medical & other statutory requirement in respect of each personnel of the service provider will be the responsibility of the service provider.
17. Working hours would be of 8 hours including ½ hours lunch break per day from 9:30 AM to 6:00 PM. However, the concerned person may have to work beyond office hours if, there is any urgency. The personnel may also be called on weekend and holidays, if required.
18. The service provider will ensure one day off in a week to all deployed personnel especially security guards as their duties are also required in weekend and holidays for security purposes and provide alternative personnel on such days. The other deployed personnel will avail gazetted holidays as declared.
19. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
20. UPBSN shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicle of the employee of service provider.
21. The service provider will submit the bill of the preceding months in triplicate in the 1st three days of the succeeding month. Thereafter, the payment will be released within second week.

    The payment of employer's contribution of EPF and ESI installment applicable shall be raised in the monthly wages bill against personnel deployed in that particular month by the service provider, which shall be paid by the client.

    The service provider shall deposit the amount deducted from the employee and employer's contribution of EPF, ESI installment applicable before the

concerned departments within stipulated time by the service provider and shall submit the certificate of payment to the client.

In case deducted amount of EPF from wages of personnel and employer's contribution not deposited repeatedly (up to three times) to the concerned department within stipulated time by the service provider, the client will have the right to terminate the contract and forfeit the performance security.

22. The service provider shall provide substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
23. Payment to the service provider would be strictly on certification by the officer, with whom the concerned person is attached, that his services were satisfactory & attendance as per the bill preferred by the service provider. The personnel given by service provider will work under the overall supervision & direction of the officer / officers of this organization.
24. The service provider shall be easily contactable at all times. If the contact number of service provider is change from the number provided in tender information shall immediately inform to concern officer in writing.
25. Any information sent by e-mail / fax / special messenger from UPBSN to the service provider shall be acknowledged immediately on receipt on the same day.
26. Escalation clause shall not be accepted on any ground during the period the contract agreement is in force except whenever the same is required to be allowed keeping in view the revision of rate of minimum wages (in compliance with the provision of Minimum Wages Act) as notified by the Government of Uttar Pradesh from time to time or revision of wages made by the order of Government of Uttar Pradesh.
27. The service provider will also nominate a person of its agency to look after day to day activities and presence of deployed personnel. This nominated person will work as supervisor to deployed personnel but will not be paid by UPBSN. That service will be a part of the service tax that will be charges by service provider as per agreement.
28. The attendance of personnel deployed by service provider will have to be maintained by Service Provider Agency and put-up for verification on demand.
29. The Service provider will frame a weekly duty chart of personnel deployed and will share with UPBSN for concurrence.
30. Any dispute between the persons deployed as well as between the personnel and service provider shall not be entertained by the client UPBSN.
31. The Performance Security acceptable to the Employer shall be in the form of Bank Guarantee of Rs 10,00,000.00 (Rs. Ten Lakh only).

6. RESPONSIBILITIES OF THE CLIENT

1. The client will have the right to scrutinize the suitability and unsuitability of any Personnel deployed by the service provider.
2. The client shall ensure that the deployed personnel are given sufficient details regarding the tasks, duties and responsibilities in advance to ensure continuity and efficiency in performance.
3. The client shall incur the cost of travel for any work related to the project (Traveling allowance and Daily Allowance) by the personnel provided by

service provider as per the norms applicable at the client level.

4. The client shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicle of the personnel deputed by the service provider.
5. The client is not supposed to receive any letter from deployed skilled / semiskilled / unskilled personnel of service provider on the matter of claiming any benefit / compensation / absorption / regularization of service etc.
6. The client is not supposed to receive any leave application of deployed personnel as it is the sole responsibility of the Service Provider to frame a time table / duty chart of provided personnel.
7. The Service Provider may provide 20 leave in a year from 01 January to 31 December to their personnel on prior request made by them to the Service Provider and on recommendation of Service Provider duly approved by the client. The request may be send through e-mail, fax or in person. This will not be applicable on emergency duty as security guards where service provider will have to provide substitute security guard in place of person not reporting.

7. LIABILITY OF SERVICE PROVIDER FOR LOSSES, ETC., SUFFERED BY EMPLOYER:

(a) The service provider shall be liable for all costs, damages, demurrages, wharf age, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the Employer due to the service provider's negligence and unworkman like performance of any services under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrages etc., and for all damages or losses occasioned to the Employer or in particular to any property or plants belonging to the Employer due to any act whether negligent or otherwise of the service provider themselves of their employees.

(b) In the event of default on the part of the service provider in providing personnel and or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfactions of the Employer or any officer acting on his behalf, the Employer shall without prejudice to other rights and remedies under this agreement have the right to recover by way of compensation/liquidated damages from the service provider a sum of rupees one hundred or such lesser sum per day or part of a day of the defaults as the Employer in his absolute discretion may determine and the decision of the Employer on the questions whether the service provider have committed such default or have failed to perform any of such services efficiently and are liable to pay compensation/liquidated damages and as to the quantum of such compensation/liquidated damages shall be final and binding on the service provider.

(c) The service provider shall be responsible for the safety of office equipment and record of the office which operate and keep by the service provider workmen in premises of employer. The Employer will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum and value

of loss, and also as regards the liability of the service provider for such loss, and the amount to be recovered from them. The decision of the Employer in this regard shall be final and binding on the service provider.

(d) In case personnel deployed by the service provider, causes any damage, loss to the office equipment by commission, omission or any other negligence act, the amount of the loss as assessed by the committee, will be borne by selected service provider.

8. VOLUME OF WORK:

(a) Subject as hereinafter mentioned, the Employer do not guarantee any definite volume of work or any particular pattern of service at any time or throughout the period of the contract. The mere mention of any item of work in this contract does not by itself confer a right on the service provider to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.

9. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER:

1. The service provider or shall carry out all items of services assigned or entrusted to them by the Employer or an officer acting on his behalf and shall abide by all instructions issued to them from time to time by the said officer. They shall render the services to the satisfaction of the Employer or an officer acting on his behalf together with such auxiliary and incidental duties, services and operation as may be indicated by the said officer(s) and are not inconsistent with the terms and conditions of the contract.. The service provider shall always be bound to act with responsible diligence and in a businesslike manner and to use such skill as they possess in the conduct of their activities.

2. The service provider shall provide competent and adequate staff to the satisfaction of the Employer or an officer acting on his behalf. The service provider shall be responsible for the good conduct of their employees and shall compensate the Employer for losses arising from neglect, carelessness, want of skill or misconduct of themselves. The Employer shall have the right to ask for the dismissal of any employee of service provider, who in his opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the service provider shall be final and binding on the service provider.

Section IX. Contract Forms

Table Forms

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Performance Bank Guarantee (Unconditional)

To: _____

Whereas _____ (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Contract");

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of _____, _____, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____*]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor

Name of Bank
Address
Date

AFFIDAVIT

I, ... Son/daughter/Wife of....., resident of.....do hereby affirm and declare as under:

1. That I am owner of ..... which will be hereinafter termed as 'firm'.
2. That no Director or Partner of the firm is a member of any political parties or any society having political affiliation.
3. That the firm has no religious/ political/ government representation.
4. That the firm is not and never been blacklisted by any Government/Semi Government Organization.
5. That the firm is free from litigation i.e., on the part of firm or any organization to whom service is being provided by the firm.
6. That if any part of my statement is found untrue, wrong or misleading in respect of the above mentioned clauses of this affidavit, the firm shall be solely responsible and liable to be action taken by the client.

Declarant /Deponent

VERIFICATION

Verified that the contents of my above declaration are true and correct to best of my knowledge and belief and nothing has been concealed therein.

Verified at .....on .....

Declarant /Deponent

Experience information format

DD/MM/YYYY = Date/Month/Year
Year 2012-13 (April 2012 to March 2013)

Sl.No.	Name of organizations to whom personnel deployed with address & contact Number	Number of personnel deployed	DD/MM/YYYY of effectiveness of contract for deployment of personnel	DD/MM/YYYY Till personnel deployed	Total duration in days	Self attested copy of Supporting document (Annexure number)
1	**2**	**3**	**4**	**5**	**6**	**7**

Year 2013-14 (April 2013 to March 2014)

Sl.No.	Name of organizations to whom personnel deployed with address & contact Number	Number of personnel deployed	DD/MM/YYYY of effectiveness of contract for deployment of personnel	DD/MM/YYYY Till personnel deployed	Total duration in days	Self attested copy of Supporting document (Annexure number)
1	**2**	**3**	**4**	**5**	**6**	**7**

Year 2014-15 (April 2014 to March 2015)

Sl.No.	Name of organizations to whom personnel deployed with address & contact Number	Number of personnel deployed	DD/MM/YYYY of effectiveness of contract for deployment of personnel	DD/MM/YYYY Till personnel deployed	Total duration in days	Self attested copy of Supporting document (Annexure number)
1	**2**	**3**	**4**	**5**	**6**	**7**

Banker's Reference

As part of their tender, each renderer **must** submit a signed authorization letter to their bankers using the following format as a guide. This letter should be stamped as received by your bank.

……

<on Agency's letterhead>

<Date and place>

To:

<Banker's Name and Address>

Sub: Authorisation to provide bank details

Dear Sir or Madam,

We are applying for a tender "**NATIONAL COMPETITIVE BIDDING FOR SELECTION OF SERVICE PROVIDER TO PROVIDE PERSONNEL FOR Uttar Pradesh Sodic Land Reclamation III Project"** published by Uttar Pradesh Bhumi Sudhar Nigam, TC/19V, Bhumitra Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow- 226010 and one of their conditions is an authorization to contact our bankers. We hereby authorize you to provide information about our account(s) with you with relation to this tender on their request.

Yours faithfully

Name and first name: <[……>

Title: <……>

Place and date: <……>]

Stamp of the firm/company:

Banker's Details

As part of the tender, each tenderer must complete this form with their bank details

Bank Name & Address

Branch Name

A/c Number of Tenderer

Type of Account

IFSC

Telephone No of Bank

Fax No of Bank

e-mail ID of Bank

Qualification Information Format

<table>
<tr><th>S.No.</th><th>Descriptions</th><th>Status</th></tr>
<tr><td>1.</td><td>Profile of the Agency

Constitution or legal status

Place of registration

Registered address of the office.

Corporate addresses of the agency.

Website

E-mail

Fax

Telephone Number
Name and designation of office staff and Contact/ Mobile number (accessible on Whatsapp) number with e-mail ID</td><td>Details and annex the self-attested copies of original documents

<table><tr><th>Name</th><th>Designation</th><th>Contact/ Mobile number</th><th>E-mail</th><th>Whatsap Number</th></tr><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table></td></tr>
<tr><td>2.</td><td>Written power of attorney of the Agency’s authorized person in case of signatory of the Bid is other than Proprietor of the agency.</td><td>Details and annex the self-attested copies of relevant documents.</td></tr>
<tr><td>3</td><td>a- That no Director or Partner of the firm is a member of any political parties or any society having political affiliation.
b- That the firm has no religious/ political/ government representation.
c- That the firm is not and never been blacklisted by any Government/Semi Government Organization.
d- That the firm is free from litigation i.e., on the part of firm or any organization to whom service is being provided by the firm.</td><td>Annex a Notary affidavit on the Non Judicial stamp paper of Rs.10.00 (Rs Ten) to be submitted as per format of affidavit provided in the Bid Document.</td></tr>
</table>

<table>
<tr><td>4.</td><td>A- Total monetary value of similar Services performed
B- Total value received against personnel provided to different organization/s
for each of the last five years. (2010-11 to 2014-15).</td><td><table><tr><td>Year</td><td>Value
(in Rs.)</td></tr><tr><td>2010-11</td><td></td></tr><tr><td>2011-12</td><td></td></tr><tr><td>2012-13</td><td></td></tr><tr><td>2013-14</td><td></td></tr><tr><td>2014-15</td><td></td></tr></table>Annex self-attested copies of Audited Balance Sheet, Profit and Loss Statement and Income & Expenditure Account and auditor’s reports.</td></tr>
<tr><td>5.</td><td>Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources)</td><td>Annex self attested copies of relevant documents.</td></tr>
<tr><td>6.</td><td>Authority to the Client to seek references from the Bidder’s bankers;</td><td>Self attested copy of Banker’s Reference and also give details as per format of Banker’s Detail provided with the Bid Document duly signed by the authorized signatory.</td></tr>
<tr><td>7.</td><td>Experience in Services of a similar nature and size for each of the last five years (2010-11 to 2014-15)</td><td>Details as per format of Experience information format provided with the Bid Document duly signed by the authorized signatory.</td></tr>
<tr><td>8.</td><td>a- Employees Provident Fund Registration,
b- Employees State Insurance Registration,
c- PAN,
d- Service Tax Registration
e- Registration with Labour Commissioner</td><td>Provide Registration number
a-
b-
c-
d-
e-
Annex the self-attested copies of relevant documents.</td></tr>
<tr><td>9.</td><td>Details of Bid Security</td><td></td></tr>
</table>