



**KARMAYOGI BHARAT**  
(Special Purpose Vehicle)

A Company Registered u/s 8 of the Companies Act, 2013

# **Request for Bids (RFB) for Selection of Cloud Managed Service Provider (CMSP) for iGOT Platform of Karmayogi Bharat (Non-Consulting Services)**

**National Open Competitive Procurement**  
**(Two-Envelope Bidding Process with e-Procurement)**  
(for *Lump Sum Contracts*)

**RFB No: IN-KBL-376945-NC-RFB**

**Issued on: 18 August, 2023**

**Address: 7<sup>th</sup> Floor, Parsvnath Capital Tower, Bhai Veer Singh Marg,  
Sector-4, Gole Market, New Delhi -110001**

**DATED: 18<sup>th</sup> August, 2023**

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GOVERNMENT OF INDIA  
PUBLIC SERVICE CAPACITY ENHANCEMENT PROJECT  
REQUEST FOR BIDS NO IN-KBL-322093-NC-RFB

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

NAME OF NON-CONSULTING SERVICE : SELECTION OF CLOUD MANAGED  
SERVICE PROVIDER FOR IGOT PLATFORM

PERIOD OF ISSUANCE OF BIDDING DOCUMENT : FROM August 18, 2023  
TO September 18, 2023

LAST DATE AND TIME FOR SUBMISSION OF BIDS : **September 18, 2023 TIME 1700 HOURS**

TIME AND DATE OF OPENING OF BIDS – Technical Part : September 18, 2023 TIME 1730 HOURS

PLACE OF OPENING OF BIDS :

OFFICER INVITING BIDS : Chief Operating Officer

ADDRESS FOR COMMUNICATION : **7<sup>th</sup> Floor, Parsvnath Capital Tower, Bhai  
Veer Singh Marg, Sector-4,  
Gole Market, New Delhi -110001  
tenders.karmayogi@gov.in**

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## Summary of Contents

### **Specific Procurement Notice**

#### **Specific Procurement Notice - Request for Bids (RFB)**

The template attached is the Specific Procurement Notice for Request for Bids.

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

#### **PART 1 – BIDDING PROCEDURES**

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

This Section provides information to help Bidders prepare their Bids. It is based on a two-envelope Bidding process with electronic procurement. Information is also provided on the submission, opening, and evaluation of Bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

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

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

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

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

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

##### **Section IV - Bidding Forms**

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

##### **Section V - Eligible Countries**

This Section contains information regarding eligible countries.

##### **Section VI - Fraud and Corruption**

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

#### **PART 2 – EMPLOYER’S REQUIREMENTS**

##### **Section VII - Activity Schedule**

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

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

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

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

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

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

### **Section X - Contract Forms**

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

**GOVERNMENT OF INDIA  
PUBLIC SERVICE CAPACITY BUILDING PROJECT**

**Request for Bids Non-Consulting Services  
E-Procurement Notice  
(Two-Envelope Bidding Process with e-Procurement)**

**NATIONAL OPEN COMPETITIVE PROCUREMENT**

**Project:** *National Public Service Capacity Building Project*

**Contract title:** *Selection of Cloud Managed Service Provider for iGOT Platform of Karmayogi Bharat*

**Loan No. /Credit No. / Grant No.:** *IBRD 93650*

**RFB No:** *IN-KBL-376945-NC-RFB*

**Issued on:** *September 18, 2023*

1. The Government of India *has received* financing from the World Bank toward the cost of the *National Public Service Capacity Building Project* and intends to apply part of the proceeds toward payments under the contract for Procurement of Non-Consulting Services as detailed below.
2. Karmayogi Bharat now invites online Bids from eligible Bidders for hosting and managing the cloud infrastructure of the iGOT Karmayogi platform on a public cloud platform. The bidders shall submit bids for all the Non-Consulting Services indicated therein. Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract. In addition, please refer to paragraphs 3.14 and 3.15 of the “Procurement Regulations” setting forth the World Bank’s policy on conflict of interest.
3. Bidding will be conducted through national open competitive procurement using a Request for Bids (RFB) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers, July 2016 Revised August 2018” (“Procurement Regulations”), and is open to all eligible Bidders as defined in the Procurement Regulations. Bidders from India should, however, be registered with the Government of India or other State Governments/ Government of India, or State/ Central Government Undertakings.
4. Interested eligible Bidders may obtain further information from *Karmayogi Bharat Office* or by writing to [tenders.karmayogi@gov.in](mailto:tenders.karmayogi@gov.in) addressing the procurement team and inspect the bidding document during office hours between 0900 to 1700 hours on all working days at the address given below.
5. The bidding document is available online on from August 18, 2023 to September 18, 2023 for free of cost. Bidders will be required to register on the website, which is free of cost. The

bidder would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

6. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorised by Government of India for issuing DSC. Aspiring bidders who have not obtained the user ID and password for participating in e-procurement in this Project, may obtain the same from the website: <https://etenders.gov.in/eprocure/app>. A non-refundable fee indicated on CPPP portal is required to be paid directly to the Central Public Procurement Portal (CPPP) before the bid submission deadline, as per payment mode specified on CPPP
7. Bids must be submitted online on <https://etenders.gov.in/eprocure/app> on or before 17:00 hours on September 18, 2023 and the ‘Technical Part’ of the bids will be opened online on the same day at 17:30 hours. The ‘Financial Part’ shall remain unopened in the e-procurement system until the second public Bid opening for the financial part. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. The electronic bidding system would not allow any late submission of bids.
8. All Bids must be accompanied by a Bid Security of the amount specified for the non-consulting service in the table below, drawn in favor of CEO Karmayogi Bharat Bid security will have to be in any one of the forms as specified in the bidding document and shall have to be valid for 60 days beyond the validity of the bid. Procedure for submission of bid security is described in Para 9.
9. The bidders are **required to submit (a) original demand draft (DD) and Bank Guarantee (BG) towards the cost of bid security in approved form; and (c) original affidavit regarding correctness of information furnished with bid document** with COO, Karmayogi Bharat, Parsavnath Capital Tower, Sector 4, Bhai Vir Singh Road, Gole Market, New Delhi, 110001 before the bid submission deadline, either by registered post/speed post/courier or by hand, **failing which the bids will be declared non-responsive and will not be opened.**
10. Other details can be seen in the bidding document. The Employer shall not be held liable for any delays due to system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidders’ responsibility to verify the website for the latest information related to this bid.
11. The address for communication is as under:

*Karmayogi Bharat  
Chief Operating Officer  
7<sup>th</sup> Parsavnath Capital Towers, Bhai Vir Singh Marg, Gole Market, New Delhi  
Phone no. 011-49874300  
Email: [tenders.karmayogi@gov.in](mailto:tenders.karmayogi@gov.in)  
Web: <https://karmayogibharat.gov.in/>  
e-procurement portal- <https://etenders.gov.in/eprocure/app>*

TABLE

Package No	Name of Non-Consulting Service	Bid Security * (Rs.)	Cost of Document (Rs.)	Period of Completion
1	2	3	4	5
1	<b>Selection of Cloud Managed Service Provider for iGOT Platform</b>	1,20,00,000/-	0	5 years from the date of the signing of the contract

Issued by:

(signature &amp; stamp)

**COO, Karmyogi Bharat-SPV**  
**7<sup>th</sup> Floor of Parsvnath Capital Tower,**  
**Bhai Veer Singh Marg,**  
**Sector-4, Gole Market, New Delhi -110001**

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# **Part I – Bidding Procedures**



# Section I - Instructions to Bidders

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## Section I - Instructions to Bidders

### A. General

#### 1. Scope of Bid

- 1.1 In connection with the Specific Procurement Notice - Request for Bids (RFB), **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this RFB procurement are **specified in the BDS**.
- 1.2 Throughout this bidding document:
- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
  - (b) if the context so requires, "singular" means "plural" and vice versa; and
  - (c) "Day" means calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
- 1.3 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**.

#### 2. Source of Funds

- 2.1 The Government of India or Recipient (hereinafter called "Borrower") **specified in the BDS** has applied for or received financing (hereinafter called "funds") from the International Bank for Reconstruction and Development or the International Development Association (hereinafter called "the Bank") in an amount **specified in the BDS**, toward the project **named in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.
- 2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment or materials if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the

United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

### 3. Fraud and Corruption

3.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section VI.

3.2 In further pursuance of this policy, Bidders shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

### 4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned entity or institution subject to ITB 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent, unless otherwise **specified in the BDS**. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all members. Unless **specified in the BDS**, there is no limit on the number of members in a JV. In case of a successful bid, the joint venture agreement shall be registered in the place **specified in BDS** so as to be legally valid and binding on members.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or

- (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
  - (e) any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
  - (f) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member, may participate as a sub-contractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration



documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including related Services.

- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI paragraph 2.2 d., shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.
- 4.7 Not used.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
- 4.9 Not used.
- 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 5. Qualification of the Bidder**
- 5.1 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

## **B. Contents of Bidding Document**

**6. Sections of Bidding Document**

6.1 The bidding document consists of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 9.

**PART 1: Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

**PART 2: Employer's Requirements**

- Section VII - Employer's Requirements

**PART 3: Contract**

- Section VIII - General Conditions of Contract (GCC)
- Section IX - Special Conditions of Contract (SCC)
- Section X - Contract Forms

6.2 The Specific Procurement Notice - Request for Bids (RFB) issued by the Employer is not part of this bidding document.

6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 9. In case of any contradiction, documents obtained directly from the Employer shall prevail.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid, all information or documentation as is required by the bidding document.

**7. Site Visit**

7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for providing the Services. The costs of visiting the Site shall be at the Bidder's own

expense.

**8. Clarification of Bidding Document** 8.1 The electronic bidding system **specified in the BDS** provides for online clarifications. A Bidder requiring any clarification of the bidding document may notify the Employer online. Clarifications requested through any other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period **specified in the BDS**. Description of clarification sought, and the response of the Employer shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 9 and ITB 23.2.

**9. Amendment of Bidding Document** 9.1 At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda. The addendum will appear on the e-procurement system under “Latest Corrigendum” and email notification is also automatically sent to those bidders who have started working on the tender, or as **otherwise specified in BDS**.

9.2 Any addendum thus issued shall be part of the bidding document and shall be deemed to have been communicated to all bidders.

9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.2 below.

### **C. Preparation of Bids**

**10. Cost of Bidding** 10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

**11. Language of Bid** 11.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**12. Documents Comprising** 12.1 The Bid shall comprise two Parts, namely the Technical Part and the

**the Bid**

Financial Part. These two Parts shall be submitted simultaneously.

12.2 The Technical Part shall contain the following:

- (a) **Letter of Bid – Technical Part** prepared in accordance with ITB 13;
- (b) **Bid Security** in accordance with ITB 20.1;
- (c) **Alternative Bid – Technical Part:** if permissible in accordance with ITB 14;
- (d) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
- (e) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
- (f) **Bidder's Eligibility:** documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;
- (g) **Conformity:** documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and
- (h) any other document **required in the BDS.**

12.3 The **Financial Part** shall contain the following:

- (a) **Letter of Bid – Financial Part:** prepared in accordance with ITB 13 and ITB 15;
- (b) **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15;
- (c) **Alternative Bid - Financial Part:** if permissible in accordance with ITB 14; and
- (d) any other document **required in the BDS.**

12.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

12.5 In addition to the requirements under ITB 12.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of

the proposed Agreement.

12.6 The Bidder shall furnish in the Letter of Bid – Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid, and to contract execution if the Bidder is awarded the contract.

### **13. Process of Bid Submission**

13.1 The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3. All blank spaces shall be filled in with the information requested.

13.2 Entire Bid including the Letters of Bid and filled-up Activity Schedule shall be submitted online on e-procurement system specified in ITB 8.1. Details and process of online submission of the tender and relevant documents are given in the website mentioned above. Scanned copies of documents listed in ITB clauses 12 and 13.3 should also be uploaded on this website.

13.3 **Submission of Original Documents:** The bidders are required to separately submit (i) original demand drafts towards the cost of bid document and registration on e-procurement website (if not previously registered) (as per RFB); and (ii) original bid security in approved form; and (iii) original affidavit regarding correctness of information furnished with bid document, with the office **specified in the BDS**, before the bid submission deadline, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened. Hard copy of rest of the bid or any other document are not to be submitted.

### **14. Alternative Bids**

14.1 Unless otherwise **indicated in the BDS**, alternative Bids shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Most Advantageous Bidder shall be considered by the Employer.

14.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

14.3 When **specified in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Services, and such parts will be **identified in the BDS**, as will be the method for their evaluating, and described in Section VII, Employer's Requirements.

**15. Bid Prices and Discounts**

- 15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid – Financial Part and in the Activity Schedule(s) shall conform to the requirements specified below.
- 15.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).
- 15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder.
- 15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid – Financial Part in accordance with ITB 13.1.
- 15.5 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Employer’s Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 15.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.
- 15.7 If provided for **in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and the General Conditions of Contract.
- 15.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract.
- 15.9 Bidders may like to ascertain availability of tax/duty exemption benefits available in India to the contracts financed under World Bank loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (Service Provider). The bidder shall furnish alongwith its bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding document. Where the bidder has quoted taking into account such

benefits, it must give all information required for issue of certificates in terms of the Government of India's relevant Notifications as per the declaration format. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the construction equipment/ machinery/ goods for which certificate is required is Nil.

To the extent the Employer determines the quantities indicated therein are reasonable keeping in view the specifications/performance requirements, proposed work method and schedule, the certificates will be issued within 60 [sixty] days of signing of contract and no subsequent changes will be permitted. In case of materials pertaining to Variation items and quantities, the certificate shall be issued only on request from the Service Provider when in need, and to the extent the Employer determines the quantities indicated therein are reasonable. No certificate will be issued for items where no quantity/capacity of equipment is indicated in the statement.

If the bidder has considered the tax/duty exemption for materials/construction equipment to be bought for the work, the bidder shall confirm and certify that the Employer will not be required to undertake any responsibilities of the Government of India Scheme or the said exemptions being available during the contract execution, except issuing the required certificate.

The bids which do not conform to the above provisions or any condition by the bidder which makes the bid subject to availability of tax/ duty exemption or compensation on withdrawal of any variations to the said exemptions will be treated as non-responsive and rejected. Any delay in procurement of the construction equipment/ machinery/goods as a result of the above shall not be a cause for granting any extension of time.

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| <b>16. Currencies of Bid and Payment</b>                 | 16.1 The prices shall be quoted by the Bidder, and shall be paid for by the Employer, entirely in Indian Rupees.  |
| <b>17. Documents Establishing Conformity of Services</b> | 17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements. |
|  | 17.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial                 |

equivalence or are superior to those specified in the Section VII, Employer's Requirements.

**18. Documents  
Establishing  
the Eligibility  
and  
Qualifications  
of the Bidder**

- 18.1 To establish their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.
- 18.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- 18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.

**19. Period of  
Validity of  
Bids**

- 19.1 Bids shall remain valid for the Bid Validity period **specified in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline date (as prescribed by the Employer in accordance with ITB 23.1). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.
- 19.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.3.
- 19.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity period, the Contract price shall be determined as follows:
- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor **specified in the BDS**;
  - (b) in the case of adjustable price contracts, no adjustment shall be made;
  - (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

**20. Bid Security**

- 20.1 Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of the Technical part of its Bid, a Bid security in original form,



and in the amount **specified in the BDS.**

20.2 Not used.

20.3 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a nationalized/ scheduled bank located in India;
- (b) an irrevocable letter of credit issued by a Nationalized/ Scheduled bank located in India;
- (c) a cashier's or certified check or demand draft from a Nationalized/ Scheduled bank located in India; or
- (d) another security **specified in the BDS.**

If the unconditional guarantee is issued by an institution located outside India, it shall be counter signed by a Nationalized/Scheduled bank located in India, to make it enforceable. In the case of a bank guarantee, the Bid security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for forty-five (45) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 19.2.

20.4 If a Bid Security is specified pursuant to ITB 20.1, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

20.5 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB 48.

20.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.

20.7 The Bid Security may be forfeited:

- (a) if a Bidder withdraws/modifies/substitutes its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid - Technical Part and repeated in Letter of Bid - Financial Part, or any extension thereto provided by the Bidder; or if the Bidder does not accept the correction of its Bid Price pursuant

to ITB Sub-Clause 36; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 47; or

(ii) furnish a performance security in accordance with ITB 48.

20.8 The Bid Security of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 12.2.

20.9 Not used.

## 21. Format and Signing of Bid

21.1 The Bidder shall prepare the Bid as per details given in ITB 22.

21.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business.

21.3 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be uploaded along with the Bid.

21.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives. Documents establishing authority to sign the bid on behalf of the JV shall be uploaded along with the Bid.

21.5 Corrections, if any, can be carried out by editing the information before electronic submission on e-procurement portal.

## D. Online Submission of Bids

## 22. Preparation of Bids

22.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in BDS 8.1. Detailed guidelines for viewing bids and submission of online bids are given on the website. The Request for Bids under this Project is published on this website. Any citizen or prospective bidder can logon to this website and view the Request for Bids and can view the details of Non-Consulting Services for which bids are invited. A prospective bidder can submit its bid online; however, the bidder is required to have enrolment/registration in the website, and should have valid Digital Signature Certificate (DSC) in the form of smart card/e-

token obtained from any certifying agency authorised by the Government of India (for class of DSC **specified in BDS**). The bidder should register in the website using the relevant option available. Then the Digital Signature registration has to be done with the e-token, after logging into the website. The bidder can then login the website through the secured login by entering the password of the e-token & the user id/ password chosen during registration. After getting the bid schedules, the Bidder should go through them carefully and submit the specified documents, alongwith the bid, otherwise the bid will be rejected.

22.2 The completed bid comprising of documents indicated in ITB 12, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates as are mentioned in different sections in the bidding document and scanned copy of the bid security.

22.3 All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid identification number which is time stamped as per server time. This shall be treated as acknowledgement of bid submission.

22.4 Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

**23. Deadline for Submission of Bids**

23.1 Bids must be uploaded online no later than the date and time **specified in the BDS**.

23.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 9, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**24. Late Bids**

24.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.

**25. Withdrawal, Substitution and Modification of Bids**

25.1 Bidders may modify their bids by using the appropriate option for bid modification on e-procurement portal, before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid

by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is not allowed (or allowed **if specified in BDS**).

- 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall not be opened.
- 25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid (Technical Part and repeated in Letter of Bid - Financial Part) or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB 20.7.

### **E. Public Opening of Technical Parts of Bids**

#### **26. Public Opening of Technical Parts of Bids**

- 26.1 The Employer shall, at the Bid opening, publicly open Technical Parts of all Bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidders' designated representatives and anyone who choose to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB 13.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 13.3 will be declared non-responsive and will not be opened. Thereafter bidder's names, Alternative Bid – Technical Part, and such other details as the Employer may consider appropriate will be notified, online by the Employer at the time of bid opening.
- 26.2 The electronic summary of the bid opening will be generated and uploaded online. The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, and alternative bids – technical parts if permitted in ITB 14, that are opened at Bid opening of Technical Parts shall be considered further for evaluation.

### **F. Evaluation and Comparison of Bids – General Provisions**

- 27. Confidentiality** 27.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on Contract Award is transmitted to all Bidders in accordance with ITB 45.

- 27.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB 27.2, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.
- 28. Clarification of Bids**
- 28.1 To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB 36.
- 28.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.
- 29. Deviations, Reservations, and Omissions**
- 29.1 During the evaluation of Bids, the following definitions apply:
- (a) "Deviation" is a departure from the requirements specified in the bidding document;
  - (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- 30. Nonconformities, Errors and Omissions**
- 30.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid which do not constitute a material deviation, reservation or omission.
- 30.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with

the request may result in the rejection of its Bid.

- 30.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner **specified in the BDS**.

## **G. Evaluation of Technical Parts of Bids**

### **31. Evaluation of Technical Parts**

- 31.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in ITB 32, ITB 33, and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

### **32. Determination of Responsiveness**

- 32.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.
- 32.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) if accepted, would:
    - (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
    - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or
  - (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
- 32.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that, all requirements of Section VII, Employer's Requirements have been met without any material deviation or reservation, or omission.
- 32.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 32.5 Only substantially responsive bids submitted by eligible and qualified bidders shall proceed to the detailed technical evaluation specified in ITB 31

- 33. Detailed Evaluation of Technical Part**
- 33.1 The Employer’s evaluation of Technical Part will be carried out as specified in Section III, Evaluation and Qualification Criteria
- 33.2 The scores to be given to technical factors and sub factors are specified **in the BDS**.
- 34. Qualification of the Bidder**
- 34.1 The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid – Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder’s subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder that submitted the Bid.
- 34.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.
- 34.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the second public opening.

## **H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts**

- 35. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts**
- 35.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify in writing those Bidders whose Bids were considered substantially non-responsive to the bidding document or failed to meet the eligibility and qualification requirements, advising them of the following information:
- a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
  - b) their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” will be returned to them unopened after the completion of the selection process and the signing of the Contract; and
  - c) notify them of the date, time and location of the public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART”.
- 35.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially

responsive to the bidding document and met the eligibility and qualification requirements, advising them of the following information:

- a) their Bid has been evaluated as substantially responsive to the bidding document and met the eligibility and qualification requirements;
- b) their envelope marked "SECOND ENVELOPE: FINANCIAL PART" will be opened at the public opening of the Financial Parts; and
- c) notify them of the date, time and location of the second public opening of the envelopes marked "SECOND ENVELOPE: FINANCIAL PART" as specified in the BDS.

35.3 The opening date shall be not less than ten (10) Business Days from the date of notification of the results of the technical evaluation, specified in ITB 35.1 and 35.2. However, if the Employer receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to procurement related complaint procedure. The Financial Part of the Bid shall be opened publicly in the presence of Bidders' designated representatives and anyone who chooses to attend.

35.4 At this public opening, the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the eligibility and qualification requirements and whose bids were evaluated as substantially responsive will have their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" opened at the second public opening. Each of these envelopes marked "SECOND ENVELOPE: FINANCIAL PART" shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, the technical score and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.

35.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of the Employer attending the Bid opening in the manner specified in the BDS.

35.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked "SECOND ENVELOPE: FINANCIAL PART" at this public opening.

35.7 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:

- a) the name of the Bidder whose Financial Part was opened;



- b) the Bid price, per lot (contract) if applicable, including any discounts; and
- c) if applicable, any Alternative Bid- Financial Part.

35.8 The Bidders whose envelopes marked “SECOND ENVELOPE: FINANCIAL PART” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **I. Evaluation of Financial Parts of Bids**

### **36. Evaluation of Financial Parts**

36.1 In evaluating the Financial Part of each Bid, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:

- (a) not used;
- (b) price adjustment due to discounts offered in accordance with ITB 15.4;
- (c) not used;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30.3;
- (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Daywork, when requested in the Specifications (or Terms of Reference); and
- (f) the additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.

36.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

36.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid – Financial Part, is specified in Section III, Evaluation and Qualification Criteria.

### **37. Correction of Arithmetical Errors**

37.1 The e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures, and therefore there is no scope of discrepancy and need for arithmetic correction.

- 38. Conversion to Single Currency** 38.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.
- 39. Margin of Preference** 39.1 Margin of domestic preference shall not apply.
- 40. Abnormally Low Bids** 40.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.
- 40.2 In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise **specified in the BDS**, shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.
- 40.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.
- 41. Employer's Right to Accept Any Bid, and to Reject Any or All Bids** 41.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 42. Standstill Period** 42.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply

## **J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention of Award**

**43. Evaluation of combined Technical and Financial Parts**

- 43.1 The Employer's evaluation of responsive Bids will take into account technical factors, in addition to cost factors in accordance with Section III Evaluation and Qualification Criteria. The weight to be assigned for the Technical factors and cost is specified in the BDS. The Employer will rank the Bids based on the evaluated Bid score (B).
- 43.2 The Employer will determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be substantially responsive to the Bidding document and is the Bid with the highest combined technical and financial score

**44. Notification of Intention of Award**

- 44.1 The Employer shall send to each Bidder (that has not already been notified that it has been unsuccessful), the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- a) the name and address of the Bidder submitting the successful Bid;
  - b) the Contract price of the successful Bid;
  - c) the total combined score of the successful Bidder;
  - d) the names of all Bidders who submitted Bids, and their Bid prices as readout and as evaluated and technical scores;
  - e) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful;
  - f) the expiry date of the Standstill Period; and
  - g) instructions on how to request a debriefing or submit a complaint during the standstill period.

**K. Award of Contract**

**45. Notification of Award**

- 45.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 42.1, or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 45.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- a) name and address of the Employer;
- b) name and reference number of the contract being awarded, and the selection method used;
- c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- d) name of Bidders whose Bids were rejected and the reasons for their rejection;
- e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- f) successful Bidder's Beneficial Ownership Disclosure Form.

45.3 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

45.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

**46. Debriefing by the Employer**

46.1 The Employer shall promptly respond in writing to any unsuccessful Bidder who, after publication of contract award requests the Employer in writing to explain on which grounds its bid was not selected.

**47. Signing of Contract**

47.1 Promptly upon Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder.

47.2 Within twenty-one (21) days of receipt of Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with ITB Clause 48, and revised methodology for delivery of services; (b) if the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid; and (c) shall sign, date and return the Agreement to the Employer along with the documents stated at (a) and (b) above.

**48. Performance Security**

48.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security, if required, in Indian Rupees, in accordance with the GCC 3.9, and in the amount and form **stipulated in the BDS**.

48.2 If the Performance Security furnished by the successful Bidder is in the form of a Bank Guarantee, it shall be issued at the Bidder's option, by a nationalized/ scheduled bank located in India, or by a foreign bank acceptable to the Employer, through a correspondent bank located in India. The performance security of a Joint Venture shall be in the name of the joint venture specifying the names of all members.

48.3 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

#### **49. Adjudicator**

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



## Section II - Bid Data Sheet (BDS)

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

*[This section should be filled out by the Employer before issuance of the Bidding Documents. Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB]*

ITB Reference	A. General
<b>ITB 1.1</b>	<p>The reference number of the Request for Bids (RFB) is : IN-KBL-322064</p> <p>The Employer is: <i>Karmayogi Bharat</i></p> <p>The name of the RFB is: <i>Selection of Managed Cloud Service Provider for iGot Platform of Karmayogi Bharat</i></p> <p>The number and identification of lots (contracts) comprising this RFB is: N/A</p>
<b>ITB 1.2</b>	The Employer shall use the e-procurement system specified in BDS 8.1.
<b>ITB 1.3</b>	The Intended Completion Date is 5 years from the date of signing of the contract
<b>ITB 2.1</b>	<p>The Borrower is Government of India: Department of Personnel and Training (DoPT)</p> <hr/> <p>Loan or Financing Agreement amount: <i>47 M USD</i></p> <p>The name of the Project is: National Public Service Capacity Building Project</p>

<b>ITB 4.1</b>	<p>Bids from Joint Ventures are permitted</p> <p>Where Joint Ventures are permitted:</p> <p>(a) Maximum number of members in the Joint Venture (JV) shall be as per the below conditions only:</p> <ul style="list-style-type: none"> <li><i>i. A bidder can form joint venture with only one CSP</i></li> <li><i>ii. Any bidder can bid only for one (1) CSP and cannot submit multiple bids with different CSP's</i></li> <li><i>iii. A bidder cannot form a joint venture with multiple CMSP's</i></li> <li><i>iv. A joint venture is only allowed with one CSP and CMSP with maximum number of parties participating in the joint venture is upto two (2)</i></li> </ul> <p>(b) Place where the agreement to form JV to be registered is New Delhi, India</p> <p>(c) A statement to the effect that all members of the joint venture shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms, shall be included in the authorization nominating a Representative or member in charge, as well as in the Bid and in the Agreement in case of a successful bid.</p> <p>(d) The joint venture agreement should precisely define the division of assignments to each member of JV. All members of JV should have active participation in the execution during the currency of the contract. This should not be varied/ modified subsequently without prior approval of the Employer.</p>
<b>ITB 4.5</b>	<p>A list of debarred firms and individuals is available on the Bank's external website: <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>.</p>
<b>B. Contents of Bidding Document</b>	
<b>ITB 8.1</b>	<p><b>Electronic – Procurement System</b></p> <p>The Employer shall use the following electronic-procurement system to manage this Bidding process:</p> <p><b><i>Central Public Procurement Portal</i></b> (<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>)</p> <p>The pre-bid conference shall be held on 25-08-2023 at the below mentioned address at 12 Noon</p> <p>Karmayogi Bharat</p> <p>7<sup>th</sup> Floor, Parsavnath Capital Towers, Bhai Vir Singh Marg, Sector 4, Gole Market, New Delhi - 110001</p> <p>Requests for clarification should be received by the Employer no later than: <b><i>10 Days from the date of issuance RFB document.</i></b></p>



<b>ITB 9.1</b>	The addendum will appear on the e-procurement system under corrigendum section of the RFP on CPPP.
	<b>C. Preparation of Bids</b>
<b>ITB 12.2 (h)</b>	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ol style="list-style-type: none"> <li>1. GST Registration Required for the Cloud Managed Service Provider in case the CSP is a part of the JV</li> <li>2. The following documents are required for the Cloud Managed Service Provider <ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Certificate of GST Registration</li> <li>• PAN Number details</li> </ul> </li> </ol>
<b>ITB 12.3 (d)</b>	<p>The Bidder shall submit the following additional documents in its Bid:</p> <p>(a) original bid security in approved form; and</p> <p>(b) original affidavit regarding correctness of information furnished with bid document</p>
<b>ITB 13</b>	<p><b>Note for Bidders:</b> Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be downloaded by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents.</p>
<b>ITB 13.3</b>	<p>For submission of original documents, the Employer's address is:</p> <p>Attention: Chief Operating Officer (COO)  Street Address: Parsavnath Capital Tower, Sector 4, Gole Market, New Delhi, 110001  Floor/ Room number: Procurement Division, 7<sup>th</sup> floor  City: New Delhi  PIN/Postal Code: 110001  Country: INDIA</p>
<b>ITB 14.1</b>	Alternative Bids <i>shall not be</i> considered.
<b>ITB 14.2</b>	Alternative times for completion <i>shall not be</i> permitted.

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<b>ITB 14.3</b>	Alternative technical solutions shall be permitted for the following parts of the Services: None
<b>ITB 15.4</b>	None
<b>ITB 15.7</b>	<p>The prices quoted by the Bidder <i>shall</i> be subject to adjustment during the performance of the Contract. The prices of the components quoted and being used by the employer shall be subject to revision as per the list price of the CSP, while the cost of resources shall be revised every 12 months as per the prevailing consumer price index (CPI) inflation rate in India.</p> <p>The adjustment of contract price, if provided, will be done in accordance with GCC Clause 6.6 and the corresponding clause in the SCC.</p>
<b>ITB 19.1</b>	The Bid validity period shall be 120 days.
<b>ITB 19.3 (a)</b>	The Bid price shall be adjusted by the following factor: 0 % per annum.
<b>ITB 20.1</b>	<p>A Bid Security <i>shall be</i> required.</p> <p>The amount of the Bid Security shall be Rs. 1,20,00,000/- (<u>Rs. one crore twenty lakhs only</u>)</p>
<b>ITB 20.3 (d)</b>	<p><b>Other types of acceptable Securities:</b></p> <p>Bank Guarantee certificate issued by a Nationalized/ Scheduled bank located in India for equivalent or higher values are acceptable as Bid Security provided it is pledged in favour of 'CEO, Karmayogi Bharat' and such pledging has been noted and suitably endorsed by the bank issuing the certificate.</p>
<b>ITB 21.3</b>	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <i>Legally valid Power of Attorney is required to demonstrate the authority of the signatory to sign the Bid; and</i></p> <p><i>In the case of Bids submitted by an existing or intended JV, if permitted as per ITB 4.1, the authorization shall be evidenced by a Power of Attorney signed by legally authorized signatories of all the members</i></p>
	<b>D. Online Submission of Bids</b>
<b>ITB 22.1</b>	Class of DSC required is: Class III Digital Signature Certificate (DSC)

<b>ITB 23.1</b>	The deadline for uploading the Bids is: Date: <i>September 18, 2023</i> Time: <i>1700 hrs, 5:00 PM</i>
<b>ITB 25.1</b>	Re-submission of the bid is not allowed, if withdrawn.
<b>E. Public Opening of Technical Parts of Bids</b>	
<b>ITB 26.1</b>	The online opening of Technical Part of Bids shall take place at: CPPP ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ) at <i>Karmayogi Bharat Office</i> Street Address: Parsavnath Capital Tower, Sector 4, Gole Market, New Delhi, 110001 Floor/ Room number: Procurement Division, 7 <sup>th</sup> floor City: New Delhi PIN/Postal Code: 110001 Country: INDIA Date: <i>September 18, 2023</i> Time: <i>1730 Hrs or 5:30 PM</i>  In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.
<b>F. Evaluation and Comparison of Bids – General Provisions</b>	
<b>ITB 30.3</b>	The adjustment shall be based on the highest price of the item or component as quoted in other substantially responsive Bids, subject to a maximum of the estimated price of the item. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.
<b>G. Evaluation of Technical Parts of Bids</b>	
<b>ITB 31.1</b>	The technical factors (sub-factors) and the corresponding weight out of 100% are given in Annexure (i) to Section III along with the criteria to access the responsiveness of the bids received by the employer.  The specified technical factors may be modified as appropriate to ensure that the documents requested from Bidders as part of the Technical Part of their Bid (Section IV) enable evaluation of the technical factors.  The weight to be given to technical factors is : 0.7

<b>H. Notification of Evaluation of Technical Parts and Public Opening of Financial Parts</b>	
<b>ITB 35.2 (c)</b>	<p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the date and time of the public opening of Financial Parts of Bids.</p> <p>In addition to the above the Employer shall publish a notice of the public opening of the Financial Parts of the Bid on its website and CPPP</p> <p>In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.</p>
<b>I. Evaluation of Financial Parts of Bids</b>	
<b>ITB 40.2</b>	Provisions related to Abnormally Low Bids apply.
<b>J. Evaluation of Combined Technical and Financial Parts, Most Advantageous Bid and Notification of Intention of Award</b>	
<b>ITB 43.1</b>	The weight to be given for cost is : 0.3
<b>K. Award of Contract</b>	
<b>ITB 48.1</b>	The Performance Security amount is 5% percent of Contract Amount, and the Standard Form of Performance Security acceptable to the Employer shall be a Bank Guarantee.
<b>ITB 49</b>	<p>The Employer shall propose an Adjudicator before the signing of the contract. The daily rate for this proposed Adjudicator shall be not less than INR 10,000 per day.</p> <p>The biographical data of the proposed Adjudicator shall be furnished before the signing of the contract.</p> <p>In case the either party does not accept the proposed adjudicator then a adjudicator appointed by Indian Council of Adjudicators (ICA) from their approved list of adjudicators.</p>

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

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

Please Note that the definition of Managed Services for the purpose of evaluation of this bid is as detailed below:

CSP Managed Services defined as- The capability provided to the consumer by the CSP/CSP Market Place, to deploy on-to the cloud infrastructure consumer created or acquired applications, created using programming languages, libraries, APIs, services and tools, supported by the provider. The consumer/CMSP does not manage or control the underlying cloud infrastructure including network, servers, operating systems or storage, but has control over the deployed applications and possibly configuration settings for the application hosting environment. (Ref: [https://csrc.nist.gov/glossary/term/platform\\_as\\_a\\_service](https://csrc.nist.gov/glossary/term/platform_as_a_service)). All SLA's for managed services should be directly promised by the CSP.

### **Contents**

- 1. Qualification**
- 2. Technical Evaluation Process**
- 3. Combined Evaluation**

## 1. Qualification

- a. The Bidders Qualification to assess the responsiveness of the bid document will be evaluated as per the requirements specified in the bid document and adopting the pre-qualification criteria spelt out in this bid document. The Bidder is required to submit all required documentation in support of the pre-qualification criteria specified.
- b. The Bidder shall meet all the mandatory compliance requirements specified in this section to be responsive. Failure to meet the mandatory compliance requirements will result in disqualification of the Bidder.
- c. All the bidders will be communicated of the results of evaluation of the pre-qualification bids.
- d. The Technical bids of those bidders who qualify in the prequalification process will only be evaluated further against the technical bid evaluation criteria specified in the bid document.

## Criteria for Cloud Managed Service Provider

The below mentioned criteria need to be fulfilled by the cloud managed service provider bidding for the project.

#	Pre-Qualification Criteria for CMSP	Documents Required
1	The CMSP, as a single legal entity, must be: <ol style="list-style-type: none"> <li>1) A company incorporated under the Indian Companies Act, 2013 or any other previous company law as per section 2 (20) of the Indian Companies Act 2013/ Partnerships Firm registered under the Limited Liability Partnerships or Partnership Act</li> <li>2) Registered with the Income Tax (PAN) and GST (GSTN) Authorities in India with active status</li> </ol>	a) Copy of Certificate of Incorporation or Certified copy of Partnership Deed.  b) GST Registration certificate
2	The CMSP, as a single legal entity or its holding company, must have a positive Net Worth in each of the last three financial years (2020-21, 2021-22 & 2022-23)	Copy of audited Balance Sheet and Profit and Loss statement with the signature and seal of the Statutory auditors
3	The CMSP should have an annual average turnover of INR 100 Crores from IT Services out of which at least 25 Crore should be from Managed Cloud Services and should be profitable over the last three financial years (2020-21, 2021-22 & 2022-23)	Letter from Statutory Auditors on their letter head mentioning the annual revenue from IT Services and Managed Cloud Services in each of the last three financial years as stated.
4	The CMSP must have strength of at least 50 IT Professionals (data center/networking/DevOps automation/cloud services professionals/cloud security experts) on their payroll as on date of submission of this bid. At least 10 of these professionals must have experience (of minimum 3 years) in maintenance of hyperscale cloud platform such as Virtualization, security, database etc.)	Certificate from HR head on the letter head of CMSP certifying the availability of resources on their payroll as on date of submission of this bid as per the requirement
5	The CMSP or the proposed CSP should not be in the list of debarred companies of the world bank ( <a href="https://www.worldbank.org/en/projects-">https://www.worldbank.org/en/projects-</a>	Letter from authorized signatory on the letter head of CMSP regarding non debarment

#	Pre-Qualification Criteria for CMSP	Documents Required
	operations/procurement/debarred-firms)	
6	The CMSP should have managed or successfully delivered at least two projects of hosting an enterprise grade application on the proposed cloud. The application hosted should at least have a user base of 1,00,000 users should have a minimum billing value of 2 Cr per year and the project should be ongoing for at least for a period of 2 consecutive years in the period of last 5 years (i.e. between 2017 – 2023)	Copy of Client certificate, work order, completion certificate or extract from the contract mentioning the scope of work along with client completing certificate. Copy of evidence of the user base for the application from a publicly verifiable (source such as newspaper article/website/app downloads etc.)  CA certificate confirming the billing value every year from the project.
7	The CMSP should an authorized cloud reseller for the proposed cloud service provider for a minimum of 2 consecutive years as on 31 <sup>st</sup> March 2023 from the date of submission of the bid.	Copy of Manufactures Authorization Form from the CSP to the CMSP and a declaration on the CSP letter head certifying then duration in years from which the CMSP is their authorized cloud reseller.

## Criteria for Cloud Service Provider

The below evidence shall be submitted by the Cloud Service Provider in case of a joint venture else needs to be submitted by the bidder on behalf of the proposed CSP on their letter head duly signed by the authorized signatory signing the bid document from the CMSP.

#	Pre-Qualification criteria for CSP	Documents required
2	The CSP must have experience of provisioning Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) on their Cloud for at least 3 clients form Central PSU/Central Govt/State Govt. in India in the last 5 years (i.e. between 2017 to 2023)	a. Declaration by the CSP on their letter head clearly mentioning the name of the client and the application being hosted on their data centers duly signed by the authorized signatory.  Or  Workorder Copy clearing mentioning the name of the cloud platform and along with the name of the application.
3	The Data Center Facility (or each of the facilities where the cloud service offerings are proposed to be offered) must meet the following criteria: <ul style="list-style-type: none"> <li>a. The Data Center Facility must be within India, should be currently operational and owned or contracted.</li> <li>b. The Data Center Facility shall at a minimum have: <ul style="list-style-type: none"> <li>i. Routers, Firewalls, LAN, WAN, Internet Access, and Hosting Centers, Backup, Operations Management, and Data Management</li> <li>ii. Security &amp; Data Privacy (Data &amp; Network Security including Anti-Virus,</li> </ul> </li> </ul>	a. Cloud Service Provider should provide a self-signed certificate on their letter head from authorized signatory in case the datacenter facility is owned or provide datacenter facility vendor signed certificate for contracted capacity for the number of racks CSP to provide a self-signed certificate on their letter head from authorized signatory mentioning the Data center facilities at the Data center along with copy of following certificates:- <ul style="list-style-type: none"> <li>i. Data Centre Tier III certificate, certified under TIA 942 or Uptime Institute certifications by a 3rd party</li> </ul>

#	Pre-Qualification criteria for CSP	Documents required
	<p>Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, HIDS / NIDS, Rights Management, SIEM, Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications &amp; Compliance, Authentication &amp; Authorization, and Auditing &amp; Accounting.)</p> <p>iii. Conform to at least Tier III standard, certified under TIA 942 or Uptime Institute certifications by a 3rd party</p> <p>iv. Assured protection with security built at multiple levels.</p> <p>v. Cloud platform should be certified for the latest version of ISO 27001 (year 2022), by a competent auditing authority</p> <p>vi. Reports of periodic third party inspections/audits and the certifications should be available online or shared on demand for scrutiny</p>	<p>ii. Cloud platform certificate for the latest version of ISO 27001 (year 2021, by a competent auditing authority)</p> <p>iii. Copy of certificate issues by third party for periodic inspections/audits</p> <p>b. Undertaking on the Security &amp; Data Privacy on the letter head of authorized signatory mentioning the compliance following -Data &amp; Network Security including Anti-Virus, Virtual Firewall, Multi Factor Authentication, VPN, IPS, Log Analyzer / Syslog, SSL, DDOS Protection, HIDS / NIDS, Rights Management, SIEM, Integrated Vulnerability Assessment, SOC, Private Virtual Zones, Data Privacy, Data Encryption, Certifications &amp; Compliance, Authentication &amp; Authorization, and Auditing &amp; Accounting</p> <p>c. Copy of latest Certification or letter from auditor regarding third party inspection may be provided</p>
4	The CSP is compliant with IT Act 2000 (including 43A) and amendments	Letter from authorized signatory on the letter head of CSP mentioning the compliance
5	The CSP should not be debarred from World Bank Procurements Also, both CSP & Data Centre facility provider should not be under any legal action for indulging in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in India	Letter from authorized signatory on the letter head of CSP regarding non-blacklisting
6	The CSP must be operating in multiple Data Centers in India. The DC and the DR should be 100 Kms apart.	Letter from authorized signatory on the letter head of CSP mentioning the address of the proposed Data center (DC) and Disaster Recovery (DR)
7	The CSP proposed data centers should be MEITY empaneled before the signing of the contract	Meity empanelment letter to be furnished. In case the data centers are not empanelled at the time of bid submission. The empanelment letter to be submitted by the bidder before the signing of the contract.
8	Cloud Requirement Checklist to be certified by the cloud service provider	Cloud Requirement Checklist as given in this section below to be printed on the CSP letterhead and to be duly signed by the authorized signatory. In case the CSP does not meet any of the criteria listed in the checklist the bidder shall be disqualified

### Cloud Requirement Checklist\*

S.No	Criteria	Compliance
1	The proposed cloud should have the capability to provide various other services like Database, Cache, Search, Analytics, Mobile Backend, Queues, Tables, Backup, Identity Management, CDN, Client Application Analytics as a Service on pay as per	Yes/No



S.No	Criteria	Compliance
	usage mode backed by monthly SLAs of minimum 99.5% availability and the SLAs should be promised and publicly published by the CSP	
2	The Cloud services should be available on various commercial models such as pay as per usage, 1 year price lockin, 3 year price lockin etc. for compute infrastructure	Yes/No
3	The proposed cloud should provide inbuilt logging and auditing capabilities	Yes/No
4	The proposed cloud should support auto scalability to increase or decrease the compute resources as per demand in order of minutes based on CPU/RAM utilization and charge only for resources being used on a per minute, hourly or daily basis	Yes/No
5	The proposed cloud should provide mechanisms to allow provisioning/de provisioning of Virtual Machines on demand and should not charge for them when de provisioned.	Yes/No
6	The proposed cloud should support and allow users to encrypt their data at rest using customer's own key and should allow to encrypt data while in transit	Yes/No
7	The proposed cloud must ensure that the Network layer has capabilities for in-depth packet inspection and intelligence in blocking attacks at no extra cost to the user	Yes/No
8	The proposed cloud should ensure that their network is protected against DDOS attacks	Yes/No
9	The proposed cloud should support logical separation of the infrastructure pieces provisioned on the cloud in multiple setups	Yes/No
10	The Data Centre services from where Cloud services are being provisioned should be ISO 27017/27018 certified and ISO 27701/27001 certified	Yes/No
11	The Data Centre from where the Cloud services are being proposed to be provided shall be in India.	Yes/No
12	The proposed cloud should provide for a monitoring interface directly from the CSP with no additional layer which should allow monitoring of infrastructure on a nearly real time status of all the services refreshed at least at a frequency of 5 min at no extra cost to the user.	Yes/No
13	The CSP should publish the history of service availability for all the services offered for a period of at least 3 months.	Yes/No
14	The proposed cloud should allow penetration testing if required.	Yes/No
15	The proposed cloud should have service accreditation relevant to security, availability, confidentiality, processing, integrity, and privacy trust services principals such as SOC1, SOC2 and SOC3, PCI DSS	Yes/No
16	The proposed cloud should have ISO 22301 certification for business continuity implementation	Yes/No
17	The proposed should have a marketplace for procuring third party services e.g. databases, Firewall, Disaster recovery management software etc.	Yes/No
18	The proposed cloud platform should provide the ability to reliably store large amounts of data and should provide automatic cost optimization by tiering of older data.	Yes/No
19	The proposed cloud should have a public calculator link for creating and validating the list prices of CSP.	Yes/No
20	Offer LDAP authentication services on cloud which can scale up to millions of users.	Yes/No
21	The cloud data center must have assured protection with security built at multiple levels and 24x7 monitoring by provisioning physical security, biometric identification, and close circuit monitoring	Yes/No
22	The cloud service offering shall support Network and security with virtual firewall and virtual load balancer integration for auto-scale functions	Yes/No
23	The proposed cloud should have the facilities of self-service portal for self-provisioning of cloud services like compute (Virtual, Docker, Containers, Database), file storage, object storage, caching (CDN, Memory Caching), networking (API Gateway, Load Balancer, NAT Gateway), etc within 5 hours.	Yes/No
24	The CMSP must provide a UAT (User Acceptance Test) for the failover/failback scenarios after the deployment.	Yes/No

\*The bidder must meet all of the criteria mentioned above and need to provide documentary evidence along with necessary links and references against each of the criteria to support the statements.

**Please note that if a CSP is bidding as a single entity it should fulfil the criteria for CMSP as well.**

**In case of a JV the CSP criteria shall be met with the JV partner who is providing the data center and the criteria of CMSP shall be met by the JV partner providing the managed services separately.**

## 2. Technical Qualification Process

- I. Karmayogi Bharat will review the Technical bids of pre-qualified bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Karmayogi Bharat's discretion.
- II. The bidders technical solutions proposed in the bid document will be evaluated as per the requirements specified in the bid document and technical evaluation framework as mentioned in this document. The Bidder would be required to cover the following but not limited to:-
  - Overall Cloud architecture including solution design
  - Project Management and Implementation Methodology
  - Migration Plan
  - Integration approach with other IT Infrastructure
  - Maintenance and Support for proposed solution
  - Risk Mitigation plan
- III. Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an aggregate Technical score of 75% or more will qualify for financial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid and Bidder and the bidder shall be technically non-responsive.
- IV. The sizing w.r.t VM's, Storage and Services is placed at the financial format. It should be noted that the sizing and components listed is indicative and Karmayogi Bharat shall pay as per the actual usage of the cloud. The bids shall be evaluated based on this sizing.

### Technical Evaluation Criteria

The Bidder's technical proposal will be evaluated as per the requirements specified in the bid document and adopting the following evaluation criteria:

#	Evaluation Criteria	Total Marks
1	Cloud Compliance to Technical Requirement Specifications	30
2	Bidders Experience – Client Citations	15
3	Project Team (CVs)	20
4	Quality of Proposal	15
5	Technical Demonstration	20
<b>Total</b>		<b>100</b>

### Technical Requirements Specifications of the proposed cloud

#	Evaluation Criteria	Criteria	Maximum Marks
1	Compliance to Technical requirement	Bidders with maximum compliance to	30

#	Evaluation Criteria	Criteria	Maximum Marks
	specifications as per specifications given below in this section.	all technical requirement specifications will be awarded 30 Marks. <b>Method of TRS calculation.</b> <b>TRS score of a Bidder = {(Total Score Achieved/Maximum Marks possible) *Total marks allotted to TRS section}</b>	

## Bidders Experience

The Bidder is required to provide the citations in the format placed in the bid document along with the supporting documents. This criterion needs to be met by the CMSP only (the JV partner providing the managed services) in case of a JV

#	Evaluation Criteria	Criteria	Maximum Marks
1	<p><b>Proposed cloud experience:</b> Bidders experience in managing and provisioning Managed Cloud Services on the proposed cloud for Indian Enterprise/Government clients and should have billed them at least for 2 consecutive years in the last 5 financial years. (i.e. between 2017 to 2023)</p> <ul style="list-style-type: none"> <li>2 Marks each shall be awarded for projects with yearly billing of more than 2 Cr and upto 4 Cr</li> <li>3 Marks each shall be awarded for projects with yearly billing of more than 4 Cr</li> </ul> <p>A maximum of 3 projects may be submitted against this criterion.</p>	<p>Copy of Client certificate, work order and completion certificate or extract from the contract mentioning the scope of work.</p> <p>CA Certificate confirming the year wise billing billed and collected from client needs to be submitted along with client satisfaction certificate.</p>	9
2	<p><b>Bidders experience</b> of provisioning and managing Managed Cloud Services for clients from Central Govt/State Govt./PSU Organization or agencies in India and should have billed them at least for 2 consecutive years in the last 5 financial years. (i.e. between 2017 to 2023)</p> <ul style="list-style-type: none"> <li>1 Marks each shall be awarded for projects with yearly billing of more than 2 Cr and less than 5 Cr</li> <li>2 Marks each shall be awarded for projects with yearly billing of more than 5 Cr</li> </ul>	<p>Copy of Client certificate, work order and completion certificate or extract from the contract mentioning the scope of work.</p> <p>CA Certificate confirming the year wise billing billed and collected from client needs to be submitted along with client satisfaction certificate.</p>	6

#	Evaluation Criteria	Criteria	Maximum Marks
	A maximum of 3 projects may be submitted against this criterion.		

### Project Team Experience

The bidder needs to provide detailed CV's of the profiles below in the format given in the bid document.

#	Role	Min. Qualification & Experience	Roles and Responsibilities	Maximum Marks
1	Sr. Cloud Architect & Project Manager	<ul style="list-style-type: none"> <li>Graduate preferably with computer science background such as (B.E. / B.Tech./MCA/M.Sc (IT/Com.Sc) )</li> <li>8+ Years of Experience in Cloud ; 4+ years of Experience as Cloud Architect</li> <li>Cloud Architecture Expert Certification in the proposed cloud platform</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for creation of IT Infra/Cloud Deployment Strategy and manage the adaption process and all the Cloud Deployment Activities.</li> <li>Responsible for IT Infra/Cloud Infrastructure sizing, management, deployment architecture</li> <li>Responsible for closely working with Technical Architecture, Project Management, Application Services and the iGOT Karmayogi team to validate Technical Architecture designs and to build/implement</li> <li>Responsible for adherence to IT security to monitor the iGOT Karmayogi Platform cloud privacy.</li> <li>Responsible for all the requirement specification and coordination with the iGOT Karmayogi Cloud Service Provider</li> <li>Responsible for providing Cloud Resource requirement to Karmayogi Bharat wherever required during the project development, implementation, operations, and maintenance.</li> <li>Develop and organize cloud systems and services provided by the Karmayogi Bharat</li> <li>Responsible for documentation, development, and administration of disaster recovery plans</li> </ul>	4
2	Cloud Architect	<ul style="list-style-type: none"> <li>Graduate preferably with computer science background such as (B.E. / B.Tech./MCA/M.Sc (IT/Com. Sc) )</li> <li>4+ Years of Experience in Cloud ; 2+ years of Experience as Cloud Architect</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for creation of IT Infra/Cloud Deployment Strategy and manage the adaption process and all the Cloud Deployment Activities.</li> <li>Responsible for IT Infra/Cloud Infrastructure sizing, management, deployment architecture</li> <li>Responsible for closely working with Technical Architecture, Project Management, Application Services and the iGOT Karmayogi team to validate</li> </ul>	2

#	Role	Min. Qualification & Experience	Roles and Responsibilities	Maximum Marks
		<ul style="list-style-type: none"> <li>Intermediate Cloud Architecture Certification in the proposed cloud platform</li> </ul>	<p>Technical Architecture designs and to build/implement</p> <ul style="list-style-type: none"> <li>Responsible for adherence to IT security to monitor the iGOT Karmayogi Platform cloud privacy.</li> <li>Responsible for all the requirement specification and coordination with the iGOT Karmayogi Cloud Service Provider</li> <li>Responsible for providing Cloud Resource requirement to iGOT Karmayogi wherever required during the project development, implementation, operations, and maintenance.</li> <li>Develop and organize cloud systems and services provided by the Karmayogi Bharat</li> <li>Responsible for documentation, development, and administration of disaster recovery plans</li> </ul>	
3	Sr. Solution Architect	<ul style="list-style-type: none"> <li>Graduate preferably with computer science background such as (B.E. / B.Tech./MCA/M.Sc (IT/Com.Sc) )</li> <li>8+ Years of Experience in Cloud ; 4+ years of Experience as a solution architect</li> <li>Solution Architecture Advanced Certification in the proposed cloud platform</li> </ul>	<ul style="list-style-type: none"> <li>Responsible to oversee all data engineering / Data integrations.</li> <li>Should have sound understanding and knowledge of big data engineering – Cloud Integrations, Serverless, S3/BLOB, Hadoop, HBase, Hive, Spark, Spark streaming, Kafka in memory database systems, Databases (NoSQL and SQL)</li> <li>Should have programmed extensively in python, Pyspark, scala, java or .net</li> <li>Should have managed an industry standard program in cloud building data pipelines, data migrations or analytics pipelines.</li> <li>Should have worked as software solution provider at the level of solution architect, technology evangelist with reputed organizations or projects.</li> <li>Understanding of experience of handling learning management or training delivery solutions shall be a added advantage</li> </ul>	4
4	Database Administrator	<ul style="list-style-type: none"> <li>Graduate preferably with computer science background such as (B.E. / B.Tech./MCA/M.Sc (IT/Com.Sc) )</li> <li>8+ Years of Experience as a database administrator</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for building and maintaining Cloud based database systems depending on iGOT Karmayogi platform requirement</li> <li>Design and implement cloud-based database in accordance to on iGOT Karmayogi platform requirement information needs and views</li> <li>Define users and enable data distribution to the right user, in appropriate format</li> </ul>	4

#	Role	Min. Qualification & Experience	Roles and Responsibilities	Maximum Marks
		<ul style="list-style-type: none"> <li>Advanced DBA certification in the proposed cloud platform</li> </ul>	<p>and in a timely manner</p> <ul style="list-style-type: none"> <li>Use high-speed transaction recovery techniques and backup data</li> <li>Minimize database downtime and manage parameters to provide fast query responses.</li> <li>Provide proactive and reactive data management support and training to users whenever required</li> <li>Determine, enforce and document database policies, procedures and standards</li> <li>Perform tests and evaluations regularly to ensure data security, privacy and integrity</li> </ul>	
5	Dev Ops Engineer	<ul style="list-style-type: none"> <li>Graduate preferably with computer science background such as (B.E. / B.Tech./MCA/M.Sc (IT/Com.Sc) )</li> <li>8+ Years of Experience in Cloud; 4+ years of Experience in containerization &amp; orchestration, CI/CD technologies etc.</li> <li>Advanced Dev Ops Certified Engineer in the proposed cloud platform</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for building test infrastructures using container technologies such as Docker and integrating with CI/ CD pipelines.</li> <li>Responsible for Container orchestration framework like Kubernetes.</li> <li>Responsible for handling UX testing, Functional testing, Integration testing of APIs, Performance and scalability testing</li> <li>Responsible for use of code versioning tools, such as SVN, Git, Bitbucket for iGOT Karmayogi Platform</li> <li>Responsible for use of Issue Tracking software such as Jira, Freshdesk etc.</li> <li>Responsible for use of enterprise class open-source middleware</li> </ul>	4
6	Security Expert	<ul style="list-style-type: none"> <li>Graduate preferably with computer science background such as (B.E. / B.Tech./MCA/M.Sc (IT/Com.Sc) )</li> <li>8+ Years of Experience in IT; 4+ years of Experience in designing and implementing security solutions.</li> <li>Advanced Cloud Security Certified Engineer in the proposed cloud platform</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for adherence of the Security Policy and regularly perform security checks and troubleshooting of iGOT Karmayogi platform</li> <li>Responsible to monitoring, identifying potential risks, preparing mitigation plan for identified risks, updating the risk / mitigation plan, suggest/implement solution to counter the potential risks.</li> <li>Responsible for Track existing processes and offer solutions for improvement.</li> <li>Responsible for updating of latest security technology and trends.</li> <li>Responsible for performing regular audits and provide reports.</li> <li>Responsible for monitoring server traffic and tickets related to Security incidents/breaches. schedule if needed</li> </ul>	2

## Quality of the Proposal Document

The proposal document submitted by the bidder shall be evaluated on the below parameters. The proposals submitted should be clearly indexed and neatly presented will all the below requirements and documents

Evaluation Criteria	Criteria	Maximum Marks
Quality of Proposal	<ul style="list-style-type: none"> <li>Bidder's understanding level of the scope of work (2 Marks)</li> <li>Project Management Methodology for Pre-Implementation Phase (2 Marks)</li> <li>Project Management Methodology for Implementation Phase including Migration of existing Cloud on their Cloud infrastructure (7 Marks)</li> <li>Project Management Methodology for the O &amp;M Phase (2 Marks)</li> <li>Bidders' awareness of the risks in the project (2 Marks)</li> </ul>	15

## Technical Demonstration

Evaluation Criteria	Criteria	Maximum Marks
Technical Demonstration	The bidder shall be required to give a technical demonstration of the proposed cloud platform by the resources proposed by the bidder in their proposal. The date for the demonstration along with the time shall be communicated later after the opening and evaluation of the technical bids received. The team proposed shall demonstrate the use case listed below during the scheduled demonstration.	20

## Technical Requirements Specifications

S.No	Criteria	Compliance (Yes/No)	Marks
1	The proposed cloud should provide for integrated media streaming services for on-the-fly conversion of the video content to multiple video formats required for various devices: MP4 (HTML5 Web Browser), HLS (iOS and Android), HDS (Flash/ Adobe AIR), Smooth Streaming (iOS and Windows), MPEG-DASH (Windows). This will ensure consumption of video across PC (Windows/Mac), Android, iOS and Windows devices.	Yes/No	5
2	The Proposed Cloud should provide a multi-tenant, Identity management (User Authentication & Authorization) and Directory service as a cloud service backed by SLA. The Identity service should allow single sign-on (SSO).		3
3	The DR automation software should be provided as a part of the overall DR-as-a-Service. The software must be provided under a usage model or		2

S.No	Criteria	Compliance (Yes/No)	Marks
	subscription model.		
4	The protected servers should be replicated, and automation must be part of the software functionality to failover/failback to the DR-DC adhering to an RPO of 15 minutes and RTO of 1 Hour. Additionally, the proposed cloud should also offer the other DR replication tool through their marketplace for options to choose from multiple options		2
5	Any server/storage networking/security requirement to support the DR solution at the DR Site should be provisioned by the Bidder and billed to Karmayogi Bharat on a "Per Usage Model" Only. Bidder is requested to mention any other component, License Service cost.		2
6	The proposed DR software should take care of the pre-storing and automation of all network configurations specific to the protected servers during the failover/failback scenarios. These network configurations should include: <ul style="list-style-type: none"> <li>a) Reserving new IP addresses for the failover servers (physical or VM's). Bidder must explicitly mention whether the proposed solution will ensure inheritance of the same IP addresses as that of the primary servers. Bidder should also mention the permitted IP ranges that can be used for the DR servers.</li> <li>b) Configuration of load balancers, Firewalls etc. at the DC &amp; DR Site</li> </ul>		2
7	The replication should be application-consistent for single or N-Tier applications.		3
8	Bidder should be able to provide High IOPS Storage (greater than 50,000 IOPS per VM) and should allow multiple VM's to read data from single disk without performance degradation.		2
9	The proposed application cloud environment should provide flexibility to scale the environment vertically and horizontally: <ul style="list-style-type: none"> <li>a) Vertically: Upscale/downscale the solution to higher configuration Virtual Machines (i.e. VMs with different combinations of CPU and Memory)</li> <li>b) Horizontally: Add more Virtual Machines of the same configuration to a load balanced pool.</li> </ul>		2
10	The proposed cloud should use virtualization platform in public cloud which can be deployed on-premises and the VMs can be moved from Public cloud to on-premises/private cloud seamlessly without reformatting.		2
11	The proposed should have managed media streaming services which should support the following: <ul style="list-style-type: none"> <li>• Native Video on Demand Media Streaming with native CDN integration</li> <li>• SDK's and OpenAPI specifications</li> <li>• Adaptive and progressive streaming media services</li> <li>• On-demand backup/continuous backup</li> </ul>		4
12	The proposed cloud should support the Managed Redis Cache Service		2
13	Allow to copy or clone virtual machines images for archiving, troubleshooting, and testing.		2
14	These storages can be dynamically scalable on-demand and Virtual Machine instances should be able to mount it as OS drives		2
15	The Bidder should deploy VM such that every virtual core should be mapped to physical core. No hyper threading or turbo boost allowed.		2
16	The infrastructure elements including server, storage (including backup storage) and network of the Cloud should provide strong tenant isolation,		2



S.No	Criteria	Compliance (Yes/No)	Marks
	provide granular identity, and access management capability and encryption and be logically separate from other tenants.		
17	The proposed should have Separate VLAN provision with dedicated virtual firewall between the VLANs and for each client.		2
18	The proposed cloud should have CSP Managed CDN Services		2
19	The proposed cloud should support managed object storage		2
20	The proposed cloud should offer Kubernetes environment that should have the following capabilities from Day 1: <ul style="list-style-type: none"> <li>• Capability for regional clusters to replicate cluster masters and nodes across multiple zones within a single region.</li> <li>• Kubernetes resources are spread across multiple zones of a region.</li> <li>• Kubernetes cluster must provide features to help keep the platform secure with automatic upgrades of node OS and Kubernetes components via automatic node upgrades.</li> <li>• The CSP should provide tools for application modernization like managed Kubernetes services and managed CI/CD pipelines</li> </ul>		4
21	The proposed cloud should provide the option of managing and deployment of the containers in an on-premises and multi-cloud environment. It should also give the functionality to be able to migrate VM's to containers as part of application modernization.		2
22	The proposed cloud should have flexibility to select network service tiers to control the network cost for running cost-sensitive workloads (e.g. pre-prod) vs best possible application experience (e.g. Prod) by environments to optimize the networking cost.		2
23	The proposed cloud should offer highly scalable NoSQL Database Managed Service (PaaS/DBaaS), which should have the capability to process at least 2 billion requests per second at peak.		3
24	Secure Web administration interface, which must be provided to remotely administer the virtual instances Window, Linux, Cent OS etc.		2
25	The proposed cloud should allow users to create multiple combinations of CPU Cores and RAM for optimized infra usage instead of the fixed CPU Cores & RAM combination provided by the CSP		2
26	The proposed cloud should have SLA's for services listed in the bill of materials publicly published on their website		10

\*The bidder needs to provide documentary evidence against each of the criteria with relevant public links and references to support the statements or shall submit self-declaration from CSP on their letterhead duly signed by their authorized signatory.

### Use cases for demonstration.

S.No.	Factors	Demonstration Points
UC-1	Availability of public pricing and SLA's in public domain	<ol style="list-style-type: none"> <li>Prices for its cloud services on public domain</li> <li>Service Level Agreements (SLA's) for its cloud services</li> <li>Dashboard with real time service health for all its cloud services across all data centers</li> <li>Declare all outages in its cloud services along with Root Cause Analysis over last 90 days</li> </ol>

S.No.	Factors	Demonstration Points
UC-2	Availability of Self -Service Cloud Portal	<ol style="list-style-type: none"> <li>i. Evaluate the ease of provisioning agility, self service availability of different configurations of VM's for self-provisioning</li> <li>ii. Demonstration at high level, the CSP's self-managed console for provisioning and management of services like server configurations (CPU, memory, storage) and publicly available offerings/resources: Storage capabilities, Compute capabilities, Database capabilities and types, Networking, Management and Analytical tools, Security, Other capabilities</li> <li>iii. Demonstrate the ability to use multiple methods for interacting with the cloud computing services (e.g. Application Program Interface (API), web console, command line).</li> </ol>
UC-3	Storage of Different IOPS	<ol style="list-style-type: none"> <li>i. Demonstrate different types of available storage (e.g. block, object, and file) and data lifecycle process</li> <li>ii. Establish storage volume and demonstrate how data is loaded and retrieved</li> <li>iii. Create 100 GB storage volume with and without a compute storage option</li> <li>iv. Demonstrate and validate permissions to access these volumes</li> </ol>
UC-4	API Life Cycle Management	<ol style="list-style-type: none"> <li>i. Demonstrate the capability of the platform in monetizing the API's at runtime with different categories as defined by the customer</li> <li>ii. The capabilities of API platform for Threat protection, BOT detection, IP Allow/Deny list, IdP Integration , API Product Security controls</li> <li>iii. Capability of API platform to do App, Developer &amp; Analytics with or without PII controls (data masking, Obfuscation)</li> <li>iv. The capability of the API platform to use AI/ML for security such as : <ul style="list-style-type: none"> <li>• API Abuse Prevention</li> <li>• API Pattern Detection</li> <li>• API Threat Protection</li> <li>• Developer Engagement</li> <li>• API SLA Management</li> </ul> </li> </ol>
UC-5	DevOps Platform	<ol style="list-style-type: none"> <li>i. Capabilities of the DevOps platform to manage the complete CI/CD pipeline, code review, code deploy, code and git management.</li> <li>ii. Demonstrate the ability of the platform to automatically build, test, distribute, deploy and monitor iOS, Android, Windows and macOS apps—all in one place</li> <li>iii. Ability to regularly merge their code changes into a central repository and run auto build tests</li> <li>iv. Demonstrate the ability to securely store and version application source code and</li> </ol>

S.No.	Factors	Demonstration Points
		<p>automatically build, test, and deploy the application and built in connectors to tap into data sources from within and outside cloud sources</p> <p>v. Demonstrate the ability of the platform to support CI/CD pipeline with easier traffic versioning feature for cloud run for canary deployments.</p>
UC-6	Relational Database Scaling (DBaaS)	<p>The bidder should demonstrate the scaling up and down of capacity for the DBaaS (Relational Serverless database) without interrupting the application. The bidder should demonstrate how the application platform service can be configured and scaled through a service management console demonstrating:</p> <ul style="list-style-type: none"> <li>• How DBaaS environments [Serverless database] scales;</li> <li>• Configuration options in database console that can be configured for database scaling;</li> <li>• The bidder should demonstrate by generating load on the database and showcase DBaaS dashboards indicating activity across the execution of the use case.</li> </ul> <p>The demonstration should include container and DBaaS configurations</p>
UC-7	ML/AI automation scripting	<p>Demonstrate by example the ability to streamline ML/AI workflows using scripting or other techniques to reduce effort of iterative tasks in end-to-end analytics processes including model development, training, and operationalization.</p> <p>Use out of the box functionality to demonstrate automation (using script) of the following processing steps:</p> <ul style="list-style-type: none"> <li>• Get source data set from source: file name= sample_dataset, location = a URL <ul style="list-style-type: none"> <li>a. The source data set can be any data set; the workflow/scripting is what is important b. As an example, suppose the source data has the following fields <ul style="list-style-type: none"> <li>i. business: int</li> <li>ii. area_code: int</li> </ul> </li> </ul> </li> <li>• Load/store the source data in a non-production location (location = a URL), create two identical copies sample_dataset_org (original) &amp; sample_dataset_wrk (working) <ul style="list-style-type: none"> <li>i. Sample_dataset_org does not get modified</li> <li>ii. Sample_dataset_wrk is used for analysis</li> </ul> </li> <li>• Perform some data wrangling as follows on sample_dataset_wrk: <ul style="list-style-type: none"> <li>i. Remove records when</li> </ul> </li> </ul>

S.No.	Factors	Demonstration Points
		<p>sample_dataset_wrk.business_id is null</p> <p>ii. If (area-code = blank OR null) set the area-code = 0</p> <ul style="list-style-type: none"> <li>• Split the total records into 2 groups, e.g., using random sampling based on area_code for training and testing</li> <li>• Build two machine learning models; e.g., logistic regression (reg_mod) and random forest (rnd_frst) or any other algorithm and show the score of each</li> <li>• Select the one with the highest score and run it against the actual data</li> <li>• Show model debugging during model training.</li> <li>• Deploy the one with the highest score to a production environment</li> <li>• Use deployed model in any sample busines application. Show human review workflow for custom model to review ML output before consuming it in application.</li> <li>• Group Models based on business requirements and compare model with the help of visualizations.</li> </ul>

Please Note: All use cases shall be equally distributed weights as per the criteria weight defined in the criteria summary table above.

### 3. Combined Evaluation

The Employer will evaluate and compare the Bids that have been determined to be substantially responsive.

An Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the evaluated cost and the technical merits of each Bid:

$$B \equiv \frac{C_{low}}{C} * X * 100 + \frac{T}{T_{high}} * (1 - X) * 100$$

Where:

$C$  = Evaluated Bid Cost

$C_{low}$  = the lowest of all Evaluated Bid Costs among responsive Bids

$T$  = the total Technical Score awarded to the Bid

$T_{high}$  = the Technical Score achieved by the Bid that was scored best among all responsive Bids

$X$  = weight for Cost as specified in the BDS

The Bid with the best evaluated Bid Score (B) among responsive Bids shall be the Most Advantageous Bid provided the Bidder is qualified to perform the Contract.

## Section IV- Bidding Forms

### Table of Forms

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## Letter of Bid – Technical Part

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

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

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

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

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

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

To: *[insert complete name of Employer]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document for the following: *[insert a brief description of the Non-Consulting Services]*;
- (d) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable)), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (f) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;
- (g) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer's Country laws

or official regulations or pursuant to a decision of the United Nations Security Council;

- (h) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (i) *Deleted.*
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- (m) We accept the appointment of Adjudicator as per procedure specified in Bid Data Sheet at the time of the contract award process.
- (n) If awarded the contract, the person named below shall act as Service Provider's Representative:
- 

**Name of the Bidder:** *\*[insert complete name of person signing the Bid]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\*[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

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

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



## Letter of Bid – Financial Part

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

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

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

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

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

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

**To:** *[insert complete name of Employer]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Part

In submitting our Financial Part, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline (specified in BDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (b) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (c) below is: *[Insert one of the options below as appropriate]*  
 Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in Rs in words and figures]*;
- Or
- Option 2, in case of multiple lots: (a) Total price of each lot *[insert the total price of each lot in Rs in words and figures]*; and (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in Rs in words and figures]*;
- (c) **Discounts:** The discounts offered and the methodology for their application are:
- (i) The discounts offered are: *[Specify in detail each discount offered.]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*; \_\_\_\_\_:
- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of

the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount in Rs of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

*(If none has been paid or is to be paid, indicate “none.”)*

- (e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

**Name of the Bidder:** *\*[insert complete name of person signing the Bid]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\*[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

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

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

## Appendix to Technical Part

### Bidder Information Form

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

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

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

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

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

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's actual or intended year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's legal Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information  Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i>  <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing: <ul style="list-style-type: none"> <li>• Legal and financial autonomy</li> <li>• Operation under commercial law</li> <li>• Establishing that the Bidder is not under the supervision of the agency of the Employer</li> </ul>

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

## Appendix to Technical Part

### Bidder's JV Members Information Form

(Where permitted as per BDS ITB 4.1)

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

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

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

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

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

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



## Appendix to Technical Part

### Qualification Information

#### Notes on Form of Qualification Information

The information is to be filled in by individual bidders and by each member of Joint Venture in case of JV participating in the Bid. The following pages will be used for purposes of post-qualification as provided for in Clause 5 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary.

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

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

Place of registration: *[insert]*

Principal place of business: *[insert]*

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

1.2 Total annual volume of Services performed in five years, and payments received in the last five years preceding the year in which bids are invited. (*Attach certificate from Chartered Accountant*):

Year	(Equivalent Rs. millions)
20 - 20	
20 - 20	
20 - 20	
20 - 20	
20 - 20	

1.3 Services performed as prime Service Provider (*in the same name and style*) 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 Services under way or committed, including expected completion date. [*Attach certificate from the Engineer-in-charge.*]

**(A) Services performed as prime Service Provider** (*in the same name and style*) on providing services of a similar nature and volume over the last five years<sup>1</sup>. [*Attach certificate from the Engineer-in-charge.*]

Project Name	Name of Employer	Description of Service	Contract No.	Value of contract	Date of Issue	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons

<sup>1</sup> Immediately preceding the financial year in which bids are received.

					of Work Order			for Delay, if any

**(B) Activities executed as prime Service Provider** (in the same name and style) in the last five years:<sup>2</sup>

Year	Name of the Work	Name of Employer*	Quantity of activities performed@			Remarks* (indicate contract Ref)
			1	2	3	
20---20—						
20---20—						
20---20—						
20---20—						
20---20—						

[@ The items or activities for which data is requested should tally with that specified in Section III, Item 2 Qualification.

\* Attach certificates from Engineer in-charge]

1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below.

Item of Equipment	Description	make	capacity	age (Years)	Condition	Number available	Owned	Leased	Purchased

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer to GCC Clause 4.1.

Position	Name	Qualification	Years of experience (general)	Years of experience in proposed position

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

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

<sup>2</sup> Immediately preceding the financial year in which bids are received.



(b)  
 Note: *The capability of the subcontractors will also be assessed (on the same lines as for the main Service Provider) before according approval to him.*

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

1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents<sup>3</sup>. We certify/confirm that we comply with eligibility requirements as per ITB 4.  
 .....

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

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

Other party(ies)	Cause of dispute	Details of litigation award (Court or Arbitration)	Amount involved	Remarks regarding present status
a)				
(b)				

1.11 Statement of compliance with the requirements of ITB 4.2.

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

<b>2. Financial Standing of the Bidder</b>	<p><b>Financial Statements Summary:</b> To be submitted by each bidder including each member of JV.</p> <hr/> <p style="text-align: center;"><b>SUMMARY OF FINANCIAL STATEMENTS</b></p> <p><b>Name of bidder/JV Member:</b></p> <p style="text-align: center;"><b>(Equivalent Rs. Million)</b></p>
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<sup>3</sup> Attach certificate from a Nationalized/ Scheduled Bank in the format given in point 2 below.

	S.No.	Financial Information in Rupee equivalent with exchange rate at the end of concerned year	Actuals for Previous five years excluding the current financial year					Ref. of Page Nos. of Balance sheets		
			(1)	(2)	(3)	(4)	(5)			(6)
	1.	Total Assets								
	2.	Total Turnover								
	3.	Current Assets								
	4.	Current Assets + Loan & Advances								
	5.	Total Liabilities								
	6.	Current Liabilities								
	7.	Current liabilities & provision								
	8.	Profit before Interest and Tax								
	9.	Profit before Tax								
	10.	Profit after Tax								
	11.	Shareholder's Funds (Net Worth)=(Paid up equity +Reserves)- (revaluation reserves +								
	12.	Miscellaneous expenditure not written off)								
	13.	Depreciation Current Ration (2)/(5)								
	14.	Net cash accruals= Profit after Tax + depreciation								
<p>This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.</p>										
<p><b>SAMPLE FORMAT (no substitute is acceptable) FOR EVIDENCE OF ACCESS TO FINANCIAL RESOURCES OR AVAILABILITY OF CREDIT FACILITIES-*</b>  <b>(Refer point 1.8 above)</b></p> <p><b>BANK CERTIFICATE</b></p>										

This is to certify that M/s.....is a reputed company with a good financial standing.

If the contract for the Services, namely.....[funded by the World Bank] is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. .... to meet their working capital requirements for executing the above contract.

---Sd.---

Name of Bank

Senior Bank Manager

Address of the Bank

**\* Change the text as follows for Joint Venture:**

*This is to certify that M/s. .... Who has formed a JV with M/s. .... and M/s. .... for participating in this bid, is a reputed company with a good financial standing.*

*If the contract for the Services, namely ..... [funded by the World Bank] is awarded to the above Joint Venture, we shall be able to provide overdraft/credit facilities to the extent of Rs. .... to M/s. .... to meet the working capital requirements for executing the above contract.*

*[This should be given by the JV members in proportion to their financial participation.]*

**(To be given from a nationalized or scheduled bank in India. No other substitute will be acceptable)**

- 3. Joint Ventures**
- 3.1 The information listed in 1.1 - 1.11 above shall be provided for each member of the joint venture.
  - 3.2 The information in 1.12 above shall be provided for the joint venture.
  - 3.3 Attach the power of attorney of the signatory(ies) of the Bid

authorizing signature of the Bid on behalf of the joint venture.

- 3.4 Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that
  - (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture;
  - (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge;
  - (d) All members of JV shall have active participation in providing services during the currency of the contract, and the division of assignments to each member shall not be varied/modified subsequently without prior approval of the Employer; and
  - (e) The joint venture agreement shall be registered in the place specified in *Section III, Item 2 Qualification*, so as to be legally valid and binding on members.
- 3.5 Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

**4. Additional Requirements**

- 4.1 Bidders should provide any additional information required **in the BDS.**

5. Furnish details of participation proposed in the joint venture as below:

**Details of participation in the joint venture**

PARTICIPATION DETAILS	FIRM ‘A’ (Lead Member)	FIRM ‘B’	FIRM ‘C’
Financial			

Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			
Execution of Services (Give details on proposed contribution of each)			



4. We agree that no modification to the above list is permitted after bids are opened.
5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the Services, based on the activities and the programme and methodology as furnished by us along with the bid.
6. We confirm that the above goods and equipment will be exclusively used for the providing the above Services and the equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: \_\_\_\_\_

(Signature) \_\_\_\_\_

Place: \_\_\_\_\_

(Printed Name) \_\_\_\_\_

(Designation) \_\_\_\_\_

(Common Seal) \_\_\_\_\_

*[This certificate will be issued within 60 days of signing of contract and no subsequent changes will be permitted.]*

**\* *Modify the above to suit the requirements given in Government of India's Notification as current of date of bidding.***

## Schedule Forms

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



## **Appendix to Technical Part**

### **Method Statement (Approach & Methodology)**

*{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks. to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}*

## Appendix to Technical Part

### Work Plan

*{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports as per requirement mentioned in the TOR. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included her}*

## Appendix to Technical Part

### Form of Bid Security

(Bank Guarantee)

*[Guarantor letterhead or SWIFT identifier code]*

Bank Guarantee No..... *[insert guarantee reference number]*

Date..... *[insert date of issue of the guarantee]*

WHEREAS, \_\_\_\_\_ *[name of Bidder]*<sup>4</sup> (hereinafter called "the Applicant") has submitted his Bid dated \_\_\_\_\_ *[date]* or will submit his Bid for execution of \_\_\_\_\_ *[name of Contract]* (hereinafter called "the Bid") under Request for Bids No..... *[insert number]* (hereinafter called "the RFB")

KNOW ALL PEOPLE by these presents that We \_\_\_\_\_ *[name of bank]* of \_\_\_\_\_ *[name of country]* having our registered office at \_\_\_\_\_ (hereinafter called "the Bank") are bound unto \_\_\_\_\_ *[name of Employer]* (hereinafter called "the Employer") in the sum of \_\_\_\_\_<sup>5</sup> for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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<sup>4</sup> *In the case of a JV, the bidder should be stated as "a Joint Venture consisting of ....., and ....."*.

<sup>5</sup> *The Applicant should insert the amount of the guarantee in words and figures denominated in Indian Rupees. This figure should be the same as shown in Clause 20.1 of the Instructions to Bidders.*

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid, (“the Bid Validity Period”); or (b) does not accept the correction of the Bid Price pursuant to ITB 36;

or

- (2) If the Applicant having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
  - (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date \_\_\_\_\_<sup>6</sup> days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
[signature, name, and address]

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

\_\_\_\_\_  
<sup>6</sup> 45 days after the end of the validity period of the Bid.



## Appendix to Financial Part

### Activity Schedule

<b>Currency - Indian Rupees</b>	<b>Date:</b> _____ <b>RFB No:</b> _____ <b>Alternative No:</b> _____ <b>Page No</b> _____ <b>of</b> _____
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S.No	Service Category	Configurati on/Descripti on	Service Specifications	Unit of Measure ment	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate ( As per CSP portal pricing)	Offered Rate to Karmay ogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
<b>A. Compute as Managed Service</b>											
1	Virtual Machines: on demand (x86 based)	Ubuntu/Cent OS or any Linux (Enterprise Support included by supported by CSP with multi-threading)	VM - 2 core CPU, 4 GB RAM	Hourly	50	200					
2			VM - 2 core CPU, 8 GB RAM	Hourly	50	200					
3			VM - 4 core CPU, 16 GB RAM	Hourly	50	200					
4			VM - 8 core CPU, 16 GB RAM	Hourly	50	200					
5			VM - 8 core CPU, 32 GB RAM	Hourly	50	200					
6			VM - 8 core CPU, 64 GB RAM	Hourly	50	200					
7			VM - 16 core CPU, 64 GB RAM	Hourly	50	200					

S.No	Service Category	Configuration/Description	Service Specifications	Unit of Measurement	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate (As per CSP portal pricing)	Offered Rate to Karmayogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
8			VM - 16 core CPU, 32 GB RAM	Hourly	50	200					
9			VM - 32 core CPU, 64 GB RAM	Hourly	50	200					
10			VM - 32 core CPU, 128 GB RAM	Hourly	50	200					
11			VM - 64 core CPU, 128 GB RAM	Hourly	50	200					
12			VM - 64 core CPU, 256 GB RAM	Hourly	50	200					
13	GPU Machines On demand (x86 based)	GPU Core 4, 80 GB Ubuntu/Cent OS or any Linux (Enterprise Support included by supported by CSP with multi-threading)	VM- 16 core CPU, 128 GB RAM	Hourly	20	200					
<b>B. Storage as a Managed Service</b>											
14	On demand: Managed Storage Services (x86 based)	Object Storage	Object Storage - Hot (Typical usage: Data accessed multiple times per day)	per GB per month	2048 GB	Monthly					
15	with		Disk - 32 GB SSD	per month	50						
16			Disk - 64 GB SSD	per	50						

S.No	Service Category	Configurati on/Descripti on	Service Specifications	Unit of Measure ment	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate ( As per CSP portal pricing)	Offered Rate to Karmay ogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
17	minimum sustained throughput of 250 mbps			month							
18			Disk - 128 GB SSD	per month	50						
19			Disk - 256 GB SSD	per month	50						
20			Disk - 512 GB SSD	per month	50						
21			Disk - 768 GB SSD	per month	50						
22			Disk - 1024 GB SSD	per month	50						
23			Disk - 1536 GB SSD	per month	50						
24			Disk - 2048 GB SSD	per month	50						
24	Disk - 4096 GB SSD	per month	50								
25	Docker Container Registry	Container Registry allows you to build, store, and manage container images and artifacts in a private registry for all types of container deployments.	It should have Multimaster Geo Replication support	per 100 GB/Mont h	3						

S.No	Service Category	Configuration/Description	Service Specifications	Unit of Measurement	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate (As per CSP portal pricing)	Offered Rate to Karmayogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
26	Managed Kubernetes Service Cluster	Container Orchestration service to deploy, scale and manage container-based applications in a cluster environment	It should have Cluster Autoscaling support		8						
<b>C. Managed DB/additional services - Managed services by CSP</b>											
27	Managed Database services (x86 based) (with Enterprise Support): On Demand- 730 hours (prices to be inclusive of above specifications ) instances deployed with 99.5% availability	PostgreSQL as a service, On Demand	2core CPU 8 GB RAM	Hourly	8	730					
28			4core CPU 16 GB RAM	Hourly	6	730					
29			16core CPU 128 GB RAM	Hourly	5	730					
30			32core CPU 256 GB RAM	Hourly	5	730					
31		MySQL as a service, On Demand	2core CPU 8 GB RAM	Hourly	4	730					
32			4core CPU 16 GB RAM	Hourly	4	730					
33			16core CPU 128 GB RAM	Hourly	4	730					
34			32core CPU 256 GB RAM	Hourly	4	730					
35	Persistence	Should provide fully managed	Storage	per GB per month	500	NA					



S.No	Service Category	Configuration/Description	Service Specifications	Unit of Measurement	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate (As per CSP portal pricing)	Offered Rate to Karmayogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
36	store to store NoSQL data	Serverless NoSQL DB must support multiple data models including key-value pairs & documents.	Read and Write Speed of 10K rows per second. Average Item size 2KB	Hourly	1	730					
<b>D Other Managed DB/additional services/Network /Back up / Security</b>											
37	Managed Hadoop Cluster (open source frameworks including Spark, Flink, Hbase, Hive, Presto, Zookeeper)	4 x Master Node	4core CPU and 16 GB RAM	Hourly	2	730					
38		16 x Data Nodes	8core CPU and 64 GB RAM, 50 GB HDFS Storage backed with SSD	Hourly	2	730					
39		2 x Task Nodes	16core CPU and 128 GB RAM	Hourly	2	730					
40	Monitoring and Log Analytics	Daily log monitoring and advance analytics	50 GB logs per Month	Monthly	1	NA					
41	Managed Redis Cache	Managed Redis Cache	6GB Per Instance	Hourly	2	730					
42			64GB Per Instance	Hourly	1	730					
43			128GB Per Instance	Hourly	1	730					

S.No	Service Category	Configuration/Description	Service Specifications	Unit of Measurement	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate (As per CSP portal pricing)	Offered Rate to Karmayogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
44	Point to site VPN connectivity (IPSec VPN)	24x7 hours operations	This service is used to establish a secure point to site connection between an individual client computer and a subnet in CSP's network	per user rate per month	100	NA					
45	Managed Web Application Firewall	Managed service to protect applications from malicious and unwanted internet traffic	WAF with data being processed upto 1 Million requests per Month	Per Month	2	730					
46	Public IP	per Public IP price to be quoted	Per Public IP	Per Public IP	15	NA					
47	Domain Name System (DNS)	Managed DNS service that supports all common DNS record types	Per Domain Name per month	With 5 Hosted Zone and 50Million Queries	1	NA					
47	Identity Access Management (IDAM with SSO)	IAM with Role- Based Access Control system and SSO capabilities	Per user / service principle per month	100 Users	1	NA					

S.No	Service Category	Configuration/Description	Service Specifications	Unit of Measurement	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate (As per CSP portal pricing)	Offered Rate to Karmayogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
48	Virtual Network	Virtual Network enabling the communication between the compute resources	Enable communication between the resource in a network and across the virtual networks Filter network traffic Route network traffic	1 VNet	30	NA					
49	Network Load balancer	Network Load balancer with data being processed upto 1TB/month for Ingress and Egress	Layer 4 load balancer to distribute the traffic across a group of resources or servers	Per Month	30	NA					
50	Cloud Security Posture Management	Finds the weak spots across the cloud infra and strengthen the overall security	Continuous assessment of the cloud infrastructure to understand the security posture. Identify the threats and vulnerabilities and remediate the same	Number of VM's/Instances protected per Month	50	NA					
51	SSL Certificate	Secure Socket Layer Certificates for Domain names	Provision of Domain SSL Certificates. Auto renewal of SSL certificates	Number	20	NA					

S.No	Service Category	Configuration/Description	Service Specifications	Unit of Measurement	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate (As per CSP portal pricing)	Offered Rate to Karmayogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
52	DDoS	Should provide DDoS protection for managed services endpoints. Can be used with CDN and provide comprehensive protection against all known infrastructure (Layer 3 and 4) attacks. Should provide always-on detection and automatic inline mitigations, minimize application downtime and latency.	DDoS Protection for upto 400 resources (400 public IP address)	1	NA	Monthly					
52	Database Migration Service	Should provide for as cloud service that	64core CPU 128GB RAM	Hourly	3	100					

S.No	Service Category	Configuration/Description	Service Specifications	Unit of Measurement	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate (As per CSP portal pricing)	Offered Rate to Karmayogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
53		executes the migration of database schema and data from Postgres and MySQL databases to a Managed Postgres and MySQL database technology in the cloud.	SSD Storage	per GB per hour	100	NA					
54	DR on Cloud Service	Should be able to implement backup, disaster recovery, and high availability.	DR for 20 OnPrem Virtual Machines onto Cloud Each VM Storage 100GB and 2% rate of daily data change.	Per hour	20	730					
55	Backup as Service	Fully Managed backup service to backup data from storage and cloud managed services	Centrally manage backup of the cloud resources - Disk Volumes, Object Storage, Databases etc.	per GB	100	NA					

S.No	Service Category	Configuration/Description	Service Specifications	Unit of Measurement	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate (As per CSP portal pricing)	Offered Rate to Karmayogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
56	Managed Queues	Should provide a managed message queueing service for communicating between decoupled application components.	Queues [Messages can be read out of order by consumers], Average message size 1 MB, Throughput - at least 50,000 messages/Sec	per Million	10	NA					
57			Queues [Messages read in First In First Out order], Average message size 10 MB, Throughput - at least 25,000 messages per second.	per Million	10	NA					
58	Managed API Gateway	Should provide a fully managed service for publishing APIs to external and internal consumers. Must support REST/WebSocket request.	REST/WebSocket/RPC Calls	per Million	30	NA					
<b>E. AI and Machine Learning</b>											

S.No	Service Category	Configurati on/Descripti on	Service Specifications	Unit of Measure ment	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate ( As per CSP portal pricing)	Offered Rate to Karmay ogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
59	Managed Machine Learning Platform as a Service	Managed Jupyter Notebook for Machine Learning	Fully Managed Jupyter Notebook for Machine learning. Linux, 4 vCPU, 16 GB RAM - 80 hrs / month Provide web based option to Start/Stop the VM, secure SSH to VM using browser. Launch VMs from Java and Python code, load training data, execute Model training job and shutdown VMs after training job is completed and results are saved in Object Storage.	Per Hour	1	100					
60		Fully Managed Machine Learning Instance for Training Models (with GPU Linux)	Fully Managed Machine learning solution that supports TensorFlow, Keras, Gluon, Caffe2, PyTorch, MXNet XgBoost ML-API for training Models.	Per Hour	1	100					
61	AI Services - Text Detection & Extraction	OCR Service allowing extracting information from images, scanned and	API Call per page	per API Call	5000	NA					

S.No	Service Category	Configurati on/Descripti on	Service Specifications	Unit of Measure ment	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate ( As per CSP portal pricing)	Offered Rate to Karmay ogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
		pdf documents									
<b>F. Data warehouse and Big Data &amp; Analytics</b>											
62	ETL	Managed ETL service with automation to allow dynamic provisioning of resources for ETL workflows without setting up upfront capacity 24X7. The automation should start the processing of Spark jobs within 30 seconds to process and transfer data between different compute and	Serverless data processing capacity - 4vCPU- 16GB and 100 GB Storage	per Minute	10	1					
63			600 Minutes of Job Execution	Per hour	1	10					





S.No	Service Category	Configuration/Description	Service Specifications	Unit of Measurement	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate (As per CSP portal pricing)	Offered Rate to Karmayogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
66	Business Intelligence Service	Managed business intelligence service to support 50 user concurrency with automated scaling to avoid any performance challenges due to additional users for short duration. Support building visualizations, perform ad hoc analysis, and develop business insights from data. Connect to spreadsheets, databases, data lakes, and business apps	No of BI Users	Per User	50	NA					

S.No	Service Category	Configuration/Description	Service Specifications	Unit of Measurement	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate (As per CSP portal pricing)	Offered Rate to Karmayogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
<b>G. Application Performance Monitoring, CI/CD Pipeline and Code Repository</b>											
67	Application Performance Monitoring	Should provide a comprehensive solution for collecting, analysing and acting on telemetry from cloud and on-premises environments.	3 Million Traces OR 30 GB of Logs Storage AND 30 days retention for querying and analytics	Per Month	30 GB	NA					
68	Code Repositories	Should provide a cloud service for collaborating on code development	150 Active Users	Per active user/Month	150	NA					
69	CI/CD Pipelines	Should provide a fully managed build service that supports continuous integration and deployment.	10 Continuous Integration and Code Deployment Pipelines	Per Month	10	NA					
70			1000 Build Minutes OR Min 8 vCPU and 16GB RAM build server	Per Minute	1000	30					
<b>H. Notification, Application, Infra Monitoring and Logging</b>											

S.No	Service Category	Configuration/Description	Service Specifications	Unit of Measurement	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate (As per CSP portal pricing)	Offered Rate to Karmayogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
71	Cloud Asset Inventory & Change Monitoring	CSP should provide real-time inventory of all the Cloud resources including VMs, databases, networking, security configurations, storage etc. It should provide Config Management DB and GRC (Governance, Risk and Compliance) functionality providing real-time notifications for any non-compliance in customer's Cloud environment.	Minimum of 1000 Cloud Assets [VMs, Databases, Object Storage, Applications (Microservices), Security Configurations, Cloud Management Logs etc.]	Per Month	1000	NA					
72		Should provide an extensible	Logs Data Ingestion - 50 GB Per Month (with 30 day retention)	per GB per month	150	NA					

S.No	Service Category	Configuration/Description	Service Specifications	Unit of Measurement	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate (As per CSP portal pricing)	Offered Rate to Karmayogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
73		Application Performance Management (APM) service for developers and DevOps professionals, capable of providing telemetry insights and information, in order to better understand how applications are performing and to identify areas for optimization.	Logs Archival	per GB per month	150	NA					
74	Fully Managed serverless Pub/Sub [ServiceBus], Mobile Push Notifications and Email Notifications	Should support a set of cloud-based, message-oriented middleware technologies, including	Standard Topics API interactions with 50 Subscriptions, delivering 50 Million Messages per month, Minimum Throughput - 50,000 messages/sec	per Million	6	NA					
75			Mobile Push	per	6	NA					

S.No	Service Category	Configuration/Description	Service Specifications	Unit of Measurement	Indicative units	Indicative Hours	Is the Service Available in India (Yes/No)	Unit rate (As per CSP portal pricing)	Offered Rate to Karmayogi Bharat	Discount %	Total Cost
					(a)	(b)		(c)	(d)		(e) = d*(a*b)
		reliable message queuing and durable publish/subscribe messaging.	Notifications	Million							
76			Email Notifications	per Million	6	NA					
<b>I. Managed Media Services and CDN</b>											
77	Managed Content Delivery Network (CDN)	TB egress / data transfer out over CDN	CDN service to be used to securely deliver audio, video, images, data, application, etc., quickly by using the servers closest to each user. CDN to reduces load time and saves bandwidth.	Upto 10 TB Egress	NA	Monthly					
78				11 TB - 60 TB Egress	NA						
79				61 TB - 200 TB Egress	NA						
80				More than 200 TB Egress	NA						
81	Managed Media Services	Video On Demand Encoding	Standard Encoding with X Lakh Minutes / Month	Minutes	200000	NA					
82		Standard Streaming Endpoint	Per Endpoint	Per Endpoint / Per Month	20	NA					
<b>Total Cost of the indicative BoQ (In INR)</b>											

**Total Bid Cost**

S.No	Particulars	Amount (INR)
1	Total Cost of the indicative BoQ	
2	CSP Monthly Support Charges (% of total billing)	
3	Monthly Cost of Resources	
3.a	1. Sr. Cloud Architect & Project Manager	
3.b	2. Cloud Architect	
3.c	3. Sr. Solution Architect	
3.d	4. Database Administrator	
3.e	5. DevOps Engineer	
3.f	6. Security Expert	
4	Total Monthly Cost (1+2+3)	
5	Total Quarterly Cost (3 Months) (4*3)	
6	Government Taxes (5*Tax rate)	
7	Total Cost per Quarter (5+6)	
<b>Total Bid Cost (7)</b>		

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

## **Appendix to Financial Part**

### **Others - Time Schedule**

*(to be used by Bidder when alternative Time for Completion is invited in ITB 14.2)*



## **Section V - Eligible Countries**

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

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

Under ITB 4.8 (a) *None*

Under ITB 4.8 (b) *None*



## Section VI - Fraud and Corruption

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

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

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

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

## **Part II – Employer’s Requirement**

## Section VII – Terms of Reference

### 1.1. Background

With the changing nature of opportunities and challenges, the ambition of a \$5 Trillion economy and an aspirational citizen, and capability of Indian civil services needs to be built rapidly. Department of Personnel and Training (DoPT), the nodal agency responsible for personnel management and training for the Government of India aims to embark on a learning transformation program that will address the capacity building issues of the Indian government. This will be done through a multi-pronged effort supported by different capacity building efforts under a wider transformation agenda. One of the key pillars of the program is a development of a digital ecosystem of capacity development of civil servants in the country. The platform is called as Integrated Government Online Training (IGOT) Karmayogi. DoPT has constituted a special purpose vehicle called Karmayogi Bharat for development, operations, maintenance and enhancements of IGOT Karmayogi platform.

A key strand of this effort is to create a large scale, learning platform to democratize learning for Indian civil services in line with the changing needs of the country and shift to competency-driven capacity building. The vision of this capacity building endeavor is to eliminate service-based silos, through creation of a shared learning architecture, which will enable cross-utilization of physical, human and knowledge resources. With adoption of a competency framework, an individual's competencies will be directly linked to her role, activity and training needs, with assessments acting as an input for her learning goals. Training content will be designed to bridge competency gaps and tailored to needs, wants and aspirations of officials, enabling a fundamental shift from rule-based, supply-driven training to role-based, demand driven training.

The Mission Karmayogi initiative is currently implemented on the iGOT Karmayogi platform, on Sunbird - an open source learning solution, made in India and made for India, the iGOT Karmayogi digital platform will scale to serve the needs of over 2 crore officials. With the necessary configurability and flexibility to provide users with anytime – anywhere – any device access, the platform will democratize learning and enable learners to pursue lifelong learning in multiple directions. iGOT Karmayogi will further enable establishment of objective and unbiased systems of evaluation to determine performance and integrity of civil services, which will reinforce the foundational values of public service. By design, the digital platform for iGOT Karmayogi will emit data continuously and in real time, which will provide all stakeholders with a single source of truth and minimize information asymmetry in the ecosystem.

This capacity building endeavor is envisioned to unlock twin objectives of (a) driving rapid economic growth and equality and (b) enabling a larger view of resources with national vision taking precedence over department interest. By moving to a paradigm of dynamic, cross-disciplinary learning, civil services will be equipped to overcome systemic challenges in the system and work in a coordinated fashion to maximize public governance.

As the backbone for the larger bureaucratic reform, IGOT Karmayogi will lay the foundation for multiple transformative changes in learning and capacity building in the government. It will continuously augment and enhance capacities while driving social good and innovation across the ecosystem. As we move towards a digital and open society, it is this endeavor of making capacity building of officials a national mission- that will ultimately empower the Indian government and enable it to deliver to rapidly shifting aspirations. By leveraging technology and behavior to drive change across the governance landscape, we will link institutional change and state capability, ensuring that civil services are future ready and can deliver to larger economic and social mandates.

### 1.2. Objectives of Mission Karmayogi

#### 1. Democratizing knowledge across all civil services

- making the same training available to all civil services across levels, cadres and geographies by providing equitable access to the learning material across officers, world-class training will be available to larger section of civil services through online means.

2. Breaking service-based silos in capacity development, through development of a shared learning resource
  - sharing of learning resources across services and CTIs – Physical Resources (e.g. classrooms, auditoriums), Human Resources (e.g. trainers) and Knowledge Resources (e.g. case studies). An official can enroll for a learning opportunity irrespective of whichever CTI/ Service is providing the course.
3. Moving to competency driven capacity development of all civil services, with operationalization of the Framework for Roles, Activities, Competencies including skills
  - shifting from rule-based, supply-driven training to role-based, demand driven training where training is targeted to the individual official's needs, wants and aspirations. Shifting to the new paradigm will also ensure that individuals' competencies are matched with jobs, and training activities focus on bridging competency gaps for current and future roles.
4. Providing avenues to world class content for officers linked to academic / domain capacity of staff
  - operationalizing a robust and evolving content marketplace where best-in-class content providers are onboarded on the platform. A key focus is on identifying and partnering with leading content providers like J-PAL, MIT, IGNOU, NLU-Delhi etc.
5. Establishing objective and unbiased systems of evaluation to determine performance and integrity
  - there are objective, fair and independent means to determine performance and integrity of civil services, which will further reinforce the foundational values of public service.
6. Institutionalizing a framework for enhanced monitoring, evaluation, implementation and impact on ground, for civil service capacity building
  - providing all stakeholders with a single source of truth and ensuring that constant monitoring of the capacity building initiatives and the progress of IGOT Karmayogi remains of utmost importance.
7. Providing a forum to learn and discuss public HR practices
  - establishing a means to showcase progress and engage in dialogue with multi-laterals, foreign governments, global academia, HR firms and NGOs.

### 1.3. Institutional Framework

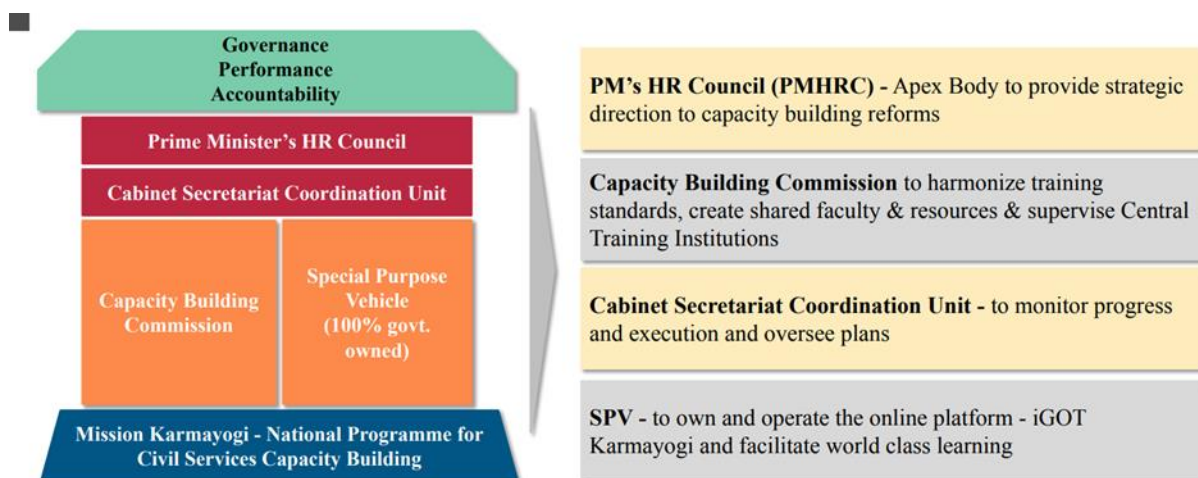


Figure 1: Institutional Framework for Mission Karmayogi

- a) **Prime Ministers HR Council:** The apex council of National Programme for Civil Services Capacity Building (NPCSCB). The council comprises of eminent public HR practitioners, thinkers, global thought leaders and representatives of the Indian political leadership under the Chair of Hon'ble Prime Minister of India. This council is conceived to be the apex body for driving and providing strategic direction to civil services reforms and capacity building. It will identify areas for policy intervention, approve the National Capacity Building Plan and review and provide guidance on reports submitted by other tiers of the governance structure and the annual Global Public HR Summit.
- b) **Cabinet Secretariat Coordination Unit:** The coordination unit, under the Chairmanship of the Cabinet Secretary, will monitor the implementation of the NPCSCB. It will align all stakeholders and provide mechanism for overseeing capacity building plans. The Coordination Unit comprising of nominated Secretaries to the Government and Cadre Controlling Authorities will also serve as the secretariat for the PMHRC. An officer of appropriate seniority and rank will be designated to function as Member Secretary of the Unit.
- c) **Capacity Building Commission:** The Capacity Building Commission has been constituted on 1 April 2021, by the Government of India as an organization under the DOPT. It has been mandated to drive standardization and harmonization across the landscape of Indian civil services. As the custodian of civil services capacity building reforms, the Commission's role is central to the overall institutional framework of Mission Karmayogi. Established as an independent body with complete executive and financial autonomy, the Commission comprises of three Members and is supported by an internal Secretariat. The Secretariat is headed by an officer in the grade of Joint Secretary to the Government of India (designated as the Secretary to the Commission). The Members have been appointed from diverse backgrounds to ensure adequate representation of multiple perspectives such as those of state governments, public sector, private sector, academia etc. The core purpose of the Commission is to build credibility and shape a uniform approach to capacity building on a collaborative and co-sharing basis.

#### 1.4. Karmayogi Bharat – SPV Overview

A key component of National Programme for Civil Services Capacity Building (NPCSCB) is Karmayogi Bharat. Karmayogi Bharat is the Special Purpose Vehicle (SPV) which was incorporated on 31.01.2022 under Section 8 of the Companies Act, 2013 as a 100% Government owned not for profit Company. Karmayogi Bharat will operate the iGOT Karmayogi platform, manage its overall governance and ensure that it meets the objective of anytime, anywhere, any-device learning for civil service officials to enhance their overall competency. The organization will be responsible to operate the iGOT Karmayogi platform and any other digital assets pertaining to the Programme. It will be responsible for owning, managing, maintaining, and improving the digital assets, i.e., iGOT-Karmayogi (Integrated Government online Training) the digital/e-learning platform, including the IPR of all software, content, process etc. on behalf of Government with an annual subscription-based revenue model.

#### 1.5. iGOT Karmayogi Solution Overview

iGOT Karmayogi is a learning platform aimed at promoting capacity development among civil services. iGOT Karmayogi is not merely an online, face-to-face and blended learning portal. It is a solution built to be 'fit for purpose' to meet the exact learning needs of the civil services. It creates an environment of continuous, frictionless, guided learning for any official, where she can have 24x7 visibility on her learning gaps and overall professional development. By enabling a shared learning architecture, the platform allows officials, departments, managers and training institutions to cross leverage courses, other learning resources and competency testing arrangements. While iGOT Karmayogi brings the responsibility of learning to the learner, it also provides mechanisms by which departments and managers can guide, monitor, and mentor officials in their capacity development journey.

iGOT Karmayogi shall serve as a uniform platform at national level where different ministries, departments and organizations of the central and state governments shall be onboarded as separate tenants



on the platform. Each tenant being onboarded on the platform shall be able to customize their tenants according to their needs and operate it for their own purposes. The central tenants shall at center and state level shall be able to view the data for monitoring and progress of the program and shall be able to make decisions and drive interventions basis the data being reported through the platform.

Given the complex nature of the services required by the meeting the needs of the program and build a world class capacity building ecosystem for civil servants in the country the iGOT Karmayogi platform shall have different components which will work seamlessly together to provide end to end user experience aligned to the program requirements.

The current iGOT Karmayogi platform has been build using an open-source platform called Sunbird ([www.sunbird.org](http://www.sunbird.org)). The below figure summarizes the different components of the iGOT Karmayogi platform and tries to build an understanding of what has been developed on the platform till date.

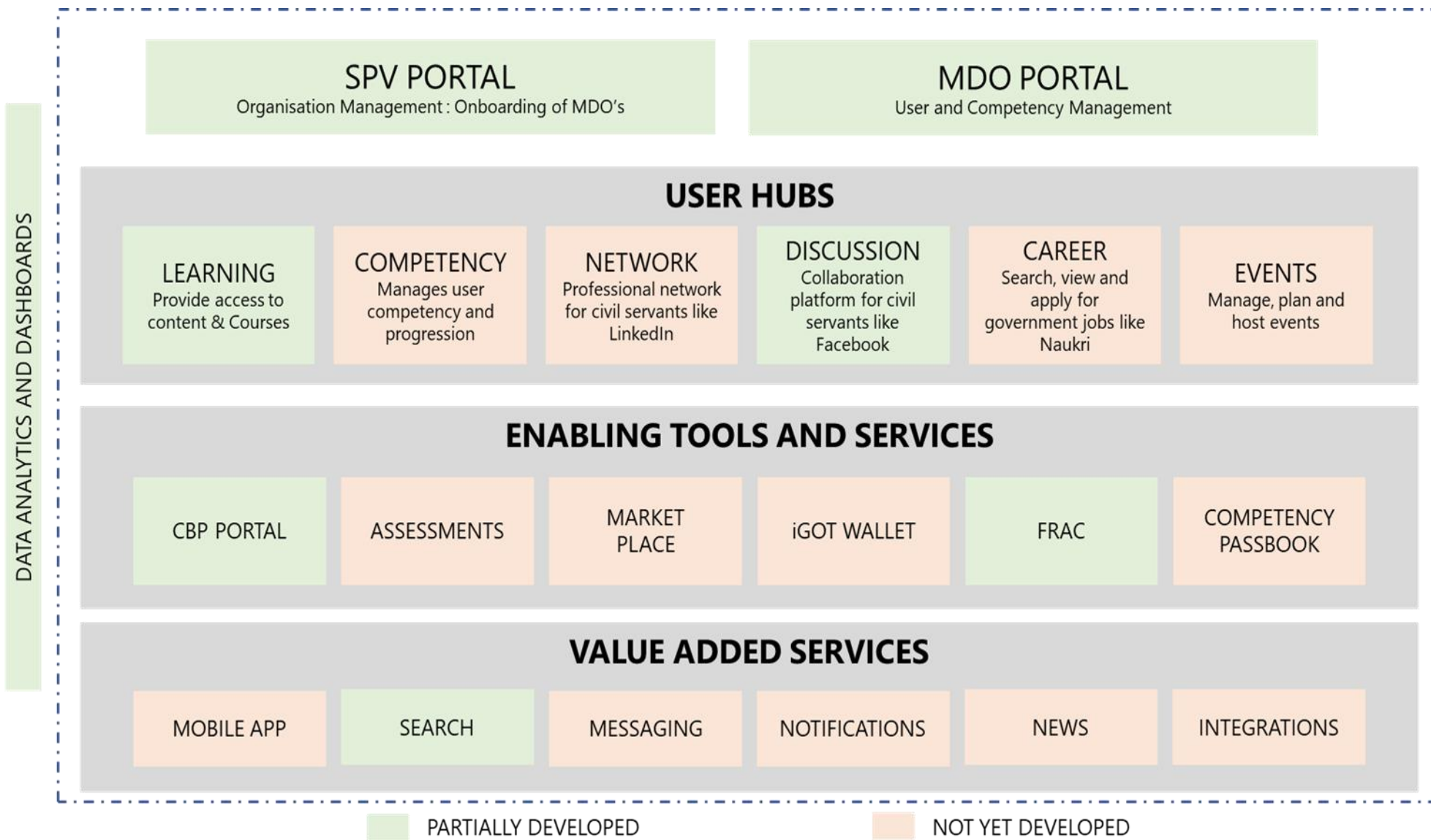


Figure 2: Functional Constitution of

iGOT Karmayogi Platform

## 1.6. Layers of the iGOT Karmayogi Platform

Designed to bring the larger vision of a digital backbone for learning to life, iGOT Karmayogi will be an evolving and scalable platform. The iGOT Karmayogi comprises of three layers which come together to give the user and departments a seamless learning ecosystem. The layers have been depicted in the diagram below-

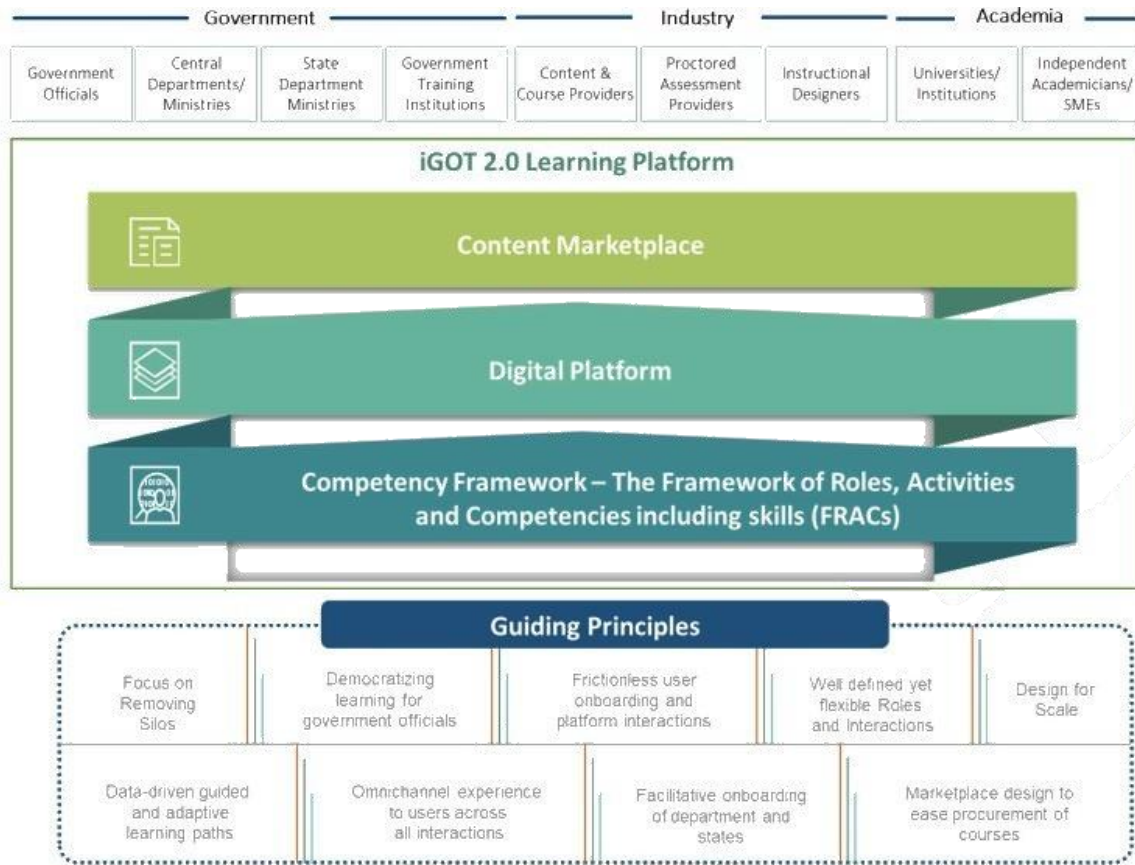


Figure 3: Core Layers of iGOT Karmayogi Platform

### 1.6.1. Operationalizing the Framework of Roles, Activities and Competencies including skills (FRACs):

- a. The core standards of the platform in terms of competencies shall be set by a taxonomy which is guided by an overall competency framework - FRACs. FRACs is based on Behavioral, Functional and Domain competencies. Over time as the roles and activities of each employee of every department are built each role can be linked to the competency framework.
- b. Each course, module and item will be tied to competency goals for the learner and there will be a stepped learning process outlining how each person can improve her competency in line with her roles and competency requirements for this current and future position (career pathway).

### 1.6.2. Digital Platform Layer:

- a. The core interaction of the learner, department, provider, content, and competency will take place over a digital platform.
- b. This platform can codify courses, allow providers, both internal (government training institutions, serving officials) and external (academic institutions, other online providers, international agencies, individuals) to provide their courses on the platform in synchronization with the user or learner demands and needs

### 1.6.3. Content Layer

- Superior content will drive the success and a civil servant of the IGOT Karmayogi. For this reason, course content sourced internally, externally and in many cases developed specifically for this learning platform, will be critical for its success
- This content will be informative and will share knowledge. It will also be available in multiple formats that are engaging to participants on the platform

Existing training institutions, state governments, departments and individual officials will use and build on this platform for personal, classroom, flipped and on-the-job learning. While iGOT Karmayogi intends to transform capacity building by using technology, there is no intention to diminish the role of face-to-face, classroom-based capacity building initiatives led by Cadre Controlling Authorities (CCAs) and their training institutions. iGOT Karmayogi can be used to augment existing classroom-based programs by bringing in pedagogical innovations like flipped classroom and online, face-to-face and blended courses.

## 1.7. iGOT Karmayogi as a Matching Platform

At its core, iGOT Karmayogi is a matching platform that democratizes access through a frictionless market for impactful courses. It identifies the competency requirements, for all roles and activities related to all government positions and matches them with the most impactful courses for the corresponding competencies - domain, functional and behavioral. The platform will, over time, also develop competency data that can help individuals and institutions guide the development of civil service officials at all levels

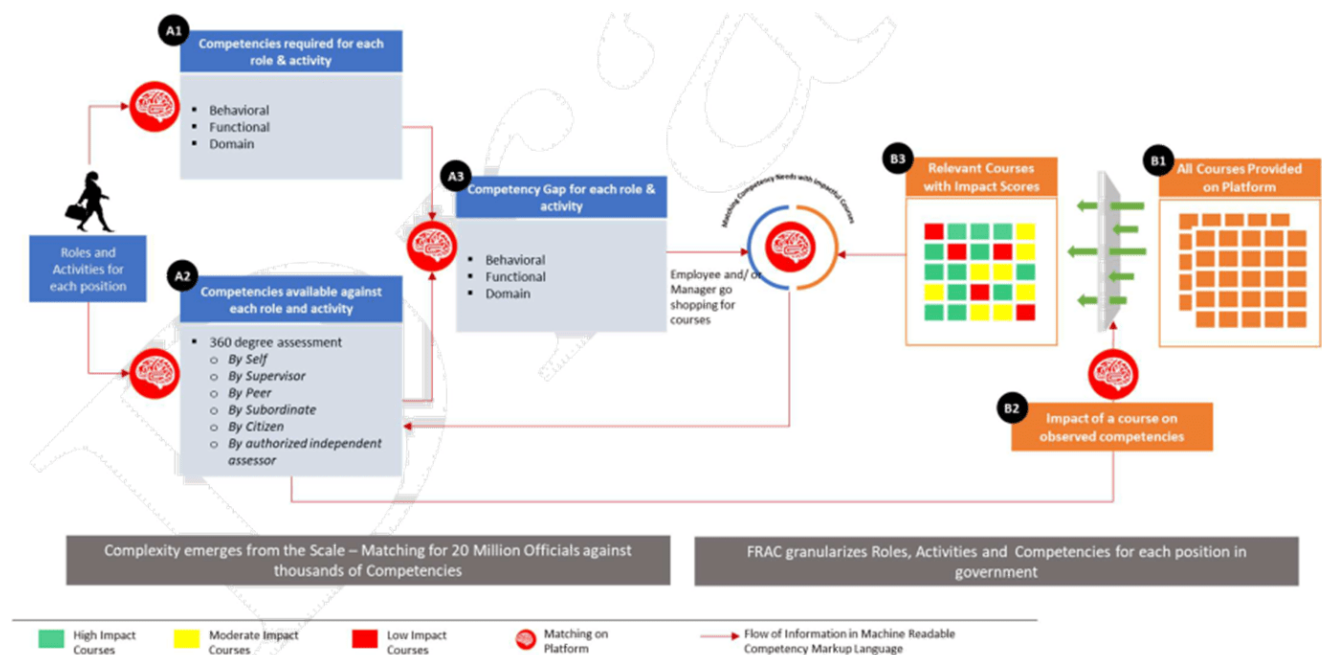


Figure 4 : iGOT Karmayogi as a matching platform of competency requirement for an individual to the courses available

## 1.8. Operationalizing of FRAC's on the iGOT Karmayogi Platform

Development and operationalization of FRACs will be owned by the relevant departments and implemented by specialized agencies and will be conducted in parallel to the iGOT Karmayogi rollout. Operationalization of FRAC will be led and managed by a specialized FRAC Centre of Excellence (FRAC CoE). Hosted in the Institute of Secretariat Training & Management (ISTM), the FRAC CoE will bring in

the extensive training experience and expertise of ISTM, supported by other apex training institutions like LBSNAA, IIPA etc. to chart out how FRAC will be defined and rolled out.

The FRAC CoE, to this end, will play a dual role:

- Role of a Process Owner where it defines, manages and amends the process of FRACing
- Role of a Process Certifier where it certifies the FRACing operations at Central and State Departments

While FRAC is being developed in the departments, parallelly work will happen to create a digital framework to encode FRAC on iGOT2.0 platform. Eventually linked to the platform Taxonomy Graph, the encoded FRAC will directly link the learners on the platform with the competencies needed by them based on their roles and activities and chart the learning path.

## 1.9. Content Format and Structure on the iGOT Karmayogi Platform

Any content on the learning platform follows the following structure:

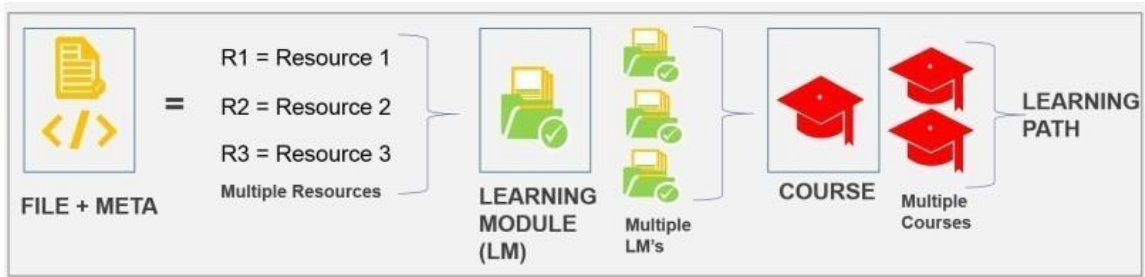


Figure 5: Content Structure on the iGOT Karmayogi Platform

The most granular content on the platform is a resource. A resource is a combination of file of learning content and the details/ descriptions of the file of learning content, also called Meta. A file can be a video file, PDF, YouTube video, web-resource or quiz/ assessment. A collection of Resources (same or varied types) create a Learning Module. Multiple Learning Modules create a Course. And multiple Courses create a Learning Path. To relate to physical world, a program (degree, diploma) may correspond to a learning path. A course may be a constituent course in a program. For example, if the Learning Path is a Diploma in Management (a program), then a Course may be Statistics 101. A book in a Course may correspond to a Learning Module and a chapter in a book may correspond to a Resource.

## 1.10. Content Taxonomy

Content Taxonomy refers to the tags/ nomenclatures that may be attached to a piece of content on the platform. Taxonomies provide the terms or categories that a given content can be described by, and often also describes one or more orthogonal dimensions that provide narrower or broader classification. iGOT will enable a robust taxonomy graph to easily “tag” the content resources on the platform. A robust taxonomy not only makes it easier for users to search content on the platform, it also helps create guided learning path for users based on a combination of competencies.

Taxonomy of content and courses on IGOT Karmayogi will be implemented through a mechanism of tagging and will be founded on a formal content ontology. The tags will partly emerge from the competencies but will mostly be managed at the content owners end and will mature as users incrementally tag the content. Tagging can happen at primarily two levels – (a) at the point of creation when the content owners/ creators create the necessary seed tagging, and (b) during the lifecycle of course consumption when the content consumers/ platform users add and modify the tags through a crowd-sourcing mechanism. Ontology is the system of classes and relationships that describe the structure of content and prescribes how a new content or new content category is created, how attributes are defined, and how constraints are established. A key input towards the ontology for IGOT Karmayogi will be the FRACs defining the competencies a piece of content aims to address.

While iGOT Karmayogi will have to work on defining a formal ontology, with FRACs being a critical foundation, the platform will provide the necessary linkage between the ontology and the platform taxonomy and this will evolve as the platform matures.

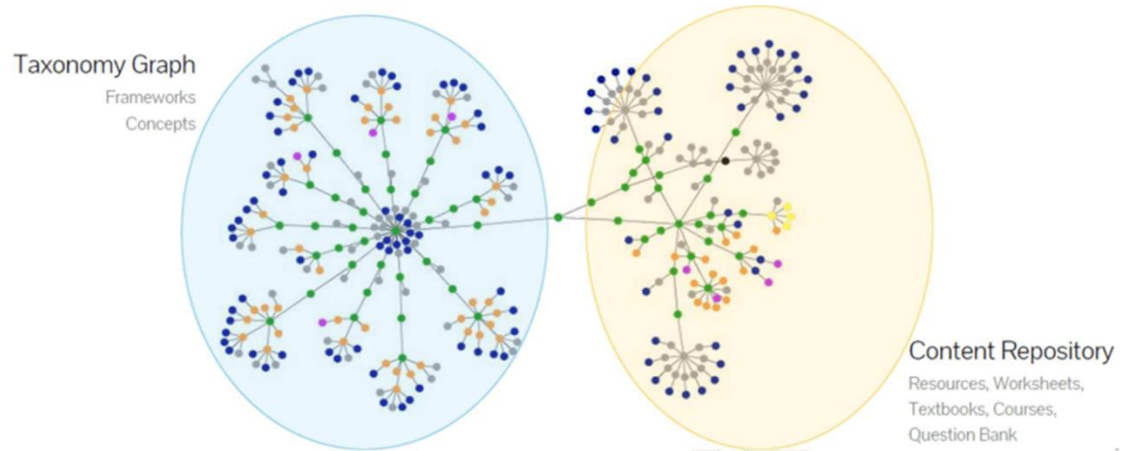


Figure 6: Taxonomy and Ontology

## 1.11. Assessment Framework

Another critical component of iGOT Karmayogi beyond the content marketplace is the assessment framework. The framework will provide independent & 360-degree assessments of observable competencies which will enable officials to demonstrate competencies related to their current role and desired future domains. The assessments will also be critical in measuring the efficacy of the learning and capacity development activities, including the quality of content. Four types of assessments have been envisaged

### 1.11.1. Course based assessments

Every course on iGOT Karmayogi will correspond to a specific competency/ set of competencies and have defined learning outcomes. Every course will also have assessment modules designed to evaluate the learning acquired by the learner (civil services) against the said outcomes. These assessments will be triggered once the learner reaches the end of a course and are mandatory for successful completion of the course. These assessments will be created by the course provider and will be administered on the platform. These assessments shall mainly be a part of self-paced learning modules with an intent to check the understanding of a learner after completion of a specific module/course. These shall be low stake assessments and shall be auto graded and shall be undertaken independently by a user on the platform while undertaking self-paced assessments.

### 1.11.2. Rating mechanism for self-assessments, peer-assessments, supervisor-assessments and subordinate-assessments

iGOT Karmayogi will also provide a mechanism to rate civil services on their possessed levels of proficiency across different competencies - behavioral, domain and functional as defined in the FRACs. This will work at four levels. At the first level, the rating mechanism will enable individual officials to rate themselves on the different competencies relevant to him, based on his experience of working in roles and activities which need those competencies. At the second level, it will be used by the supervisor of an official to rate the official based on his assessment of the official's proficiency level across the different competencies required from him. At a third level, the peers of an official may similarly rate the official. Lastly, subordinates of officials may rate their supervisors on their possessed competencies as well. An official will have visibility of all ratings provided to him, by the peers and the supervisor(s), both at aggregate and granular levels. A supervisor will have granular visibility on



the self-rating of the official and an aggregated view of supervisor-rating (including ratings by other/previous supervisors) and all peer-rating. Peers can only view the aggregated ratings of an official.

### 1.11.3. Standardized assessments

Standardized assessments against competencies will be made available on the platform. Objective is to assess the level of proficiency of an individual against a competency or a set of related competencies as per FRACs. These assessments will be created by independent assessment agencies to bring in standardization in format, test items, levels of difficulty etc. and will be conducted in a proctored environment. These standard assessments will also be visible to any user on the platform. However, in specific circumstances, an official may decide to make some or all these assessment results private, but only with approval of his/ her supervisors. Besides evaluating the officials, the assessments will indirectly serve as an evaluation of the courses on the platform as well. An independent assessment of learners will ensure that the course providers maintain a certain level of standard for the courses and that some courses do not gain popularity just by the virtue of them being too simple or too easy to pass.

Standardized assessment can be taken up by an official in his individual capacity where official self-certifies his proficiency for a given competency. The assessment can also be mandated by his supervisor or the department to assess whether the official has competencies necessary to the roles and activities assigned. It can also be a tool to gauge the readiness of an official against required competencies before allocation of a posting.

These shall be high stake assessments and shall be monitored closely. The assessment shall be requested from service providers empaneled on the iGOT Karmayogi platform and integrate seamlessly with the service provider tool through API gateways. User shall be able to request and trigger such assessments through chosen service providers as per need and requirement. Post the assessment the data shall be shared and consumed by the iGOT Karmayogi platform.

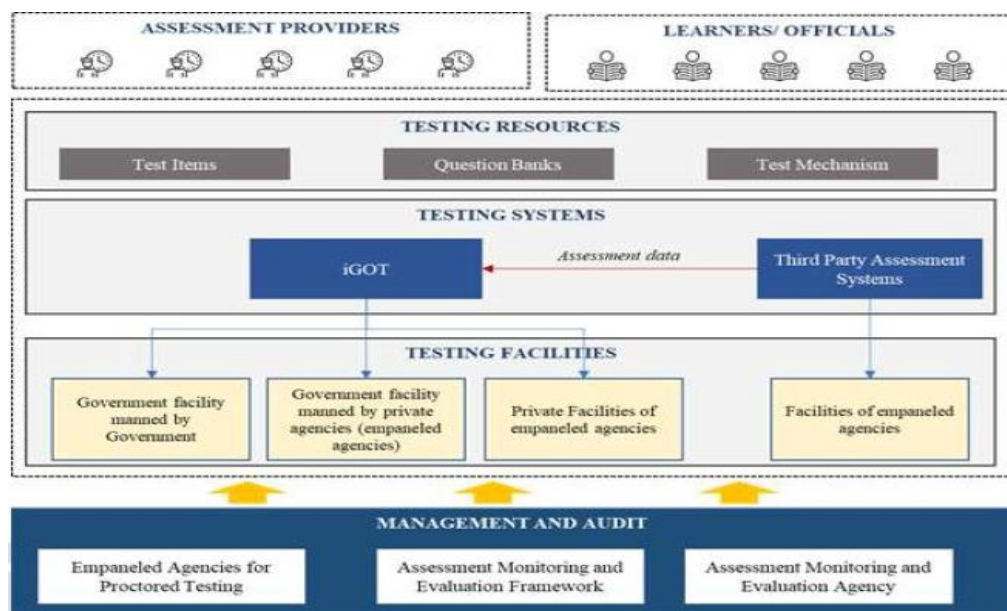
### 1.11.4. Learner scores and ratings

Learner scores and ratings will enhance self-motivation and determine effectiveness of the platform. The assessment of user engagement will focus on parameters like time spent on learning, number of certificates etc. This will be published to other users in the ecosystem, to reinforce user participation and learning.

#### 1.11.4.1. *Delivery Architecture for standardized assessment*

As explained, the standardized assessments are at the core of all learning assessments happening on iGOT Karmayogi. To ensure efficacy of these assessments and their outcomes, certain levels of policy, technical and process interventions are needed. One aspect, for example, would be to make the standardized assessments universally acceptable, across ministries and departments, through necessary policy interventions.

The diagram below details the delivery architecture for standardized assessments –



Standardized assessments are developed and maintained at competency level and administered at different proficiency levels corresponding to a competency. For example, a competency may have 5 levels of proficiency. An official will set the target proficiency level he wants to achieve against that competency and the assessment is administered accordingly. Outcome of an assessment is pass or fail and not a proficiency level. Ownership of standardized assessment for a competency is with the department/ ministry which owns that competency. The department which owns a competency will be responsible for engaging as an empaneled assessment provider empaneled and approved by Karmayogi Bharat. The assessment provider will in turn design and operationalize assessments. Irrespective of which department/ministry designs the test, any officials on the platform will have access to the tests. All these are operationalized through the different components of the architecture of iGOT Karmayogi.

### **1.12. The Karmayogi Wallet**

Every official will register on the iGOT Karmayogi platform will have an assigned wallet with certain currencies pre-loaded. The wallet currency can be anything - actual money or credit points, and the user will be able to use the same to take up courses or proctored assessment. The wallet credits can be topped up on regular basis by the parent department and/or Karmayogi Bharat and/or the official himself as learning advances or as credit points resulting from outcome of successful learning activities.

### **1.13. Impact Score - Measuring the efficacy and effectiveness of learning content/course on iGOT Karmayogi**

The efficacy of content or courses on iGOT will be determined by their Impact Scores. The platform will have a mechanism to assign an Impact Scores to every course. The score is an indicator of how impactful a course is for gaining a competency and is determined by assessing the success rate of competency progressions made by all individuals who have completed the said course.

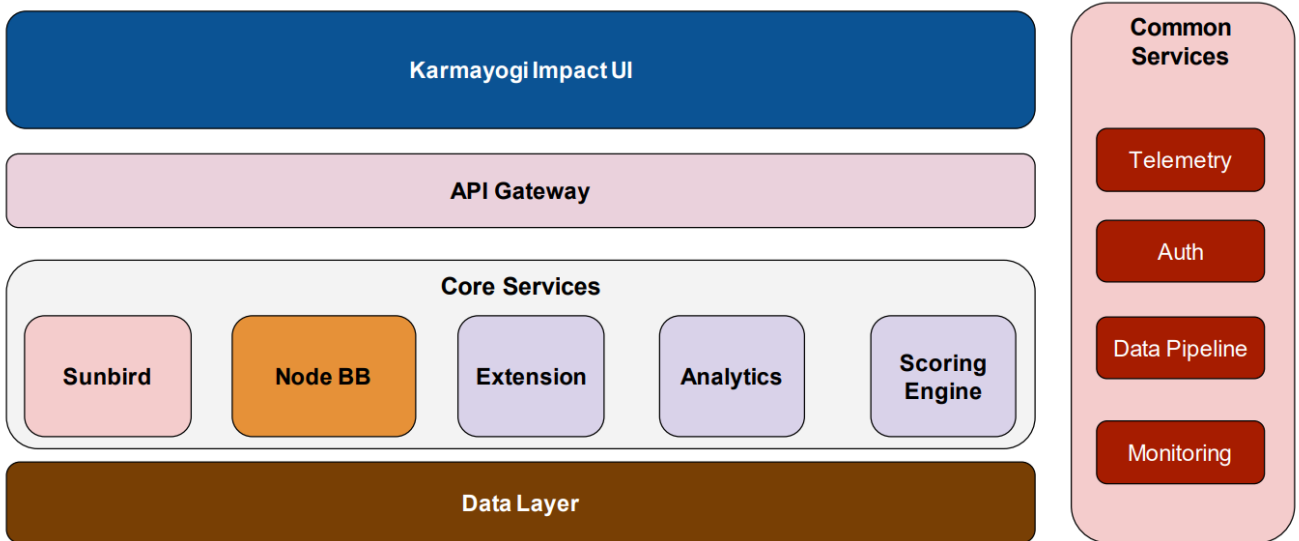
A potential way of assigning Impact Scores to a content/ course at a high level is as follows:

- Courses are onboarded on a platform after suitable validations, and each course tagged to a specific competency or a set of competencies
- Department identifies the key competencies needed for the roles
- Learners will take courses on iGOT based on his/ her competency requirements (as derived from the 360-degree assessment of the learners) or his/ her personal interests.
- A proctored assessment of the learner happens as per the assessment criteria and the learner is evaluated on the proficiency level of the competencies
- For a given course on iGOT, an assessment of all learners who have taken the course in each timeframe is made along with how they have fared in the proctored assessments for the competencies relevant to the course to arrive at the impact score of the course. To simplify, if a candidate takes a course against a competency and within a given timeframe successfully completes the assessment for the same competency, the impact score of the course is enhanced.
- Such impact score assessment happens for all courses on the platform, eventually covering thousands of officials and across multiple competencies, thus normalizing data and significantly reducing bias. All competency and assessment data are in machine-readable mark-up forms enabling automated processing and analysis
- For each competency, the impact scores for all the courses are normalized to arrive at the final impact score of each course.

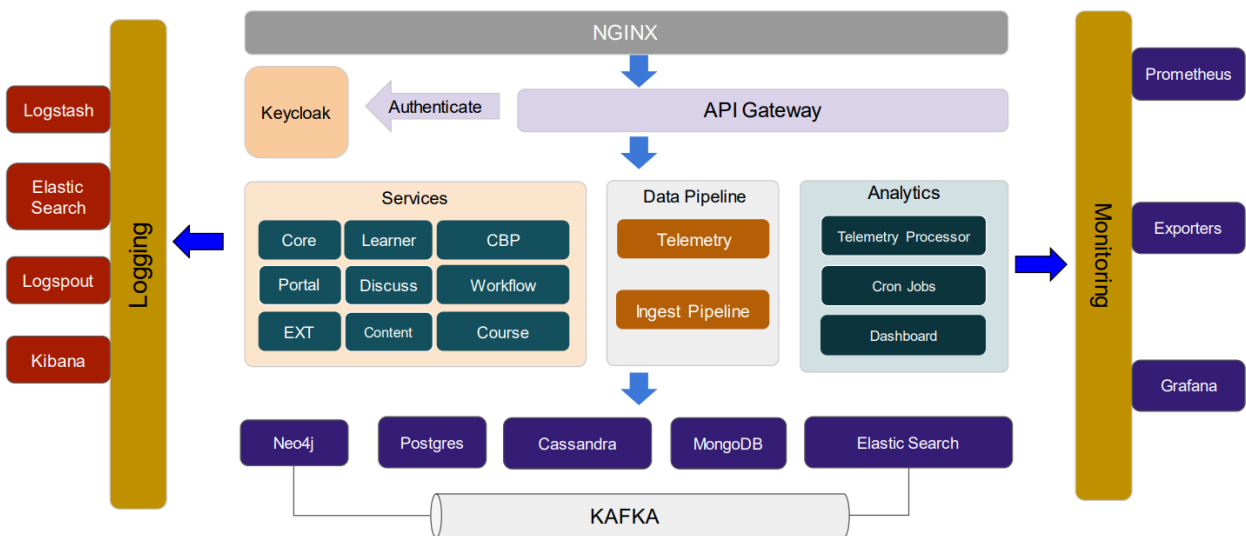


## 2. Technical Architecture for different components of the iGOT Karmayogi platform

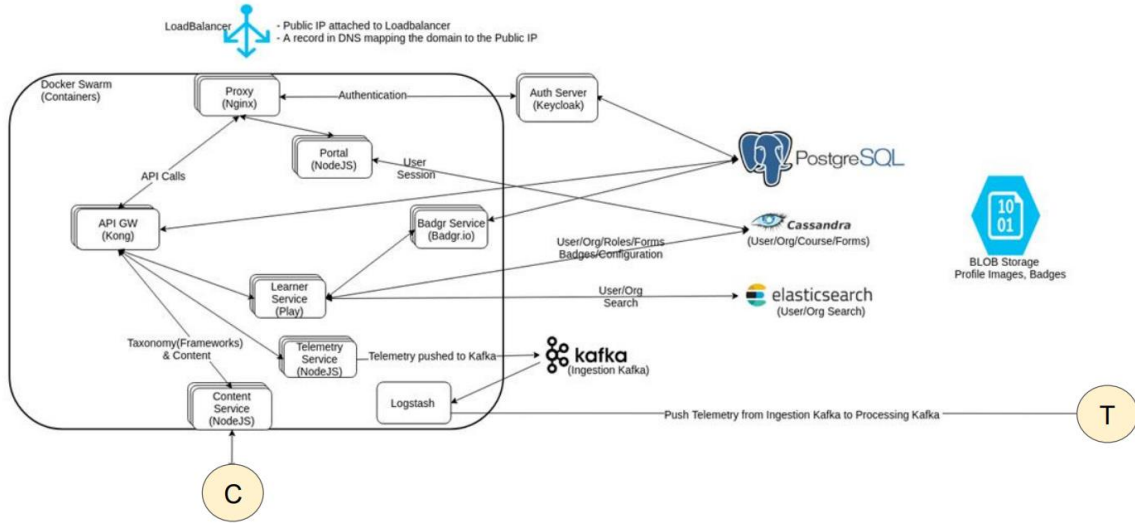
### High Level Architecture



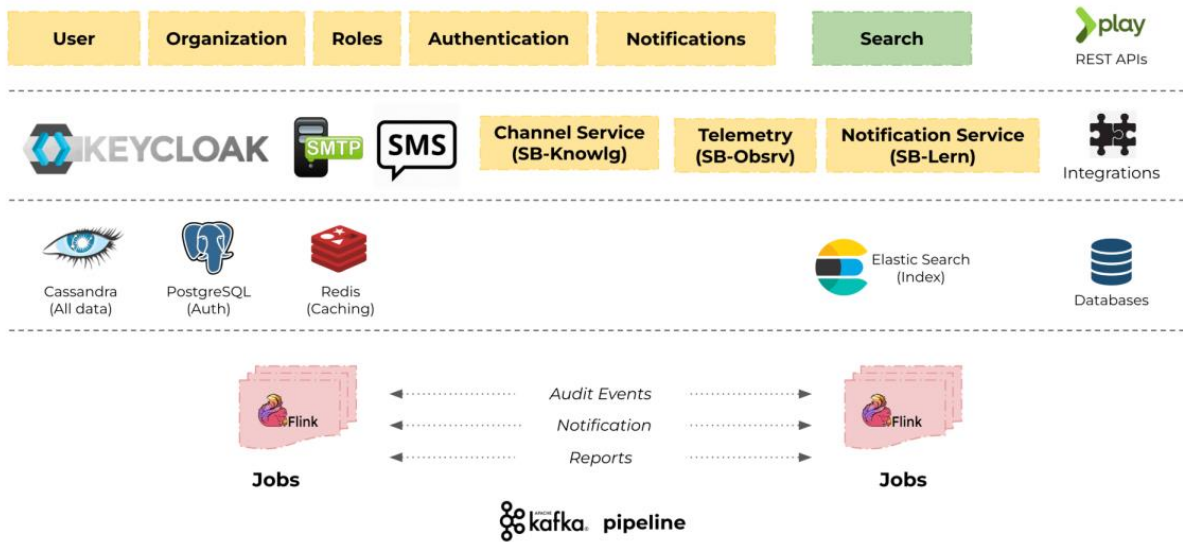
### Component Architecture



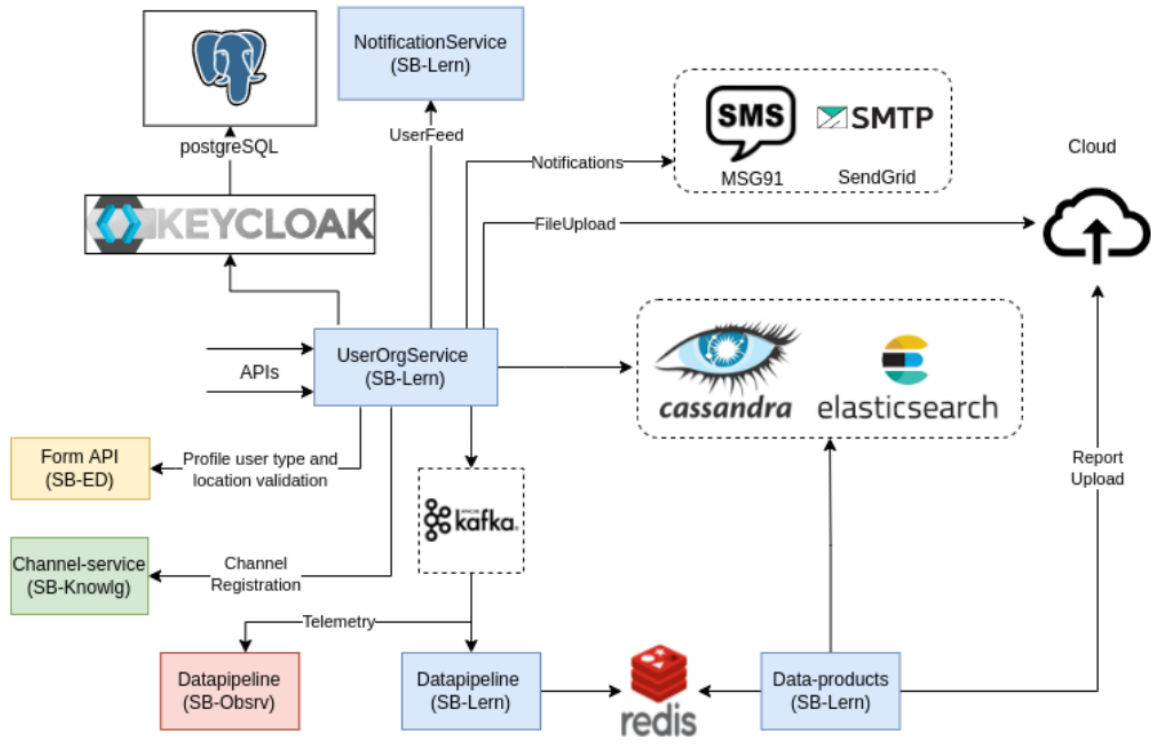
### Component Architecture – Sunbird Core



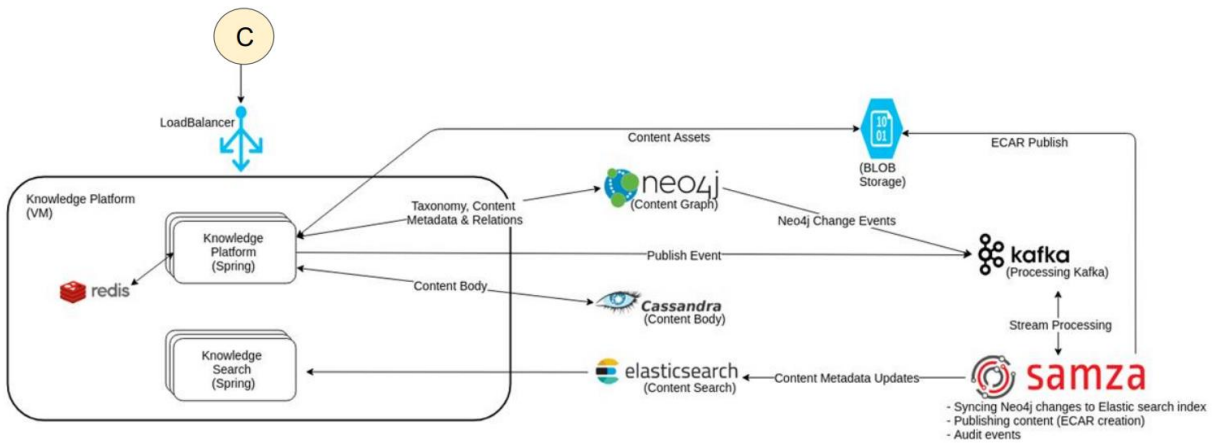
### Architecture – Sunbird Core



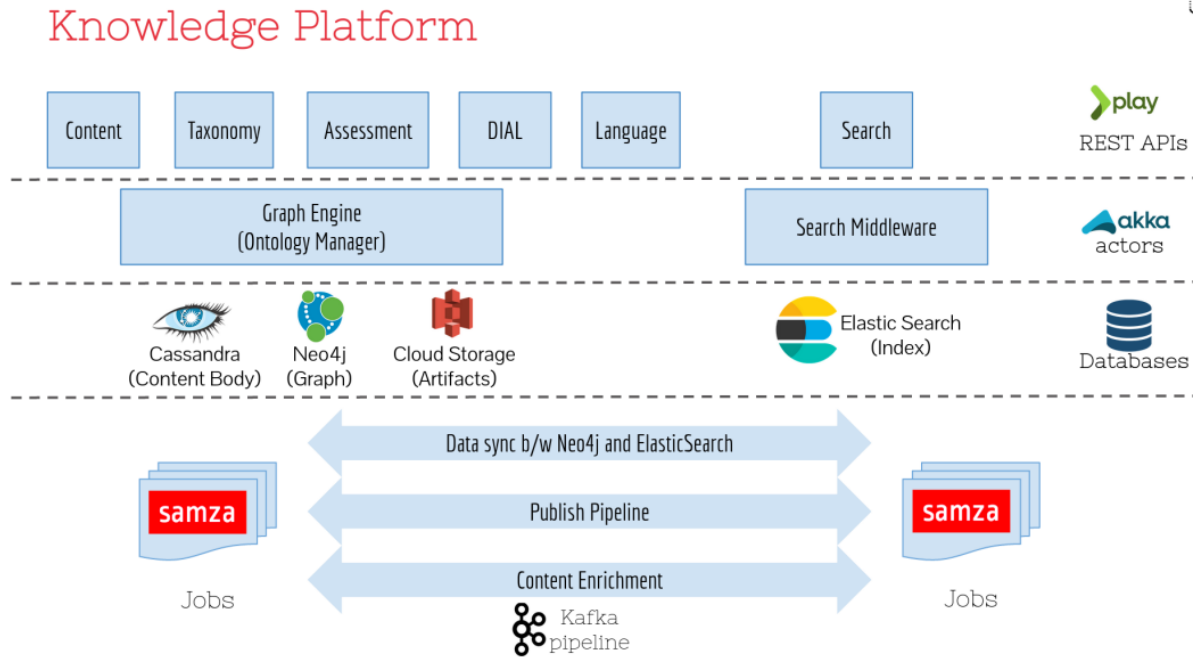
### Learn – Flow Diagram



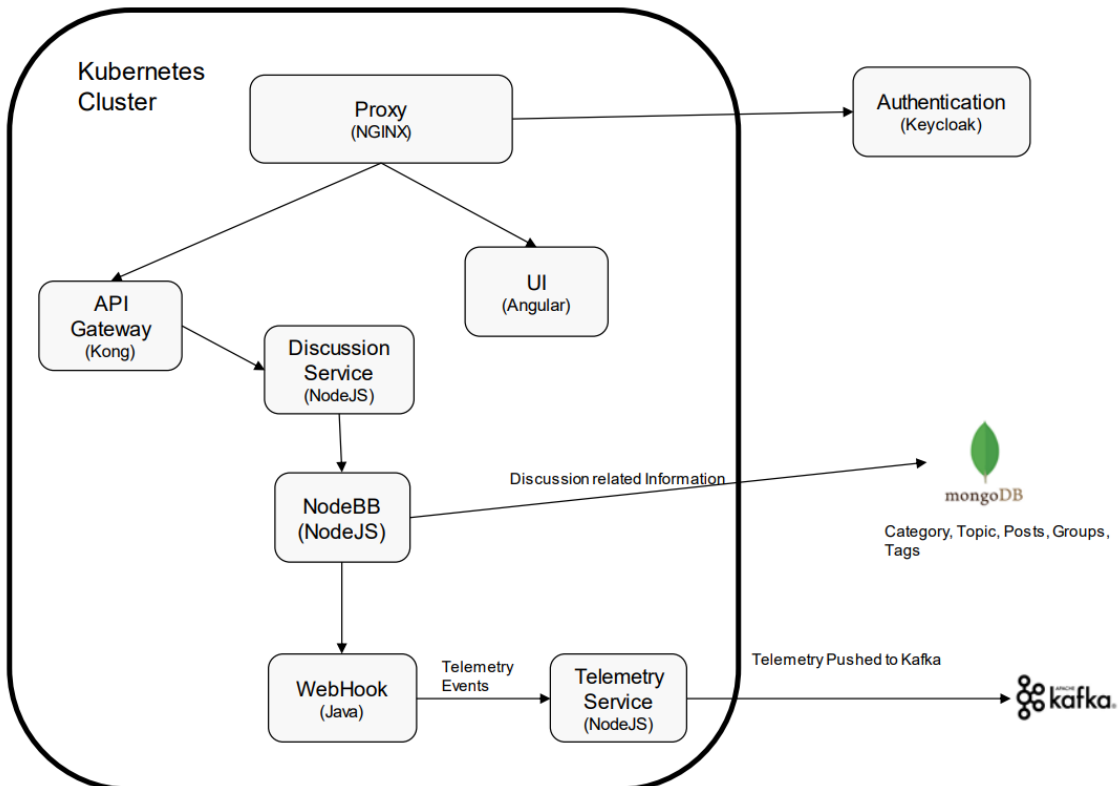
### Component Architecture – Knowledge Platform



### Component Architecture – Sunbird Knowledge Platform



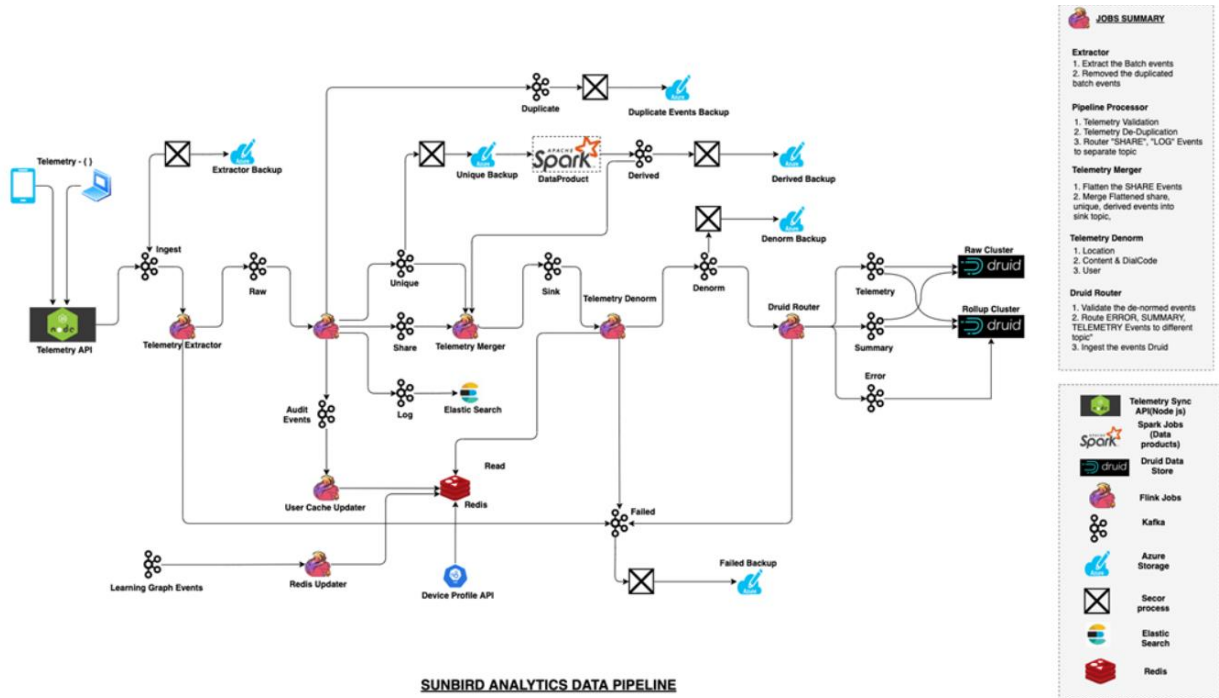
### Component Architecture – Discussion



### Component Architecture – Data Pipeline



### Analytics Data Pipeline Architecture



## 3. Scope of Work

To manage and host the iGOT Karmayogi platform :

- Managed hosting (VM instances, Storage, Security)
- Auto Scaling
- Network Connectivity
- IaaS (Infrastructure as a Service)
- PaaS (Platform as a Service)
- SaaS (Software as a Service)
- DBaaS (Database as a Service)
- SECaaS (Security as a Service)
- DR as a Service

- Self Service provisioning portal
- MIS and Reporting
- Migration of the existing application to the proposed cloud platform

While the current platform is built using the Sunbird building blocks and the actual requirement for infrastructure shall be given to the selected provider in consultant with the current MSP for iGOT Karmayogi platform. The bill of materials listed in the document is just indicative may change or vary as per the actual requirement of the iGOT Karmayogi platform. The below key requirements of Karmayogi Bharat are expected to be met by the shortlisted bidder.

### 3.1. Key Requirements

Karmayogi Bharat is looking to fulfill its following key requirements

- I. Provisioning of different environments for iGOT Karmayogi platform such as staging, benchmarking, pre-production and production etc.
- II. Providing Disaster Recovery setup in a different seismic zone than the main data center where the application is hosted
- III. Availability of “IT infrastructure on demand” for hosting iGOT applications
- IV. Aggregation of IT infrastructure (Hardware, Storage and Networking) and management resources
- V. Optimal utilization by sharing of IT infrastructure resources to meet individual peak loads
- VI. Standardization of systems: Auto-scalability, Faster implementation cycle time and Stable and predictable physical and technical environment
- VII. Reduced administrative burden for Karmayogi Bharat IT Department by avoiding necessity of procurement, vendor management, addressing the technical issues etc.
- VIII. Cost based on actual usage, thus leading to reduced cost of infrastructure creation, monitoring, management for Karmayogi Bharat
- IX. Enhanced reliability and security of information system through centralized management of IT infrastructure by adopting the necessary measures and practices, such as
  - Dynamic Scalability
  - Centralized and simplified management
  - Improved quality of data management
  - Lower risk of data loss
  - Higher availability of system and data – 24x7x365
  - Better management of security and access control
  - Guaranteed service levels
- X. Efficient and effective management of information security issues across cloud environment

### 3.2. Design, provisioning of IT infrastructure and setup of Cloud

- I. The Bidder will be responsible for design and provisioning of required IT infrastructure as IaaS, PaaS or SaaS as per requirement for hosting and operating the iGOT Karmayogi platform. The Bidder will examine the iGOT Karmayogi application landscape that needs to be hosted on cloud infrastructure. This activity will enable the Bidder to gauge the Application workloads criticality & complexity before provisioning managed hosting services in a multi-tenant IaaS model and the Network Connectivity required. Bidder will study the existing application for mobility to cloud.
- II. The Bidder shall be responsible for provisioning required compute infrastructure (server/virtual machines), storage and services for hosting the iGOT Karmayogi platform. The indicative compute requirements for the IT infrastructure is placed at the appendix to financial part. The Bidder will be commercially evaluated based on the indicative sizing given.

- III. The Bidder shall be responsible for migration of the iGOT Karmayogi Platform on the Cloud infrastructure. Necessary support for its migration would be provided by the Managed Service Provider of iGOT Karmayogi Platform.
- IV. Any licenses pertaining to Databases (SQL), SharePoint and Operating systems will be installed by the Bidder.
- V. The CSP shall be responsible for provisioning adequate Internet Bandwidth and connectivity at the DC & DR, including termination devices, for end users to access iGOT Karmayogi Platform.
- VI. The iGOT Karmayogi application will need to be integrated with CDN (Content Delivery Network) for better end user experience. The Bidder shall be required to integrate the Cloud Services and provision for adequate content delivery networks.
- VII. The CSP will be responsible for provisioning of requisite network infrastructure (including switches, routers and firewalls) to ensure accessibility of the servers as per defined SLA's.
- VIII. The Bidder shall provide backup solution.
- IX. The Bidder shall provide monitoring tools for measuring the service levels, application performance and utilization, server performance and utilization, storage performance and utilization and network performance and utilization. The tool shall be provided by the CSP for all services being provided on the infrastructure without any third-party middleware integration. The tool shall be capable of providing the exact utilization of servers and shall be able to generate per day, per month and per quarter utilization reports based on which the payments will be made to the Bidder.
- X. The CSP and the bidder shall be responsible for ensuring security of iGOT Karmayogi applications and infrastructure from any threats and vulnerabilities. The Bidder shall address ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion prevention/ detection, content filtering and blocking, virus protection, even logging & correlation and vulnerability protection through implementation of proper patches and rules.
- XI. The Bidder shall offer DR as a service for all resources offered on primary DC site. The Bidder shall be responsible for provisioning of bandwidth for replication of data between the DC site and DR Site. The SLA for the replication of data will be attributed to the Bidder. The RPO during disaster recovery shall be <=15Minutes and RTO shall be <=1 Hour.
- XII. The infrastructure provisioned by the Bidder must be scalable and shall allow Karmayogi Bharat to add/reduce cloud resources on demand basis.
- XIII. The solution needs to provide the ability for Karmayogi Bharat IT Administrators to automatically provision the services via a Web Portal (Self Provisioning), provide metering and billing to provide service assurance for maintenance & operations activities. Detailed user level or user group level auditing, monitoring, metering, accounting, quota and show-back information is essential the cloud platform to be offered.
- XIV. Following are key requirements for simplified Login for iGOT Karmayogi:
  - A. Integration with Facebook, Google, LinkedIn. (support for OAuth protocol)
  - B. Integration with other government applications such as Aadhar, DigiLocker, eHRMS etc.
  - C. New users can also create their IDs on Active Directory
  - D. Support for Indian languages
  - E. Single Sign-On
- XV. The iGOT Karmayogi portal shall be available all 22 Indian languages going forward including search
- XVI. The Application development teams from Karmayogi Bharat and the MSP will provide the related system configurations to the Bidder for integration with Cloud Services during the deployment of the applications on cloud.
- XVII. The Cloud infrastructure and iGOT platform data must be maintained ONLY at the location of the identified Cloud hosting site. Data can only be moved to other site in case of any emergency with prior approval of Karmayogi Bharat.
- XVIII. The Bidder should prepare and submit a detailed implementation plan with mapping of infrastructure at DC site and DR site including following parameters:
  - Server Provisioning
  - Storage Requirements

- Network interfaces requirement
  - Network throughput requirement
  - Adequate Power and Backup requirement
  - Failover mechanism for replication links
- XIX. Bidder shall be responsible for setting up, installation, configuration, management, upgradation, and migration of application servers, database servers/storage.
- XX. Maintain and manage the required network components for the cloud services procured by Karmayogi Bharat. Setup and configure the VMs, storage, Network, Database etc. at DR site meeting RPO and RTO (Recovery Time Operations) requirements of Karmayogi Bharat, the bidder shall provide access to logs for analysis.
- XXI. The bidder shall not delete any data before without approval of Karmayogi Bharat during the period of Contract and will not delete any data after the expiry of Contract without written approval from Karmayogi Bharat.
- XXII. The bidder shall be responsible for implementation, management and monitoring of DDOS, IPS, IDS Services, etc.
- XXIII. The bidder will implement anti-malware and conduct regular vulnerability scanning and penetration testing of systems and infrastructure.
- XXIV. The bidder shall have public Services in DMZ zone and High security services in MZ Zone.
- XXV. The bidder shall configure external connections to the hosting infrastructure required to upload database/files etc.
- XXVI. The bidder is expected to understand the complete architecture of existing applications and processes necessary for smooth migration of applications and databases including interdependencies between applications and data.
- XXVII. The bidder shall be responsible for deployment of Security patches on Hardware and Software.
- XXVIII. Bidder will be responsible for migrating to cloud and managing the cloud services.
- XXIX. The bidder shall be responsible to monitor the cloud services and ensure 99.9 % uptime of all services as per agreement.
- XXX. Deployment of New Applications on cloud, security administration, planning and implementation of cloud management and monitoring portals for complete infrastructure and services procured.
- XXXI. Bidder shall be responsible for monitoring and reporting services.
- XXXII. Bidder shall provide provide for the professionals listed in the bid document on site at Karmayogi Bharat offices for the entire duration of the contract.
- XXXIII. Provide access to Karmayogi Bharat for installation/commissioning and management of Virtual Machines.
- XXXIV. Provisioning of scalable storage capacity as per requirements of iGOT platform and availability of such services as per agreement.
- XXXV. The bidder shall ensure committed time taken for restoration of data from Backup as claimed.
- XXXVI. The bidder should ensure and meet all standard data formats for data transfer /portability from cloud to any on premise machines as provisioned by Karmayogi Bharat and vice-versa.
- XXXVII. The bidder shall demonstrate/Submit documentary proof for POC (Proof of Capability) as part of technical evaluation to understand the key features such as AUTO Scale up/down, Security protocols, Denial of Service (DoS, DDoS) attack), management and administration and audit capabilities of offerings, setting up of DR facilities, etc.
- XXXVIII. The bidder shall provide inter-operability support with regard to APIs and Data Portability.
- XXXIX. The bidder shall be responsible for security of Facilities, Physical Security of Hardware, Network infrastructure and virtualization Infrastructure.
- XL. Service provider shall be responsible for any Risk Management and planning, or issues related to migration of data from DC to DR.
- XLI. The bidder shall be responsible for managing services provided by third party vendors.
- XLII. The bidder shall workout migration plan for co-existence of non-cloud and cloud architecture during and after the migration period in close coordination with Karmayogi Bharat.



- XLIII. Service provider shall provide necessary training to Karmayogi Bharat or its Systems Integrator on management of cloud VMs.
- XLIV. Service provider shall provide necessary technical documentations, design documentations, standard Operating Procedures (SOPs) required for operations and management of services.
- XLV. All risk management related to migration, migration plan shall be jointly worked out with Karmayogi Bharat and Cloud Service Provider.
- XLVI. Service provider shall have provision to provide and support additional VM requirements and related services.
- XLVII. The bidder shall assist Karmayogi Bharat in planning for capacity building to meet growth and peak load assessment at the end of first year to ensure future requirements of Karmayogi Bharat are addressed.
- XLVIII. The bidder shall provide necessary details including sizing, current loads, utilization, expected growth/demand and other details for scale up/scale down at the end of first year in close coordination with Karmayogi Bharat.
- XLIX. Service provide shall provide Annual Technical Support from OEM under (Software procured as PaaS) during entire period of Contract.
- L. Karmayogi Bharat and the bidder shall jointly workout multi-factor authentication for root account as well as any other privileged identity and access account associated with it.
- LI. The bidder shall be responsible for implementation of tools and processes for monitoring the availability of applications, responding to system troubleshooting.
- LII. Monitoring of performance, resource utilization and other events such as failure of services, degradation of services, availability of network, storage, Database systems, OS etc.
- LIII. Provide the relevant reports, including real time as well as past data/reports on dashboard.
- LIV. The bidder shall be responsible for conduct of DR Drills and follow Standard Operating Procedures (SOP) and inform Karmayogi Bharat in advance for such drills conducted twice a year normally, with 15 days' prior notice.
- LV. There should not be any data loss during backup from DC to DR.
- LVI. The bidder shall monitor Internet Links, MPLS -VPN including bandwidth, data transfer, and response time and packet loss and perform corrective measures.
- LVII. After the implementation of exit process, cloud service provider will delete/remove VMs, contents and data with approval of Karmayogi Bharat and ensure data cannot be forensically recovered and intimation of compliance thereafter.
- LVIII. The bidder will train and transfer the knowledge to the replacement agency or Karmayogi Bharat to ensure continuity and performance of services post expiry of Contract.
- LIX. The bidder shall provide necessary access and rights to Karmayogi Bharat as per requirement to audit and inspect the physical data center and DR facility as and when needed.
- LX. The bidder should be able to provide for dedicated server racks to Karmayogi Bharat if required
- LXI. On acceptance of implementation plan by Karmayogi Bharat the Bidder shall implement the cloud solution and offer for testing
- LXII. The proposed data center of the CSP shall confer to the below mentioned minimum requirements

S.No	Criteria
1	The proposed cloud should have the capability to provide various other services like Database, Cache, Search, Analytics, Mobile Backend, Queues, Tables, Backup, Identity Management, CDN, Client Application Analytics as a Service on pay as per usage mode backed by monthly SLAs of minimum 99.5% availability and the SLAs should be promised and publicly published by the CSP
2	The Cloud services should be available on various commercial models such as pay as per usage, 1 year price lockin, 3 year price lockin etc. for compute infrastructure
3	The proposed cloud should provide inbuilt logging and auditing capabilities
4	The proposed cloud should support auto scalability to increase or decrease the

S.No	Criteria
	compute resources as per demand in order of minutes based on CPU/RAM utilization and charge only for resources being used on a per minute, hourly or daily basis
5	The proposed cloud should provide mechanisms to allow provisioning/de provisioning of Virtual Machines on demand and should not charge for them when de provisioned.
6	The proposed cloud should support and allow users to encrypt their data at rest using customer's own key and should allow to encrypt data while in transit
7	The proposed cloud must ensure that the Network layer has capabilities for in-depth packet inspection and intelligence in blocking attacks at no extra cost to the user
8	The proposed cloud should ensure that their network is protected against DDOS attacks
9	The proposed cloud should support logical separation of the infrastructure pieces provisioned on the cloud in multiple setups
10	The Data Centre services from where Cloud services are being provisioned should be ISO 27017/27018 certified and ISO 27701/27001 certified
11	The Data Centre from where the Cloud services are being proposed to be provided shall be in India.
12	The proposed cloud should provide for a monitoring interface directly from the CSP with no additional layer which should allow monitoring of infrastructure on a nearly real time status of all the services refreshed at least at a frequency of 5 min at no extra cost to the user.
13	The CSP should publish the history of service availability for all the services offered for a period of at least 3 months.
14	The proposed cloud should allow penetration testing if required.
15	The proposed cloud should have service accreditation relevant to security, availability, confidentiality, processing, integrity, and privacy trust services principals such as SOC1, SOC2 and SOC3, PCI DSS
16	The proposed cloud should have ISO 22301 certification for business continuity implementation
17	The proposed should have a marketplace for procuring third party services e.g. databases, Firewall, Disaster recovery management software etc.
18	The proposed cloud platform should provide the ability to reliably store large amounts of data and should provide automatic cost optimization by tiering of older data.
19	The proposed cloud should have a public calculator link for creating and validating the list prices of CSP.
20	Offer LDAP authentication services on cloud which can scale up to millions of users.
21	The cloud data center must have assured protection with security built at multiple levels and 24x7 monitoring by provisioning physical security, biometric identification, and close circuit monitoring
22	The cloud service offering shall support Network and security with virtual firewall and virtual load balancer integration for auto-scale functions
23	The proposed cloud should have the facilities of self-service portal for self-provisioning of cloud services like compute (Virtual, Docker, Containers, Database), file storage, object storage, caching (CDN, Memory Caching), networking (API Gateway, Load Balancer, NAT Gateway), etc within 5 hours.
24	The CMSP must provide a UAT (User Acceptance Test) for the failover/failback scenarios after the deployment.

### 3.3. Role of Karmayogi Bharat and iGOT Karmayogi MSP

- I. Karmayogi Bharat and iGOT Karmayogi MSP shall be responsible for management of all iGOT Karmayogi web and mobile applications hosted on the bidders platform/Data Center.
- II. Karmayogi Bharat shall be responsible for all web and mobile application SLA with MSP.

- III. Karmayogi Bharat shall be responsible for design/development and management of all web and mobile applications.
- IV. Karmayogi Bharat shall be hosting applications on the bidders platform which include application configuration, addition and deletion of modules and ensure application functionality as per enduser's requirements.
- V. Karmayogi Bharat shall be responsible for planning and sizing of applications along with its architecture.
- VI. Karmayogi Bharat shall be responsible for remote administration of applications on VMs provided by the bidder through VPN.
- VII. Karmayogi Bharat will estimate the requirements of Infrastructure resources (like VMs, Storage etc.) for different environments such as production, pre-production (non-live environment), test environment etc.
- VIII. Karmayogi Bharat will work out minimum resource requirements as well as indicative requirements of services like IP address/Load/Data transfer in Local and DR site etc.
- IX. Karmayogi Bharat shall also share with the bidder the listing of existing Software licenses already procured by Karmayogi Bharat (OS/DB...) including its upgrades if any, and if required.
- X. In case of New Projects Karmayogi Bharat will procure software licenses or may procure/ subscribe the minimum required licensees as part of PaaS (Platform as a Service)
- XI. Karmayogi Bharat will specify additional Security requirements for some applications like PCI-DSS. Data Encryption, Third Party authentication support (e.g. e-sign/Digital signing Certificates) for Payment gateway requirements.
- XII. Karmayogi Bharat shall define the data retention period for all applications as per need basis application wise.
- XIII. Karmayogi Bharat shall define the Log retention policy, application-wise as per need.
- XIV. Karmayogi Bharat shall work out estimated size of data for backup wherever possible.
- XV. Karmayogi Bharat shall be responsible to conduct of regular vulnerability scanning and penetration testing of applications and fixing up of such vulnerabilities.

### **3.4. Operational Acceptance of Cloud**

- I. Operational Acceptance shall commence once the system is commissioned for a period of maximum 30 days.
- II. Operational Acceptance will only be provided after cloud resources have been provisioned and switchover testing (as applicable) has been completed. Switchover testing would include:
  - Switch over of application from DC to DR as per defined RTO and RPO
  - Switch over applications from DR to DC as predefined RTO and RPO
  - Complete Data Replication and Reverse Data Replication as per RPO
  - Fully functional application while DR site is operational, taking into consideration the end user experience
- III. The Bidder will have to facilitate the Operational Acceptance Tests. Operational acceptance tests will be performed by Karmayogi Bharat; however Bidder will have to facilitate Operational Acceptance during commissioning of the system (or subsystem[s]), to ascertain whether the system (or major component or Subsystem[s]) conforms to the scope of work. The Bidder will have to facilitate the testing of application from Karmayogi Bharat users during the Operational Acceptance. Necessary support shall be provided by the MSP of iGOT Karmayogi.
- IV. After the Operational Acceptance has completed, the Bidder may give a notice to Karmayogi Bharat; requesting the issue of an Operational Acceptance Certificate. Karmayogi Bharat will:
  - ✓ issue an Operational Acceptance Certificate; or
  - ✓ notify the Bidder of any deficiencies or other reason for the failure of the Operational Acceptance Tests
- V. Once deficiencies have been addressed, the Bidder shall again notify Karmayogi Bharat, and Karmayogi Bharat, with the full cooperation of the Bidder, shall use all reasonable endeavors to promptly carry out retesting of the System or Subsystem. Upon the successful conclusion of the Operational Acceptance Tests, the Bidder shall notify Karmayogi Bharat of its request for Operational Acceptance, Karmayogi Bharat

shall then issue to the service provider the Operational Acceptance, or shall notify Bidder of further deficiencies, or other reasons for the failure of the Operational Acceptance Test.

- VI. If the System or Subsystem fails to pass the Operational Acceptance Test(s) even after 3 unsuccessful attempts, then Karmayogi Bharat may consider terminating the Contract and may also impose a penalty on the bidder for non-performance.

### 3.5. Maintenance & Support of Implemented Cloud

The Bidder shall be responsible for providing 24\*7\*365 days support for iGOT platform Cloud infrastructure for five (05) years from the date of issuance of operational acceptance by Karmayogi Bharat. The maintenance and support will include following activities -

- I. Compliance process to the defined international standards and security guidelines such as ISO 27001, ISO 20000:1, for maintaining operations of cloud and ensuring privacy of iGOT Karmayogi data.
- II. Ensuring Uptime and utilization of the cloud resources as per SLA's defined in this RFP.
- III. In the event of a disaster at DC site, activation of services from the DR site is the responsibility of Bidder. The Bidder shall develop appropriate policy, checklists in line with ISO 27001 & ISO 20000 framework for failover and fall back to the appropriate DR site. DR drills needs to be performed by the Bidder half yearly to check disaster preparedness.
- IV. The Bidder shall conduct vulnerability and penetration test (from a third party testing agency which should be CERT-IN empaneled) on the Cloud facility every 6 months and reports should be shared with Karmayogi Bharat. The Bidder needs to update the system in response to any adverse findings in the report, without any additional cost to Karmayogi Bharat.
- V. Upgrades - Any required version/Software /Hardware upgrades, patch management etc. at the Cloud Site will be supported by the Bidder for the entire contract period at no extra cost to Karmayogi Bharat.
- VI. Bidder is required to provision additional VM's when the utilization exceeds 80%.
- VII. On expiration / termination of the contract, Bidder to handover complete data in the desired format to Karmayogi Bharat which can be easily accessible and retrievable.
- VIII. MIS Reports - Bidder shall submit the reports on a regular basis in a mutually decided format. The Bidder shall workout the formats for the MIS reports and get these approved by Karmayogi Bharat after awarded the contract. The following is only an indicative list of MIS reports that may be submitted to the Karmayogi Bharat:
  - a. **Daily reports**
    - Summary of resolved, unresolved and escalated issues / complaints
    - Log of backup and restoration undertaken
  - b. **Weekly Reports**
    - Summary of systems rebooted.
    - Summary of issues / complaints logged with the OEMs.
    - Summary of changes undertaken in the Data Centre including major changes like configuration changes, patch upgrades, etc. and minor changes like log truncation, volume expansion, user creation, user password reset, etc.
    - Hypervisor patch update status of all servers including the Virtual Machines running
  - c. **Monthly Reports**
    - Component wise server as well as Virtual machines availability and resource utilization
    - Consolidated SLA / Non- conformance report.
    - Summary of component wise uptime.
    - Log of preventive / scheduled maintenance undertaken
    - Log of break-fix maintenance undertaken
    - All relevant reports required for calculation of SLAs
  - d. **Quarterly Reports**
    - Consolidated component-wise availability and resource utilization

- All relevant reports required for calculation of SLAs
- The MIS reports shall be in-line with the SLAs and the same shall be scrutinized by the Karmayogi Bharat

### 3.6. Provisioning Cloud services for additional quantities

- I. Appendix to financial part specifies, indicative quantities and compute for IT Infrastructure components for availing cloud services.
- II. Based on future requirements, Karmayogi Bharat is likely to purchase additional quantities of cloud service covered in this RFP.
- III. The rates offered for cloud services must be valid for entire contract/project duration. No variation in these quoted rates shall be allowed during this period.
- IV. Karmayogi Bharat will have liberty to order additional cloud service items, at the rates offered in the commercial bid.
- V. Karmayogi Bharat reserves the right to scale down and scale up the IT infrastructure. The payment would be made only on the actual usage of the IT infrastructure as per the rates provided by the Bidder in their Commercials.

### 3.7. Project Planning and Management

The success of the project depends on the proper project planning and management. At the onset, the Bidder shall plan the project implementation in great details and should provide a micro level view of the tasks and activities required to be undertaken in consultation with Karmayogi Bharat. An indicative list of planning related documentation that the Bidder should make at the onset is as follows:

- I. **Project Schedule:** A detailed week-wise timeline indicating various activities to be performed along with completion dates and resources required for the same
- II. **Manpower Deployment List:** A list needs to be provided with resources who will be deployed on the project along with the roles and responsibilities of each resource.
- III. **Resource Deployment List:** List and number of all cloud-based resources (including but not limited to servers (VMs), storage, network components and software components) other than manpower that may be required.
- IV. **Communication Plan:** Detailed communication plan indicating what form of communication will be utilized for what kinds of meeting along with recipients and frequency.
- V. **Migration Plan:** The Bidder will be required to submit a migration plan to Karmayogi Bharat for migrating the existing application on its Cloud. Necessary support will be provided by the application vendor of Karmayogi Bharat.
- VI. **Progress Monitoring Plan and Reporting Plan:** Detailed Daily, Weekly, Monthly Progress Report formats along with issue escalation format. The format will approved by Karmayogi Bharat to the successful bidder before start of the project.
- VII. **Standard Operating Procedures:** Detailed procedures for operating and monitoring the Cloud site.
- VIII. **Risk Mitigation Plan:** List of all possible risks and methods to mitigate them.
- IX. **Escalation Matrix & Incident Management:** A detailed list of key contact persons with contact details with escalation hierarchy for resolution of issues and problems. This has to be via an Incident Management system.

### 3.8. Schedule of Events

The Bidder will have to rollout the project in four phases. The cloud resources/services that need to be commissioned during each phase are as given below along with the timelines.

S.No	Phase	Component	Timeframe
1	Phase I	Provisioning of a. Data Centre & DR b. IT Infrastructure installation in Racks of	Within 1 Month from the issuance of the LOA

		DC&DR c. Network Connectivity	
2	Phase II	Migration of the application on the new Cloud environment	Within 1 month after provisioning the services as mentioned in Phase I
3	Phase III	Operational Acceptance	1 Month after provisioning services as mentioned in Phase II
4	Phase IV	Operation and Maintenance	Will start from the day and date of issuance of Operational acceptance by Karmayogi Bharat. This period will be for a period of 5 years

### 3.9. Minimum Qualification and Experience of Key Resources

The following are minimum qualifications and experience for key resources required to implement the cloud solution. The following personnel would be required during the Design, Configuration, Installation and Setup of the Cloud solution. The Project Manager would continue during the post implementation project management phase.

#	Position	Min. Qualification & Experience	Roles and Responsibilities
1	Sr. Cloud Architect & Project Manager	<ul style="list-style-type: none"> <li>Graduate preferably with computer science background such as (B.E. / B.Tech./MCA/M.Sc (IT/Com.Sc) )</li> <li>8+ Years of Experience in Cloud ; 4+ years of Experience as Cloud Architect</li> <li>Cloud Architecture Expert Certification in the proposed cloud platform</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for creation of IT Infra/Cloud Deployment Strategy and manage the adaption process and all the Cloud Deployment Activities.</li> <li>Responsible for IT Infra/Cloud Infrastructure sizing, management, deployment architecture</li> <li>Responsible for closely working with Technical Architecture, Project Management, Application Services and the iGOT Karmayogi team to validate Technical Architecture designs and to build/implement</li> <li>Responsible for adherence to IT security to monitor the iGOT Karmayogi Platform cloud privacy.</li> <li>Responsible for all the requirement specification and coordination with the iGOT Karmayogi Cloud Service Provider</li> <li>Responsible for providing Cloud Resource requirement to the NHA wherever required during the project development, implementation, operations, and maintenance.</li> <li>Develop and organize cloud systems and services provided by the Karmayogi Bharat</li> <li>Responsible for documentation, development, and administration of disaster recovery plans</li> </ul>
2	Cloud Architect	<ul style="list-style-type: none"> <li>Graduate preferably with computer science background such as (B.E. /</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for creation of IT Infra/Cloud Deployment Strategy and</li> </ul>

#	Position	Min. Qualification & Experience	Roles and Responsibilities
		<p>B.Tech./MCA/M.Sc (IT/Com.Sc) )</p> <ul style="list-style-type: none"> <li>• 4+ Years of Experience in Cloud ; 2+ years of Experience as Cloud Architect</li> <li>• Intermediate Cloud Architecture Certification in the proposed cloud platform</li> </ul>	<p>manage the adaption process and all the Cloud Deployment Activities.</p> <ul style="list-style-type: none"> <li>• Responsible for IT Infra/Cloud Infrastructure sizing, management, deployment architecture</li> <li>• Responsible for closely working with Technical Architecture, Project Management, Application Services and the iGOT Karmayogi team to validate Technical Architecture designs and to build/implement</li> <li>• Responsible for adherence to IT security to monitor the iGOT Karmayogi Platform cloud privacy.</li> <li>• Responsible for all the requirement specification and coordination with the iGOT Karmayogi Cloud Service Provider</li> <li>• Responsible for providing Cloud Resource requirement to iGOT Karmayogi wherever required during the project development, implementation, operations, and maintenance.</li> <li>• Develop and organize cloud systems and services provided by the Karmayogi Bharat</li> <li>• Responsible for documentation, development, and administration of disaster recovery plans</li> </ul>
3	Sr. Solution Architect	<ul style="list-style-type: none"> <li>• Graduate preferably with computer science background such as (B.E. / B.Tech./MCA/M.Sc (IT/Com.Sc) )</li> <li>• 8+ Years of Experience in Cloud ; 4+ years of Experience as a solution architect</li> <li>• Solution Architecture Advanced Certification in the proposed cloud platform</li> </ul>	<ul style="list-style-type: none"> <li>• Responsible to oversee all data engineering / Data integrations.</li> <li>• Should have sound understanding and knowledge of big data engineering – Cloud Integrations, Serverless, S3/BLOB, Hadoop, HBase, Hive, Spark, Spark streaming, Kafka in memory database systems, Databases (NoSQL and SQL)</li> <li>• Should have programmed extensively in python, Pyspark, scala, java or .net</li> <li>• Should have managed an industry standard program in cloud building data pipelines, data migrations or analytics pipelines.</li> <li>• Should have worked as software solution provider at the level of solution architect, technology evangelist with reputed organizations or projects.</li> <li>• Understanding of experience of handling learning management or training delivery solutions shall be a added advantage</li> </ul>

#	Position	Min. Qualification & Experience	Roles and Responsibilities
4	Database Administrator	<ul style="list-style-type: none"> <li>Graduate preferably with computer science background such as (B.E. / B.Tech./MCA/M.Sc (IT/Com.Sc) )</li> <li>8+ Years of Experience as a database administrator</li> <li>Advanced DBA certification in the proposed cloud platform</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for building and maintaining Cloud based database systems depending on iGOT Karmayogi platform Requirement</li> <li>Design and implement cloud-based database in accordance to on iGOT Karmayogi platform requirement information needs and views</li> <li>Define users and enable data distribution to the right user, in appropriate format and in a timely manner</li> <li>Use high-speed transaction recovery techniques and backup data</li> <li>Minimize database downtime and manage parameters to provide fast query responses.</li> <li>Provide proactive and reactive data management support and training to users whenever required</li> <li>Determine, enforce and document database policies, procedures and standards</li> <li>Perform tests and evaluations regularly to ensure data security, privacy and integrity</li> </ul>
5	Dev Ops Engineer	<ul style="list-style-type: none"> <li>Graduate preferably with computer science background such as (B.E. / B.Tech./MCA/M.Sc (IT/Com.Sc) )</li> <li>8+ Years of Experience in Cloud; 4+ years of Experience in containerization &amp; orchestration, CI/CD technologies etc.</li> <li>Advanced Dev Ops Certified Engineer in the proposed cloud platform</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for building test infrastructures using container technologies such as Docker and integrating with CI/ CD pipelines.</li> <li>Responsible for Container orchestration framework like Kubernetes.</li> <li>Responsible for handling UX testing, Functional testing, Integration testing of APIs, Performance and scalability testing</li> <li>Responsible for use of code versioning tools, such as SVN, Git, Bitbucket for iGOT Karmayogi Platform</li> <li>Responsible for use of Issue Tracking software such as Jira, Freshdesk etc.</li> <li>Responsible for use of enterprise class open-source middleware</li> </ul>
6	Security Expert	<ul style="list-style-type: none"> <li>Graduate preferably with computer science background such as (B.E. / B.Tech./MCA/M.Sc (IT/Com.Sc) )</li> <li>8+ Years of Experience in IT; 4+ years of Experience in designing and implementing security solutions.</li> <li>Advanced Cloud Security Certified Engineer in the proposed cloud</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for adherence of the Security Policy and regularly perform security checks and troubleshooting of iGOT Karmayogi platform</li> <li>Responsible to monitoring, identifying potential risks, preparing mitigation plan for identified risks, updating the risk / mitigation plan, suggest/implement solution to counter</li> </ul>



#	Position	Min. Qualification & Experience	Roles and Responsibilities
		platform	<p>the potential risks.</p> <ul style="list-style-type: none"> <li>• Responsible for Track existing processes and offer solutions for improvement.</li> <li>• Responsible for updating of latest security technology and trends.</li> <li>• Responsible for performing regular audits and provide reports.</li> <li>• Responsible for monitoring server traffic and tickets related to Security incidents/breaches. schedule if needed</li> </ul>

### 3.10. Responsibility Matrix

The responsibility matrix showing the responsibility of all involved parties is shown as below

#	Activity	CMSP	CSP	MSP	KB
1	Understanding Application Architecture	√	√		
2	Design of Cloud Solution	√	√		
3	Procurement of additional user Software licenses and installation	√			
4	Installation of Application Software	√			
5	Installation and updating the Operating Systems (for IaaS)	√			
6	Installation and updating the Databases (SQL) (for IaaS)	√			
7	Configuration of Cloud Solution & DR (for DR not as a managed service)	√			
8	Provisioning of the required hardware for IaaS Cloud	√	√		
9	Provisioning of the required platforms for PaaS Cloud	√	√		
10	Network Connectivity between Cloud and the DR site	√	√		
11	Internet Connectivity provisioning Cloud and the DR site	√	√		
12	Migration of application from existing cloud setup to new cloud	√	√	√	
13	Infrastructure testing	√	√		
14	Data Integrity testing	√	√		√
15	Cloud Solution Functional Testing	√	√	√	√
16	Switch Over Testing (Cloud to DR)	√	√	√	
17	Switch Over Testing (DR to Cloud)	√	√	√	
18	Cloud Solution Maintenance	√	√		
19	Cloud Service Provisioning through Self Service Portal	√	√	√	
20	24x7x365 Support, Cloud service Provisioning, de- provisioning, updating, auto-scaling etc.	√	√		
21	Maintenance & Management of Cloud Solution & infrastructure post implementation	√	√		

### 3.11. Liquidated Damages & SLA Penalty

S.No.	Service Level Objective/Criteria	Definition	Target	Penalty
<b>General</b>				
1	Delay in Account setup and Readiness	Delay in Account setup, provisioning of the initial requirement	1 Week	1% of Total Monthly Quoted Cost (Q) as per Clause for every day (or part thereof) of delay with a capping of 10%. This is in addition of any penalty applicable due to SLA breach.
<b>Availability</b>				
2	Availability of each cloud service (Applicable for all Cloud Service as defined in scope of work and commercial bid)	<p>Availability means, the aggregate number of hours in a calendar month during which cloud service is actually available for use through command line interface, user/admin portal and APIs</p> <p>Uptime Calculation for the calendar month-  <math display="block">\{[(\text{Uptime Hours in the calendar month} + \text{Scheduled Downtime in the calendar month}) / \text{Total No. of Hours in the calendar month}] \times 100\}</math></p>	Availability for each of the cloud service=99.5%	<p>a. Penalty as indicated below (per occurrence):</p> <p>b. &lt;99.5% to &gt;= 99.00% - 10% of Quarterly Payment of the Project)</p> <p>c. &lt;99.00% to &gt;= 98.50% - 15% of Quarterly Payment of the Project</p> <p>d. &lt;98.50% - 20% of Quarterly Payment of the Project</p> <p>In case the services are not available (through DC) for a continuous period of 8 Business Hours on any day, penalty shall be 100% of the Quarterly payment of the Project.</p>
<b>Performance</b>				

S.No.	Service Level Objective/Criteria	Definition	Target	Penalty
3	Provisioning of new Virtual Machine and/or container and/or other services (GPU, Storage, Managed DBs etc.)	Time to provision new Virtual Machine (up to 64 core) Measurement shall be done by analyzing the log files	Within 5 Minutes	Penalty as indicated below (per occurrence): Within 5 minutes no penalty For every 5 Minute delay - 5% of the Quarterly Payment of that Service
4	Spinning up the Object Storage	Time to spin up Object Storage Measurement shall be done by analyzing the log files	Within 5 Minutes	Penalty as indicated below (per occurrence): Within 5 minutes no penalty For every 5 Minute delay - 5% of the Quarterly Payment of that Service
5	Spinning up the Block Storage	Time to spin up to 100 GB Block Storage and attach it to the running VM	Within 5 Minutes	Penalty as indicated below (per occurrence): Within 5 minutes no penalty For every 5 Minute delay - 5% of the Quarterly Payment of that Service
6	Usage metric for all Cloud Services	The usage details for all the Cloud Service should be available within 15 mins of actual usage Measurement shall be done by analyzing the log files and Cloud Service (API) reports.	Within 5 Minutes	Penalty as indicated below (per occurrence): Within 5 minutes no penalty For every 5 Minute delay - 5% of the Quarterly Payment of that Service
7	Response Time under Basic Support (As defined in scope of work /commercial bid)	Average Time taken to acknowledge and respond, once a ticket/incident is logged through one of the agreed channels. This is calculated for all tickets/incidents reported within the reporting month.	Within 30 Minutes	Penalty as indicated below (per occurrence): Within 30 minutes no penalty For every 30 min delay - 5% of the Quarterly Payment of that Service

S.No.	Service Level Objective/Criteria	Definition	Target	Penalty
8	Percentage of timely incident report under Basic Support service (As defined in scope of work /commercial bid)	The defined incidents to the cloud service which are reported to the DIC in a timely fashion. This is represented as a percentage by the number of defined incidents reported within 1 hr. after discovery in a month, over the total number of defined incidents to the cloud service which are reported within the month	Within 30 Minutes	Penalty as indicated below (per occurrence): Within 30 minutes no penalty For every 30 min delay - 5% of the Quarterly Payment of that Service
9	Time to Resolve - Severity 1	Time taken to resolve the reported ticket/incident from the time of logging.	Within 30 Minutes	Penalty as indicated below (per occurrence): Within 30 minutes no penalty For every 30 min delay - 5% of the Quarterly Payment of that Service
10	Time to Resolve - Severity 2,3	Time taken to resolve the reported ticket/incident from the time of logging.	Severity 2 within 4 hours of problem reporting AND Severity 3 within 16 hours of problem reporting	<ul style="list-style-type: none"> <li>a. &lt;4 Hrs and &gt; 6 Hrs for Severity level 2, penalty 5% of the Quarterly payment</li> <li>b. &lt;6 Hrs and &gt; 12 Hrs for Severity level 2, penalty 10 % of the Quarterly payment</li> <li>c. &lt;16 Hrs and &gt; 20 Hrs for Severity level 3, penalty 5 % of the Quarterly payment</li> <li>d. &lt;20 Hrs and &gt; 24 Hrs for Severity level 3, penalty 10% of the Quarterly payment</li> </ul>
<b>Resource Availability</b>				
11	Availability of all manpower resources as proposed	Actual number of man-days deployed	T (Day of Award of Work)	40% of Manpower are available when awarded the work
12			T+30 Days	75% of Manpower available. If not, penalty 5% of Quarterly Payment of the Project
13			T + 60 Days	100% of Manpower available. If not, penalty 10% of Quarterly Payment of the Project

S.No.	Service Level Objective/Criteria	Definition	Target	Penalty
14	Replacement of Resources*	The CV's of Resources provided in the proposal document	1st Year of Contract	Penalty of INR 10 L for every resource replacement*  The replacement resource profile should be better than or similar to the profile submitted with the proposal document and meet the criteria laid out in the bid document. The replacement should be done without any gap of resource availability during resource replacement period upon approval of Karmayogi Bharat
15			2nd Year of Contract	Penalty of INR 7 L for every resource replacement* the replacement resource profile is better than or similar to the profile submitted with the proposal document and meet the criteria laid out in the bid document. The replacement should be done without any gap of resource availability during resource replacement period upon approval of Karmayogi Bharat
16			3rd to 5th Year of Contract	Penalty of INR 5 L for every resource replacement*  The replacement resource profile is better than or similar to the profile submitted with the proposal document and meet the criteria laid out in the bid document. The replacement should be done without any gap of resource availability during resource replacement period upon approval of Karmayogi Bharat

\*Karmayogi Bharat shall review resource replacement requests from the bidder and may waive off the penalty in case the replacement is being proposed for any unavoidable circumstances beyond the control of the bidder. The penalty shall not be applicable for resources in case the replacement is requested by Karmayogi Bharat.

### 3.12. Billing and Discounting Model

1. The bidder must quote the cost of each line item in the commercial bid format along with discounting percentage for each BoQ item, if the bidder doesn't quote any of the cloud service of BoQ, due to unavailability of the cloud service in India region, financial bid will be disqualified.
2. The price of item will depend on the public price on date of generation of bill after applying the discount. Bidders will be advised to generate the bill at the end of each month.
3. The monthly billing for each line item should be calculated based on the current public pricing (After applying discount), on the date of generation of bill. The date of generation of bill will remain fixed during

the entire contract period. Individual discounts for each item in the BoQ shall be indicated separately as per the financial proposal format.

4. The services which are not a part of the current BoQ will be billed based on the category discount derived for the category. The discount of each category as listed in the BoQ from A to I shall be calculated based on the below mentioned formulae.  
$$\% \text{ Category Discount} = \frac{(\text{Total Cost on Public Price for Category as per the indicated BoQ}) - (\text{Total Cost offered for the Category})}{\text{Total Cost Offered for the Category as per indicated BoQ}} * 100$$
5. The discounts for all the services will remain FIRM for the entire contract period.
6. The original bill from the CSP along with discounting workings as per the discount quoted as per the BoQ needs to be submitted for processing of the invoices.
7. The price of item will depend on the public price on date of generation of bill after applying the discount. Bidder is advised to generate the bill at the end of each month.
8. The monthly billing for each line item should be calculated based on the current public pricing (After applying discount), on the date of generation of bill. The date of generation of bill will remain fixed during the entire contract period.
9. Payment shall be made on actual items/services and quantities ordered/ consumed that may vary from the above.
10. Karmayogi Bharat may review the price/cost quoted periodically in view of various factors including but not limited to significant price/cost reduction for same services in market.
11. The Bidder must submit the BoQ on CSP letter head duly signed by Authorized Signatory
12. The bidder must provide the Calculator Link for quoted BOQ.
13. The bidder must provide the public price in INR only.

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





## **Section VIII: Conditions of Contract**

1. This sample contract for the Provision of Services shall be used when the firms hired to provide Services are paid on the basis of lump-sum remuneration.
2. Lump-sum contracts are used when definition of the tasks to be performed is clear and unambiguous, when the commercial risk taken by the Service Provider is minimal, and when therefore such Service Provider/s are prepared to perform the assignment for an agreed predetermined lump-sum price. Such price is arrived at on the basis of inputs—including rates—provided by the Service Provider. The Employer agrees to pay the Service Provider according to a schedule of payments linked to the delivery of certain outputs. A major advantage of the lump-sum contract is the simplicity of its administration, the Employer having only to be satisfied with the outputs without monitoring the staff inputs.
3. The Contract includes four parts: the Form of Contract, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. The Employer using this sample contract should not alter the General Conditions. Any adjustment to meet project features should be made only in the Special Conditions.

## Section VIII - General Conditions of Contract

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## Section VIII - General Conditions of Contract

### A. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid.
- (c) “Bank” means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A.
- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.
- (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer.
- (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract.
- (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.
- (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
- (h) “Employer” means the party who employs the Service Provider.
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the Government of India.
- (l) “Local Currency” means Indian Rupees.
- (m) “Member,” in case the Service Provider consist of a joint

venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity **specified in the SCC** to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract.

- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them.
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof.
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer.
- (q) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer. Where the context so requires, the general term ‘Contractor’ also includes/means ‘Service Provider’.
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (s) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer.
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

**1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of Union of India.

Salient features of major labour and other laws that are normally applicable ` in India are given as Appendix H. to these General Conditions of Contract.

1.2.1 Throughout the execution of the Contract, the Service Provider shall comply with the import of goods and services prohibitions in the India, when

- (a) as a matter of law or official regulations, India prohibits

commercial relations with that country; or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**1.3 Language**

This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.

**1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the India or elsewhere, as the Employer may approve.

**1.6 Authorized  
Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

**1.7 Inspection and  
Audit by the  
Bank**

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its subcontractors and sub consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Service Provider's and its Subcontractors' and sub consultants' attention is drawn to Sub-Clause 3.10 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

**1.8 Taxes and  
Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have

been included in the Contract Price.

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

**2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.

### 2.2 Commencement of Services

**2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a revised Program (revising the Program given along with the Bid) showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

**2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

**2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

**2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. In particular contract cases where clearance of the Bank or the Association is required for such modifications, the modification shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

**2.4.1 Value Engineering** Unless otherwise **specified in the SCC**, the Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life

cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and

- (c) a description of any effect(s) of the change on performance/functionality.

The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the services; or
- (d) yields any other benefits to the Employer,

without compromising the necessary functions of the Facilities.

If the value engineering proposal is approved by the Employer and results in:

- (a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage **specified in the SCC** of the reduction in the Contract Price; or
- (b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

## 2.5 Force Majeure

### 2.5.1 Definition

For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

### 2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible



about the occurrence of such an event.

### **2.5.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### **2.5.4 Payments**

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

## **2.6 Termination**

### **2.6.1 By the Employer**

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

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt, or goes into liquidation other than for a reconstruction or amalgamation;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in paragraph 2.2 a. of Attachment 1 to the GCC, in competing for or in executing the Contract

### **2.6.2 By the Service Provider**

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

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after

receiving written notice from the Service Provider that such payment is overdue; or

- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

### **2.6.3 Suspension of Loan or Credit**

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

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

### **2.6.4 Payment upon Termination**

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

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed less advances or other recoveries or any taxes to be deducted at source [TDS] as per applicable law, prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

## **3. Obligations of the Service Provider**

### **3.1 General**

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

or third parties.

### 3.2 Conflict of Interests

#### 3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

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

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

#### 3.2.3 Prohibition of Conflicting Activities

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

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

### 3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

### 3.4 Insurance to be

The Service Provider (a) shall take out and maintain, and shall

**Taken Out by the Service Provider** cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Service Provider's Actions Requiring Employer's Prior Approval** The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

**3.6 Reporting Obligations** The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.7 Documents Prepared by the Service Provider to Be the Property of the Employer** All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

### **3.8 Liquidated Damages**

**3.8.1 Payments of Liquidated Damages** The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the Service Provider from his

obligation to complete the work as per agreed Program and order and timing of all Activities, or from any of the Service Provider's other obligations and liabilities under the contract.

**3.8.2 Correction for Over-payment**

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

**3.8.3 Lack of performance penalty**

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

**3.9 Performance Security**

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form by a bank acceptable to the Employer, and denominated in Indian Rupees. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

**3.10 Fraud and Corruption**

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the Attachment 1 to the GCC.

The Employer requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

**3.11 Sustainable Procurement**

Deleted.

## **4. Service Provider's Personnel**

**4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services

of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

#### **4.2 Removal and/or Replacement of Personnel**

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

### **5. Obligations of the Employer**

#### **5.1 Assistance and Exemptions**

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

#### **5.2 Change in the Applicable Law**

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

#### **5.3 Services and Facilities**

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

### **6. Payments to the Service Provider**

#### **6.1 Lump-Sum Remuneration**

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying

out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

- 6.2 Contract Price** The price is payable in Indian Rupees and is **set forth in the SCC**.
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Employer has delayed payments beyond fifteen (15) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate **stated in the SCC**.
- 6.6 Price Adjustment**
- 6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, after deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type indicated below applies to each Contract currency:

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

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”.

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

## 6.7 Dayworks

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

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

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

## 7. Quality Control

### 7.1 Identifying Defects

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

7.1.2 The Service Provider shall permit the Employer’s Technical



auditor to check the Service provider's work and notify the Employer and Service provider of any defects that are found. Such a check shall not affect the Service Provider's or the Employer's responsibility as defined in the Contract Agreement.

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

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

## **8. Settlement of Disputes**

**8.1 Amicable Settlement**

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

**8.2 Dispute Settlement**

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

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

8.2.3 The Adjudicator shall be paid at the per day rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

The Arbitrator shall give a decision in writing within 120 days of start of the proceedings except otherwise agreed to by the Parties. The Arbitrators shall entertain only those issues which have been earlier referred to the Adjudicator and either party is dissatisfied with the decision given by the Adjudicator.

8.2.5 (a) The Adjudicator shall be appointed jointly by the Employer and the Service Provider, at the time of the Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority **designated in the SCC**, to appoint the Adjudicator within 14 days of receipt of such request.

(b) The Adjudicator should be in position before "notice to proceed with work" is issued to the Service Provider and an agreement should be signed with the Adjudicator jointly by the Employer and the Service Provider in the form attached – Appendix I.

(c) Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority **designated in the SCC** at the request of either party, within 14 days of receipt of such request.

# ATTACHMENT 1

## Fraud and Corruption

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

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

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

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

## Section IX - Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>1.1(a)</b>	The Adjudicator is _____
<b>1.1(e)</b>	The Contract name is Selection of Cloud Managed Service Provider for iGOT Platform of Karmayogi Bharat
<b>1.1(h)</b>	The Employer is Karmayogi Bharat
<b>1.1(m)</b>	The Member in Charge is <i>Shri. Abhishek Singh, CEO, Karmayogi Bharat</i>
<b>1.1(p)</b>	The Service Provider is _____
<b>1.4</b>	<p>The addresses are:</p> <p>Employer: Karmayogi Bharat _____</p> <p>Attention: Shri. Abhishek Singh _____</p> <p>Telex: 011- 49874300 _____</p> <p>Facsimile: 011- 46082287 _____</p> <p>Email: ceo.karmayogi@gov.in _____</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p> <p>Email: _____</p>
<b>1.6</b>	<p>The Authorized Representatives are:</p> <p>For the Employer: Shri. Abhishek Singh, CEO, Karmayogi Bharat</p> <p>For the Service Provider: _____</p>
<b>2.1</b>	<p>The date on which this Contract shall come into effect is _____.</p> <p><i>[Note: The date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by the Bank, effectiveness of Bank Loan/IDA Credit, receipt by Service Provider of advance payment and by Employer of bank guarantee (see Sub-Clause 6.4), etc.]</i></p>
<b>2.2.2</b>	The Starting Date for the commencement of Services is _____ [date].

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3	The Intended Completion Date is _____ [date].
2.4.1	Provisions related to Value Engineering do not apply.
3.2.3	Activities prohibited after termination of this Contract are: Sharing of any data related to the project without prior approval of competent authority
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> <li>(i) Third Party liability <i>shall be calculated at contracting stage based on contract value [“in accordance with the applicable law in India”];</i></li> <li>(ii) Employer’s liability and workers’ compensation _____ <i>shall be calculated at contracting stage based on contract value [“in accordance with the applicable law in India”];</i></li> <li>(iii) Professional liability <i>shall be equal to the value of the contract;</i></li> <li>(v) Loss or damage to equipment and property _____ <i>(Must be based on estimates provided by the Consultant)</i></li> </ul>
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <p>All documents prepared shall be owned by Karmayogi Bharat and any disclosure is not permitted without prior written consent</p>
3.8.1	<p>The liquidated damages rate is <i>_0.20 % of the contract price</i> per day of delay of deliverables/ services as specified in the Terms of Reference</p> <p>The maximum amount of liquidated damages for the whole contract is <i>10%</i> percent of the final Contract Price.</p>
3.8.3	The percentage as indicated in Section VII of the bid document shall be used for the calculation of Lack of performance.
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <p>Not Applicable _____</p>
6.2	The amount in Indian Rupees is _____ [insert amount].
6.3.2	The performance incentive paid to the Service Provider shall be: Not Applicable
6.4	<p>The rates quoted by the Service Provider shall be deemed to be inclusive of the GST and other taxes that the Service provider will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source [TDS] as per applicable law.</p> <p>Payments shall be made <u>Quarterly</u> on submission of quarterly progress</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>report by the supplier.</p> <p>Should the certification not be provided, or refused in writing by the employer within one month of the date of submission, and receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p>
6.5	<p>Payment shall be made within <i>thirty (30)</i> days of receipt of the invoice and the relevant documents and subject to no query being raised by the employer specified in Sub-Clause 6.4, and within <i>ninety (90)</i> days in the case of the final payment.</p> <p>The interest rate is <i>6% per annum</i>.</p>
6.6.1	<p>Price adjustment is <i>applied</i> in accordance with Sub-Clause 6.6. The cost of manpower services shall be revised every year and shall be increased as per the CPI inflation rate in India. It shall be applied only for Local Currency (Indian Rupees).</p>
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: <i>UAT report to the employer after the migration of the platform</i>.</p>
8.2.3	<p>The agreed Adjudicator is _____ (<i>insert name before signing contract</i>).</p> <p>Daily rate and types of reimbursable expenses to be paid to the Adjudicator: [<i>insert daily fees [not less than Rs.10,000 per day] and reimbursable expenses –boarding/lodging/travel etc.</i>].</p>
8.2.4	<p>The procedure for adhoc arbitration will be as follows:</p> <p>(a) In case of Dispute or difference arising between the Employer and a Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 Arbitrators one each to be appointed by the Employer and the Service Provider. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the* Indian Council of Arbitration/ President of the Institution of Engineers (India)/The International Centre for</p>

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>Alternative Disputes Resolution (India)/ as per the provisions of Indian Arbitration and Conciliation Act, 1996 .</p> <p>(b) If one of the parties fails to appoint its Arbitrator in pursuance of sub-clause (a) and (b) above within 30 days after receipt of the notice of the appointment of its Arbitrator by the other party, then the Indian Council of Arbitration, shall appoint the Arbitrator. A certified copy of the order of the Indian Council of Arbitration as per the provisions of Indian Arbitration and Conciliation Act, 1996, making such an appointment shall be furnished to each of the parties.</p> <p>(c) Arbitration proceedings shall be held at New Delhi, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(d) The decision of the majority of Arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the Arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p> <p>(e) Where the value of the contract is Rs.50 million and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the appointing authority, namely the Indian Council of Arbitration.</p> <p>(f) The Arbitrator should give final award within 120 days of starting of the proceedings.</p> <p>(g) Performance under the contract shall continue during the arbitration proceedings and payments due to the Service Provider by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.</p> <p>.</p> <p>"Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration in accordance with the Rules of Domestic Commercial Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.</p>



<b>Number of GCC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	The arbitral tribunal shall consist of 3 Arbitrators, arbitration proceedings shall be held at New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English”.
<b>8.2.5 (a) and (c)</b>	The designated Appointing Authority for a new Adjudicator is <i>Indian Council of Arbitration</i>

## **Appendices**

### **Appendix A - Description of the Services**

*Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Employer, etc.*

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

*List all milestones for payments and list the format, frequency, and contents of reports or products to be delivered; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”*

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

*List under:*

*C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Personnel to be assigned to work, and staff-months for each.*

*C-2 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 above.*

### **Appendix D—Breakdown of Contract Price in Foreign Currency(ies) – Not Used**

### **Appendix E - Breakdown of Contract Price in Indian Rupees**

*List here the elements of cost used to arrive at the breakdown of the lump-sum price:*

- 1. Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
- 2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional Services.*

### **Appendix F - Services and Facilities Provided by the Employer**

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## **Appendix G - Performance Incentive Compensation Appendix**

**NA**

## Appendix H

**Salient Features of Labour & Environment Protection Laws<sup>1</sup>****SALIENT FEATURES OF SOME MAJOR LABOUR LAWS  
APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND  
OTHER CONSTRUCTION WORK**

- (a) Employees Compensation Act 1923: The Act provides for compensation in case of injury, disease or death arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952 (since amended): The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits payable under the Act are:
- (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker.
  - (iii) Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1961: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013: This Act defines sexual harassment in the workplace, provides for an enquiry procedure in case of complaints and mandates the setting up of an Internal Complaints Committee or a Local Complaints Committee
- (f) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

<sup>1</sup> This list is only illustrative and not exhaustive. Bidders and Contractors are responsible for checking the correctness and completeness of the list. The law as current on the date of bid opening will apply. The term 'contractor' also means 'Service Provider' referred to at other places in this bidding document.

- (g) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (h) Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.
- (i) Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (j) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. Some of the State Governments have reduced this requirement from 20 to 10. The Act provides for payments of annual bonus subject to a minimum of 8.33% of the wages drawn in the relevant year. It applies to skilled or unskilled manual, supervisory, managerial, administrative, technical or clerical work for hire or reward to employees who draw a salary of Rs. 10,000/- per month or less. To be eligible for bonus, the employee should have worked in the establishment for not less than 30 working days in the relevant year. The Act does not apply to certain establishments.
- (k) Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing,

- medical aid, traveling expenses from home upto the establishment and back, etc.
- (o) The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 (BOCWW Cess Act): All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under these Acts. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be notified by the Government. The Employer of the establishment is required to provide safety measures at the building or construction work and other welfare measures, such as Canteens, First – Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
  - (p) Factories Act 1948: the Act lays down the procedure for approval of plans before setting up a factory engaged in manufacturing processes, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power.
  - (q) Weekly Holidays Act -1942
  - (r) Bonded Labour System (Abolition) Act, 1976: The Act provides for the abolition of bonded labour system with a view to preventing the economic and physical exploitation of weaker sections of society. Bonded labour covers all forms of forced labour, including that arising out of a loan, debt or advance.
  - (s) Employer's Liability Act, 1938: This Act protects workmen who bring suits for damages against employers in case of injuries endured in the course of employment. Such injuries could be on account of negligence on the part of the employer or persons employed by them in maintenance of all machinery, equipment etc. in healthy and sound condition.
  - (t) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees' State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.

- (u) The Personal Injuries (Compensation Insurance) Act, 1963: This Act provides for the employer's liability and responsibility to pay compensation to employees where workmen sustain personal injuries in the course of employment.
- (v) Industrial Employment (Standing Order) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

## SALIENT FEATURES OF SOME OF THE MAJOR LAWS THAT ARE APPLICABLE FOR PROTECTION OF ENVIRONMENT.

1. The Environment (Protection) Act, 1986 and as amended: This provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. ‘Environment’ includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.
2. The Forest Conservation Act, 1980, as amended, and Forest (Conservation) Rules, 1981 as amended: These provides for protection of forests by restricting conversion of forested areas into non- forested areas and prevention of deforestation, and stipulates the procedures for cutting any trees that might be required by the applicable rules. Permissions under the Act also stipulates the norms and compliance requirements of the employer and any contractor on behalf of the employer.
3. State Tree Preservation Acts as may be in force: These provide for protection of trees of important species. Contractors will be required to obtain prior permission for full or partial cutting, uprooting, or pruning of any such trees.
4. The Wildlife (Protection) Act, 1972, and as amended: This provides for protection of wildlife through notifying National Parks and Sanctuaries and buffer areas around these zones; and to protect individuals of nationally important species listed in the Annex of the Act.
5. The Biological Diversity Act, 2002: This provides for conservation of biological diversity, sustainable use of components of biological diversity, and fair and equitable sharing of the benefits arising out of the use of biological resources, knowledge and for matters connected therewith or incidental thereto.
6. The Public Liability Insurance Act, 1991 as amended and The Public Liability Insurance Rules, 1991 as amended: These provide for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for mattes connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under the Environment (Protection) Act 1986, and exceeding such quantity as may be specified by notification by the Central Government.
7. The Ancient Monuments and Archaeological Sites and Remains Act, 1958 and the Ancient Monuments and Archaeological Sites and Remains (Amendment and Validation) Act, 2010, the Ancient Monuments and Archaeological Sites and Remains Rules, 1959 amended 2011, the National Monuments Authority Rules, 2011 and the similar State Acts: These provide for conservation of cultural and historical remains found in India. Accordingly, area within the radii of 100m and 300m from the “protected property” are designated as “protected area” and “controlled area” respectively. No development activity (including building, mining,



excavating, blasting) is permitted in the “protected area” and development activities likely to damage the protected property is not permitted in the “controlled area” without prior permission of the Archaeological Survey of India (ASI) or the State Departments of Art and Culture or Archaeology as applicable.

8. The Environmental Impact Assessment Notification, 2006 and as amended: This provides for prior environmental clearance for new, modernization and expansion projects listed in Schedule 1 of the Notification. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any environmental management plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
9. The Water (Prevention and Control of Pollution) Act, 1974 as amended, and the Water (Prevention and Control of Pollution) Rules, 1975 as amended: These provide for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. ‘Pollution’ means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates waste water, and observe the required standards of establishment and operation of these items of work or installations; as well as install and operate all required waste water treatment facilities.
10. The Water (Prevention and Control of Pollution) Cess Act, 1977 and The Water (Prevention and Control of Pollution) Cess Rules, 1978: These provide for the levy and collection of a cess on water consumed by persons carrying on certain industries and by local authorities, with a view to augment the resources of the Central Board and the State Boards for the prevention and control of water pollution under the Water (Prevention and Control of Pollution) Act, 1974.
11. The Air (Prevention and Control of Pollution) Act, 1981 as amended, and the Air (Prevention and Control of Pollution) Rules, 1982: These provides for prevention, control and abatement of air pollution. ‘Air Pollution’ means the presence in the atmosphere of any ‘air pollutant’, which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment. Contractors will need to obtain consent for establishment and consent for operation of any item of work or installation of equipment that generates air pollution such as batching plants, hot mix plants, power generators, backup power generation, material handling processes, and observe the required standards of establishment and operation of these items of work or installations.
12. Noise Pollution (Control and Regulation) Rules, 2000, and as amended: This provides for

standards for noise for day and night for various land uses and specifies special standards in and around sensitive receptors of noise such as schools and hospitals. Contractors will need to ensure compliance to the applicable standards, and install and operate all required noise control devices as may be required for all plants and work processes.

13. Chemical Accidents (Emergency Planning, Preparedness and Response) Rules, 1996: This provides for Requirement of preparation of on-site and off-site Disaster Management Plans for accident-prone areas.
14. The Explosives Act 1884 and the Explosives Rules, 2008: These provide for safe manufacture, possession, sale, use, transportation and import of explosive materials such as diesel, Oil and lubricants etc.; and also for regulating the use of any explosives used in blasting and/or demolition. All applicable provisions will need compliance by the contractors.
15. The Petroleum Rules, 2002: This provides for safe use and storage of petroleum products, and will need to be complied by the contractors.
16. The Gas Cylinder Rules 2004 and amendments: This provides for regulations related to storage of gas, and possession of gas cylinder more than the exempted quantity. Contractors should comply with all the requirements of this Rule.
17. Manufacture, Storage and Import of Hazardous Chemical Rules of 1989 and as amended: These provide for use and storage of hazardous material such as highly inflammable liquids like HSD/LPG. Contractors will need to ensure compliance to the Rules; and in the event where the storage quantity exceeds the regulated threshold limit, the contractors will be responsible for regular safety audits and other reporting requirements as prescribed in the Rules.
18. Hazardous & Other Wastes (Management and Transboundary Movement) Rules, 2016: These provide for protection of general public from improper handling storage and disposal of hazardous waste. The rules prescribe the management requirement of hazardous wastes from its generation to final disposal. Contractors will need to obtain permission from the State Pollution Control Boards and other designated authorities for storage and handling of any hazardous material; and will to ensure full compliance to these rules and any conditions imposed in the permit.
19. The Bio Medical Waste Management Rules, 2016: This provides for control, storage, transportation and disposal of bio-medical wastes. As and where the contractor has any first aid facility and dispensaries, established in either temporary or permanent manner, compliance to these Rules are mandatory.
20. Construction and Demolition Waste Management Rules, 2016: This provides for management of construction and demolition waste (such as building materials possible to be reused, rubble and debris or the like); and applies to all those waste resulting from construction, re-modelling, repair or demolition of any civil structure. Contractor will need to prepare a waste disposal plan and obtain required approval from local authorities, if waste

generation is more than 20 tons in any day or 300 tons in any month during the contract period; and ensure full compliance to these rules and any conditions imposed in the regulatory approval.

21. The E-Waste (Management) Rules, 2016: This provides for management of E-wastes (but not covering lead acid batteries and radio-active wastes) aiming to enable the recovery and/or reuse of useful material from e-waste, thereby reducing the hazardous wastes destined for disposal and to ensure the environmentally sound management of all types of waste of electrical and electronic equipment. This Rule applies to every manufacturer, producer, consumer, bulk consumer, collection centers, dealers, e-retailer, refurbisher, dismantler and recycler involved in manufacture, sale, transfer, purchase, collection, storage and processing of e-waste or electrical and electronic equipment listed in Schedule I, including their components, consumables, parts and spares which make the product operational.
22. Plastic waste Management Rules, 2016: This provides for control and management of the plastic waste generated from any activity. Contractors will ensure compliance to this Rule.
23. The Batteries (Management and Handling) Rules 2001: This provides for ensuring safe disposal and recycling of discarded lead acid batteries likely to be used in any equipment during construction and operation stage. Rules require proper control and record keeping on the sale or import of lead acid batteries and recollection of the used batteries by registered recyclers to ensure environmentally sound recycling of used batteries. Contractors will ensure compliance to this Rule.
24. The Ozone Depleting Substances (Regulation and Control) Rules, 2000 and as amended: This provides for regulation of production and consumption of ozone depleting substances in the country, and specifically prohibits export to or import from countries not specified in the Rules, and prohibits unless specifically permitted, any use of ozone depleting substance.
25. The Coastal Regulation Zone Notifications, 1991 and as amended: This provides for regulation of development activities within the 500m of high tide line in coastal zone and 100m of stretches of rivers and estuaries influenced by tides. Contractors will be required to ensure that no work starts until applicable clearances under the Notification is not available. Contractors will be responsible for implementation of any plan stipulated as per the permission under this Notification; and will be required to prepare and submit to the employer and compliance report stipulated in the permission under the Notification.
26. The Motor Vehicle Act 1988 as amended (and State Motor Vehicle Acts as may be in force) and the Motor Vehicle Rules, 1989, and as amended (and State Motor Vehicle Rules as may be in force): To minimize the road accidents, penalizing the guilty, provision of compensation to victim and family and check vehicular air and noise pollution. Contractors will be required to ensure full compliance to these rules.
27. Easement Act, 1882: This provides for the rights of landowners on groundwater. Contractors will need to ensure that other landowners' rights under the Act is not affected by any groundwater abstraction by the contractors.

28. State Groundwater Acts and Rules as may be in force and the Guidelines for Groundwater Abstraction for drinking and domestic purposes in Notified Areas and Industry/Infrastructure project proposals in Non-Notified areas, 2012: These provide for regulating extraction of ground water for construction/industrial and drinking and domestic purposes. Contractors will need to obtain permission from Central/State Groundwater Boards prior to groundwater abstraction through digging any bore well or through any other means; and will to ensure full compliance to these rules and any conditions imposed in the permit.
29. The Mines Act, 1952 as amended; the Minor Mineral and concession Rules as amended; and the State Mineral (Rights and Taxation) Acts as may be in force: These provide for for safe and sound mining activity. The contractors will procure aggregates and other building materials from quarries and borrow areas approved under such Acts. In the event the contractors open any new quarry and/or borrow areas, appropriate prior permission from the State Departments of Minerals and Geology will need to be obtained. Contractors will also need to ensure full compliance to these rules and any conditions imposed in the permit.
30. The Insecticides Act, 1968 and Insecticides Rules, 1971 and as amended: These provide for regulates the manufacture, sale, transport, distribution, export, import and use of pesticides to prevent risk to human beings or animals, and for matters connected therewith. No one should import or manufacture; sell, stock or exhibit foe sale; distribute, transport, use: (i) any misbranded insecticides, (ii) any insecticide the sale, distribution or use of which is for the time being prohibited under the Act; and (iii) any insecticide except in accordance with the condition on which it was registered under the Act.
31. National Building Codes of India, 2005 and as amended: This provides guidelines for regulating the building construction activities in India. The code mainly contains administrative regulations, development control rules and general building requirements; stipulations regarding materials, structural design and construction; and building and plumbing services. Contractors will be required to comply with all Bureau of Indian Standards Codes dealing with: (i) use and disposal of asbestos containing materials in construction; (ii) paints containing lead; (iii) permanent and temporary ventilations in workplace; (iv) safety, and hygiene at the workplace; (v) prevention of fire; (vi) prevention of accidents from faulty electrical gadgets, equipment and accessories; and all other such codes incidental to the Contract.

## Appendix I-Appointment of Adjudicator

Suggested Draft of **Letter of Appointment of Adjudicators** in contracts

Sub: \_\_\_\_\_ (Name of the Contract)

### To

Name and address of the Adjudicator

We hereby confirm your appointment as adjudicator for the above contract to carry out the assignment specified in this Letter of Appointment.

For administrative purpose \_\_\_\_\_ (*name of the officer representing the employer*) has been assigned to administer the assignment and to provide the Adjudicator with all relevant information needed to carry out the assignment on behalf of both the employer and the Service Provider. The services will be required during the period of contract for the Services (Name of the Contract) \_\_\_\_\_.

The Adjudicator shall visit the site once in 3 (three) months till the completion of the Services indicated above or as specifically requested by employer/service provider for the period upto the end of defects liability period with prior intimation to the employer and the service provider. The duration of each visit shall ordinarily be for one day only. These durations are approximate and (*Name of the employer and Name of the Service Provider*) may find it necessary to postpone or cancel the assignment and/or shorten or extend the duration.

The appointment will become effective upon confirmation of letter by you. The appointment of Adjudicator shall be liable for termination under a 30 (thirty) days written notice from the date of issue of the notice, if both Employer and the Service Provider so desire. Also the appointment shall automatically stand terminated 14 days after the defect notice / correction period as stated in Clauses 7.1 of GCC/SCC is over.

The Adjudicator will be paid a fee of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per each day of visit at the worksite. The actual expenses for boarding and traveling in connection with the assignment will be reimbursed to the Adjudicator. The Adjudicator will submit a pre-receipted bill in triplicate to the employer indicating the date of the visit, fees for the visit and a proof in support of the actual expenditure [only for items valued above Rs200 each) incurred by him against boarding, lodging and traveling expenses after performing the visit on each occasion. The Employer will make the admissible payment (both the Employer's and the Service Provider's share) to the Adjudicator within 30 days of the receipt of the bill. The Service Provider's share on this account (half the paid amount) will be recovered by the Employer from the Service Provider's bills for the Services.

In accepting this assignment, the Adjudicator should understand and agree that he is responsible for any liabilities and costs arising out of risks associated with travel to and from the place of emergency repatriation, loss or damage to personal/professional effects and property. The Adjudicator is advised to effect personal insurance cover in respect of such risks if he does not already have such cover in place. In this regard, the Adjudicator shall maintain appropriate medical, travel, accident and third-party liability insurance. The obligation under this paragraph will survive till termination of this appointment.

Procedures for resolution of disputes by the Adjudicator is described in the contract of \_\_\_\_\_ (name of the contract) between the employer and the Service Provider vide clause 8 of GCC/SCC. Your recommendation should be given in the format attached, within 28 days of receipt of a notification of dispute.

The Adjudicator will carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and will conduct himself in a manner consistent herewith. After visiting the site, the Adjudicator will discuss the matter with the Employer and if necessary with the Service Provider before arriving at any decision.

The Adjudicator will agree that all knowledge and information not within the public domain, which may be acquired while carrying out this service shall be all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any party whatsoever, except with the permission of the employer and the Service Provider. The Adjudicator's decision should be communicated in the form of a speaking order specifying the reasons.

The Adjudicator will agree that any manufacturing or construction or consulting firm with which he might be associated with, will not be eligible to participate in bidding for any goods or works or non-consulting or consulting services resulting from or associated with the project of which this non-consulting assignment forms a part

Read and Agreed

Name of Adjudicator  
Signature

Place:

Date:

Name of Employer  
Signature of authorized representative of Employer

Name of the Service Provider  
Signature of authorized representative of Service Provider

Attachment: Copy of contract document between the employer and Service Provider and format for recommendation.

## SUMMARY OF ADJUDICATOR'S RESPONSIBILITIES

The Adjudicator has the following principal responsibilities:

1. Visit the site periodically.
2. Keep abreast of job activities and developments.
3. Encourage the resolution of disputes by the parties.
4. When a dispute is referred to it, conduct a hearing (no legal presentation), complete its deliberations, and prepare recommendations in a professional and timely manner (as per sample format)

### Sample Format of Adjudicator’s Recommendation

#### [Project Name] Recommendation of Adjudicator

Dispute No. XX [NAME OF DISPUTE]

Hearing Date: \_\_\_\_\_

#### **Dispute**

Description of dispute. A one or two sentence summation of the dispute.

#### **Service Provider’s Position**

A short summation of the Service Provider’s position as understood by the Adjudicator.

#### **Employer’s Position**

A short summation of the Employer’s position as understood by the Adjudicator.

#### **Recommendation**

The Adjudicator’s specific recommendation for settlement of the dispute. *(The recommended course is consistent with the explanation).*

#### **Explanation**

*(This section could also be called Considerations, Rationale, Findings, Discussion, and so on.)*

The Adjudicator’s description of how each recommendation was reached.

Respectfully submitted,

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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## **Section X - Contract Forms**

### **Table of Forms**

- 1. Letter of Acceptance**
- 2. Form of Contract**
- 3. Issue of Notice to proceed with the Services**
- 4. Performance Security**
- 5. Advance Payment Security**

## Notification of Award - Letter of Acceptance

*[letterhead paper of the Employer]*

*[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clauses 47. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the World Bank required under the Loan Agreement.]*

*[date]*

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

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

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price ..... *[insert amount in numbers and words]*, as corrected and modified<sup>1</sup> 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 to the name proposed for Adjudicator. The second option if the Bidder has objected to the proposed Adjudicator and proposed a name for a substitute, who was accepted by the Employer. And the third option if the Bidder has objected to the proposed Adjudicator and proposed a name for a substitute, who was not accepted by the Employer.

We confirm that *[insert name proposed by Employer in the Bid Data Sheet]* be appointed as the Adjudicator,

**or**

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

**or**

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

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

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<sup>1</sup> Delete “corrected and” or “and modified” if not applicable.

[OR]

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

*[Delete whatever is inapplicable]*

You are hereby requested to furnish Performance Security, in the form detailed in ITB Clause 48.1 for an amount of Rs. \_\_\_\_ within 21 days of the receipt of this letter of acceptance, valid upto 28 days from the date of issue of the Certificate of Completion i.e. upto ..... and sign the contract, failing which action as stated in ITB Clause 48.3 will be taken.

We have reviewed the proposed methodology submitted by you along with the bid in response to ITB Clause 5.1 and our comments are given in the attachment. You are requested to submit a revised Program as per Clause 2.2.of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

Please return the attached Contract dully signed

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

Attachment: Contract

## Form of Contract

*[letterhead paper of the Employer]*

### LUMP-SUM REMUNERATION

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

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

#### WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;

- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices: [**Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price in Foreign Currency – 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

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

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

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

\_\_\_\_\_  
*[Authorized Representative]*

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

\_\_\_\_\_  
*[Authorized Representative]*

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

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

\_\_\_\_\_  
*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*

---

*[name of member]*

---

*[Authorized Representative]*

**Issue of Notice to proceed with the Services**

(letterhead of the Employer)

\_\_\_\_\_ (date)

To

\_\_\_\_\_ (name and address of the Service Provider)

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs:

Pursuant to your furnishing the requisite security as stipulated in ITB clause 48.1, insurance policy as per GCC 3.4, methodology as stated in letter of acceptance and signing of the contract agreement for providing the Services of \_\_\_\_\_ at a Bid Price of Rs. \_\_\_\_\_, you are hereby instructed to proceed with the execution of the said Services in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

## Performance Security - Bank Guarantee

*[Guarantor letterhead or SWIFT identifier code]*

Performance Guarantee No..... *[insert guarantee reference number]*

Date..... *[insert date of issue of the guarantee]*

To: \_\_\_\_\_ *[name of Employer]*

\_\_\_\_\_ *[address of Employer]*

WHEREAS \_\_\_\_\_ *[name and address of Service Provider<sup>2</sup>]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. \_\_\_\_\_ *[insert reference number of the contract]* dated \_\_\_\_\_ *[insert date]* to execute \_\_\_\_\_ *[insert name of Contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant 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 Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of \_\_\_\_\_ *[amount of guarantee<sup>3</sup>]* \_\_\_\_\_ *[in words]*, 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 \_\_\_\_\_ *[amount of guarantee]* 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 Applicant before presenting us with the demand.

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<sup>2</sup> *In the case of a JV, insert the name of the Joint Venture*

<sup>3</sup> *An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract less provisional sums, if any, and denominated in Indian Rupees.*



We further agree that no change or addition to or other modification of the terms of the Contract or of the Non-Consulting Services to be performed thereunder or of any of the Contract documents which may be made between you and the Applicant 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 ..... (i.e.)<sup>4</sup> 28 days after the expected completion date as described in the GCC, and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

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

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<sup>4</sup> *The Service Provider should note that in the event of an extension of this date for completion of the Contract, the Service Provider would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Service Provider might consider adding the following text to the form, at the end of this paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to your written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."*

**Advance Payment Security**  
**Demand Guarantee**  
*[Guarantor letterhead or SWIFT identifier code]*

Advance Payment Guarantee No..... *[insert guarantee reference number]*

Date..... *[insert date of issue of the guarantee]*

To: \_\_\_\_\_ *[name of Employer]*  
 \_\_\_\_\_ *[address of Employer]*  
 \_\_\_\_\_ *[name of Contract]*

Gentlemen:

In accordance with the provisions of the Conditions of Contract, Sub-clause 6.4 ("Advance Payment") of the above-mentioned Contract, \_\_\_\_\_ *[name and address of Service Provider<sup>5</sup>]* (hereinafter called "the Applicant") shall deposit with \_\_\_\_\_ *[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of \_\_\_\_\_ *[amount of guarantee<sup>6</sup>]* \_\_\_\_\_ *[in words]*.

We, the \_\_\_\_\_ *[bank or financial institution]*, as instructed by the Applicant, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ *[name of Employer]* on his first demand without whatsoever right of objection on our part and without his first claim to the Applicant, in the amount not exceeding \_\_\_\_\_ *[amount of guarantee]* \_\_\_\_\_ *[in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract or of Non-Consulting Services to be performed thereunder or of any of the Contract documents which may be made between \_\_\_\_\_ *[name of Employer]* and the Applicant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

<sup>5</sup> In the case of a JV, insert the name of the Joint Venture

<sup>6</sup> An amount shall be inserted by the bank representing the amount of the Advance Payment, and denominated in Indian Rupees.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ *[name of Employer]* receives full repayment of the same amount from the Applicant. Consequently any demand for payment under this guarantee must be received by us at this office on or before that date.

Yours truly,

Signature and seal: \_\_\_\_\_

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

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

*Attachment 3***Amendments for Permitting Standstill Period<sup>7</sup>****(Refer ITB Clause 42)**

In Non-consulting Services contracts where it is proposed to permit Standstill Period [*in the case of high risk or specialized/complex services only*], the following corrections shall be incorporated in this document

**1. Instructions to Bidders & Bid Data Sheet****1.1 Substitute ITB 27.1 as under:**

**27.1** Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the Bidding process until information on the Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 43.

**1.2 Insert ITB 42.1 as under:**

**42.1** The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 46. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**1.3 Insert ITB 43.1 as under:**

**43.1** The Employer shall send to each Bidder, the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Bidder submitting the successful Bid;
- (b) the Contract price of the successful Bid;
- (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
- (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the letter is addressed) was unsuccessful;
- (e) the expiry date of the Standstill Period;

---

<sup>7</sup> These are instructions for the Borrower and should be removed from final bid document.

- (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period.

**1.4 Substitute ITB 45.1 as under:**

**45.1** Prior to the expiration of the Bid Validity Period and upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).

**1.5 Substitute ITB 46 as under:**

**46.1** On receipt of the Borrower’s Notification of Intention to Award referred to in ITB 41.1, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

**46.2** Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

**46.3** Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

**46.4** Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear its own costs of attending such a debriefing meeting.

**1.6 Insert ITB 50 as under:**

**50. Procurement Related Complaint**

**50.1** The procedures for making a Procurement-related Complaint are as specified in the BDS.

**1.7 Insert BDS ITB 50.1 as under:**

.....  
**ITB 50.1**

The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Bidder wishes to make a Procurement-related

Complaint, the Bidder should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:

**For the attention:** *[insert full name of person receiving complaints]*

**Title/position:** *[insert title/position]*

**Employer:** *[insert name of Employer]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

In summary, a Procurement-related Complaint may challenge any of the following:

- 1. the terms of the Bidding Documents; and
- 2. the Employer’s decision to award the contract.

.....

**2. Contract Forms**

**2.1 Insert in the Form “Letter of Bid”, point (i) as under:**

(i) *[Delete if not appropriate, or amend to suit]* We confirm that we understand the provisions relating to Standstill Period as described in this bidding document and the Procurement Regulations.

**2.2 Insert the Form ‘Notification of Intention to Award’ as under:**

.....

**Notification of Intention to Award**

*[This Notification of Intention to Award shall be sent to each Bidder that submitted a Bid.]*

*[Send this Notification to the Bidder’s Authorized Representative named in the Bidder Information Form]*

For the attention of Bidder’s Authorized Representative

Name: *[insert Authorized Representative’s name]*

Address: *[insert Authorized Representative’s Address]*

Telephone/Fax numbers: *[insert Authorized Representative’s telephone/fax numbers]*

Email Address: *[insert Authorized Representative’s email address]*

*[IMPORTANT: insert the date that this Notification is transmitted to Bidders. The Notification must be sent to all Bidders simultaneously. This means on the same date and as close to the same time as possible.]*

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

**Notification of Intention to Award**

**Employer:** *[insert the name of the Employer]*

**Project:** *[insert name of project]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFB is issued]*

**Loan No. /Credit No. / Grant No.:** *[insert reference number for loan/credit/grant]*

**RFB No:** *[insert RFB reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

- a) request a debriefing in relation to the evaluation of your Bid, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Bidder

<b>Name:</b>	<i>[insert name of successful Bidder]</i>
<b>Address:</b>	<i>[insert address of the successful Bidder]</i>
<b>Contract price:</b>	<i>[insert contract price of the successful Bid]</i>

### 2. Other Bidders *[INSTRUCTIONS: insert names of all Bidders that submitted a Bid. If the Bid's price was evaluated include the evaluated price as well as the Bid price as read out.]*

Name of Bidder	Bid price	Evaluated Bid price (if applicable)
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert Bid price]</i>	<i>[insert evaluated price]</i>

### 3. Reason/s why your Bid was unsuccessful

*[INSTRUCTIONS: State the reason/s why this Bidder's Bid was unsuccessful. Do NOT include: (a) a point by point comparison with another Bidder's Bid or (b) information that is marked confidential by the Bidder in its Bid.]*

### 4. How to request a debriefing

**DEADLINE:** The deadline to request a debriefing expires at midnight on *[insert date]* (local time).

You may request a debriefing in relation to the results of the evaluation of your Bid. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Bidder, contact details; and address

the request for debriefing as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Employer]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

## 5. How to make a complaint

**Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).**

Provide the contract name, reference number, name of the Bidder, contact details; and address the Procurement-related Complaint as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Employer]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number] delete if not used*

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the [Procurement Regulations for IPF Borrowers \(Procurement Regulations\)](https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005) [https://policies.worldbank.org/sites/ppf3/PPFDocuments/Forms/DispPage.aspx?docid=4005] (Annex III). You should read these provisions before preparing and submitting your complaint. In addition, the World Bank's Guidance "[How to make a Procurement-related Complaint](http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework)" [http://www.worldbank.org/en/projects-operations/products-and-services/brief/procurement-new-framework#framework] provides a useful explanation of the process, as well as a sample letter of



complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Bidder who submitted a Bid in this bidding process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

**6. Standstill Period**

**DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).**

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above.

If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Employer:

**Signature:** \_\_\_\_\_

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

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

.....

**2.3 Substitute the first note in Italics in the Form ‘Notification of Award’ as under:**

*[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clause 47. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only upon expiry of the Standstill Period, specified in ITB 42.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, subject to any review by the World Bank required under the Loan Agreement.]*