

**Specific Procurement Notice  
National Competitive Bidding**

**Request for Bids  
Non-Consulting Services**

**Employer:** Assam Health Infrastructure Development and Management Society (AHIDMS), Government of Assam

**Project:** Assam State Secondary Healthcare Initiative for Service Delivery Transformation (ASSIST) Project

**Contract title:** Hiring of agency for Design, Development, Operation and Maintenance of State Nursing Data Management Portal under AHIDMS.

**Country:** India

**Loan No. :** 9570-IN

**RFB No:** IN-AHIDMS-477734-NC-RFB

**Issued on:** 28.03.2025

1. The Assam Health Infrastructure Development and Management Society (AHIDMS), Government of Assam (hereinafter called “Borrower”) has obtained financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a “loan” (hereinafter called “loan”) toward the cost of Assam State Secondary Healthcare Initiative for Service Delivery Transformation (ASSIST) Project. The Assam Health Infrastructure Development and Management Society (AHIDMS), an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the Assam Health Infrastructure Development and Management Society (AHIDMS), and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. The Assam Health Infrastructure Development and Management Society (AHIDMS), Government of Assam now invites sealed Bids from eligible Bidders appointment of agency

Design, Development, Operation and Maintenance of State Nursing Data Management Portal under AHIDMS.

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, November'2020" ("Procurement Regulations"), and is open to all Bidders as defined in the Procurement Regulations.
4. The bidding document is available online on [www.assamtenders.gov.in](http://www.assamtenders.gov.in) and Bidders will be required to register on the e-portal, which is free of cost. The bidders would be responsible for ensuring that any addenda available on the website/e-portal is also downloaded and incorporated.

- |     |   |   |                           |
|-----|---|---|---------------------------|
| (a) | Date of commencement for download of bidding document | : | 28-03-2025 at 18:00 hours |
| (b) | Date and Time of Pre-Bid Meeting                      | : | 04-04-2025 at 15:00 hours |
| (c) | Last date and time for Submission of bids             | : | 30-04-2025 at 13:00 hours |
| (d) | Time and date of opening of bids                      | : | 30-04-2025 at 14:00 hours |

5. For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized 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: [www.assamtenders.gov.in](http://www.assamtenders.gov.in) . Bids must be submitted online on [www.assamtenders.gov.in](http://www.assamtenders.gov.in) on or before the deadline for submission of bids, and will be opened online at the specified time and date for opening of bids, as given above. A Pre Bid meeting will be held at the office **Project Director, Assam Health Infrastructure Development & Management Society, Dept. of Medical Education & Research, GOA, 4th floor, Nayantara Supermarket Complex, Six Mile , Khanapara, Guwahati, Assam, email : pmu.ahidms@gmail.com** on 4<sup>th</sup> April,2025 at 15:00 hours. The person attending the pre bid conference physically should have valid authorization from the authorized signatory of the prospective bidder. Bidder may join the pre-bid meeting virtually through Google Meet. The link for the meeting is: <https://meet.google.com/twc-iivi-hba> . The prospective Bidders, whether joins physically or virtually, shall intimate the name of representative(s) (not more than two from one organization) to the above e-mail ID latest by 11:00 Hrs (IST) on 4<sup>th</sup> April 2025 for confirmation. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.

6. Bids comprise two Parts, namely the Technical Part and the Financial Part, and both parts must be submitted simultaneously online on [www.assamtenders.gov.in](http://www.assamtenders.gov.in) on or before 1300 hours on 30.04.2025 (date) and the 'Technical Part' of the bids will be publicly opened online at the address given at para 8 on the same day at 1400 hours, in the presence of the bidders' designated representatives and anyone who chooses to attend. 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.
7. All bids must be accompanied by a bid security of INR 3,52,000.00 as specified in the bid document. Procedure for submission of bid security is described in Para 9. 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 28 days beyond the validity of the bid.

Cost of Bid Document: ₹ 5,000/- ( ₹ Five thousand only)(To be deposited through net banking or RTGS/NEFT as per office memorandum no.FEB.269/2017/27 Dtd.21/08/2019)

8. The bidders are required to submit (a) original bid security in approved form, (b) Power of attorney on non-judicial stamp to **Project Director, Assam Health Infrastructure Development & Management Society, Dept. of Medical Education & Research, GOA, 4th floor, Nayantara Supermarket Complex, Six Mile , Kanapara, Guwahati, Assam** before the opening of the Bid given above, either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
9. Bid Security may either be remitted through net banking or RTGS/NEFT as per office memorandum no.FEB.269/2017/27 Dtd.21/08/2019 **OR** submitted through any of following mode :

**Bank Guarantee/ Fixed Deposit/Time Deposit certificate** issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values are acceptable provided it is pledged in favour of **Assam Health Infrastructure Development and Management Society (AHIDMS)** (Implementing agency) and such pledging has been noted and suitably endorsed by the bank issuing the certificate.

**In case bidder(s) opt to submit bid security in the form of Bank Guarantee/ Fixed Deposit/Time Deposit certificate, please comply the following instructions :**

- a. Bidder has to submit the **ORIGINAL** Bank Guarantee/ Fixed Deposit/Time Deposit certificate before the bid submission end date & time, failing to which bid of the bidder shall be rejected outrightly and bid shall not be opened. **ORIGINAL** Bank Guarantee/ Fixed Deposit/Time Deposit certificate shall be submitted in the address mentioned in para 7.

- b. Only to accommodate the submission of Bank Guarantee/ Fixed Deposit/Time Deposit certificate, Option of “BID SECURITY/EMD EXEMPTION” provision is enabled in the e-procurement portal. Bidder has to select/click the 100% exemption option to proceed further for submission of bid. The scanned copy of Bank Guarantee/ Fixed Deposit/Time Deposit certificate needs to be submitted under Technical Folder along with other qualification documents.
- c. Bidder to note that there is otherwise no BID SECURITY/EMD EXEMPTION for any bidder whatsoever. This option is only enabled to submit Bank Guarantee/ Fixed Deposit/Time Deposit certificate as bid security. Bidder who does not submit the ORIGINAL Bank Guarantee/ Fixed Deposit/Time Deposit certificate before the bid submission end date & time, bid of the bidder shall be rejected outrightly even if scanned copy of Bank Guarantee/ Fixed Deposit/Time Deposit certificate submitted under Technical Folder along with other qualification documents.
- d. In case bidder(s) opt to submit bid security in the form of Bank Guarantee, the following bank details of AHIDM Society may be used while obtaining Bank Guarantee:

Account Name -Assam Health Infra Development & Mgt Society World Bank ASSIST Project Account

Number- 245601002420 IFSC - ICIC0002456

Bank Name- ICICI Bank Ltd.

Branch Name- Downtown, Guwahati

(Bidder should note that this Bank Account should not be used for remitting cost for bid document or for Bid Security may remitted through net banking or RTGS/NEFT as per office memorandum no.FEB.269/2017/27 Dtd.21/08/2019OR. The above-mentioned account details only be used while obtaining Bank Guarantee.).

- 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

Dr. Siddharth Singh, IAS

The Project Director

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# Request for Bids Non-Consulting Services

## Procurement of:

**Hiring of Social Media Management Agency under AHIDMS**

**Employer:** Assam Health Infrastructure Development and Management Society (AHIDMS), Government of Assam

**Project:** Assam State Secondary Healthcare Initiative for Service Delivery Transformation (ASSIST) Project

**Contract title:** Hiring of agency for Design, Development, Operation and Maintenance of State Nursing Data Management Portal under AHIDMS

**Country:** India

**Loan No. :** 9570-IN

**RFB No:** IN-AHIDMS-477734-NC-RFB

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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;

(d) "ES" means environmental and social, as applicable,(including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));

(e) "Sexual Exploitation and Abuse" "(SEA)" means the following:

Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(f) "Sexual Harassment" "(SH)" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider's Personnel with other Service Provider's or Employer's Personnel;

(g) “Service Provider’s Personnel” is as defined in GCC Sub-Clause 1.1; and

(h) “Employer’s Personnel” is as defined in GCC Sub-Clause 1.1.

A non-exhaustive list of (i) behaviors which constitute SEA and (ii) behaviors which constitute SH is attached to the Code of Conduct form in Section IV

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 Borrower 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 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 (where declared or not), subcontractors, subconsultants, service providers, suppliers, and 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. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified in the BDS, there is no limit on the number of members in a JV.

- 4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:
- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
  - (b) receives or has received any direct or indirect subsidy from another Bidder; or
  - (c) has the same legal representative as another Bidder; or
  - (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or

- (e) or any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
  - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or
  - (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the 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 subconsultants 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 A Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration.
- 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 This Bidding is open for all eligible Bidders, unless otherwise specified in ITB 18.4.
- 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.11 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

## **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.

- 5.2 In the event that prequalification of Bidders has been undertaken as stated in ITB 18.4, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

## **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) or the notice to prequalified Bidders, as the case may be 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 locations of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the locations of required Services and its surroundings shall be at the Bidder's own expense.
- 8. Clarification of Bidding Document** 8.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address specified **in the BDS**. The Employer will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified **in the BDS**. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. 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.
- 9.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 8.1.
- 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

the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

## 12. Documents Comprising the Bid

12.1 The Bid shall comprise the following:

- (a) **Letter of Bid** prepared in accordance with ITB 13;
- (b) **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15;
- (c) **Bid Security or Bid-Securing Declaration** in accordance with ITB 20.1;
- (d) **Alternative Bid:** if permissible in accordance with ITB 14;
- (e) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.3;
- (f) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder's qualifications to perform the Contract if its Bid is accepted;
- (g) **Bidder's Eligibility:** documentary evidence in accordance with ITB 18 establishing the Bidder's eligibility to Bid;
- (h) **Conformity:** documentary evidence in accordance with ITB 17, that the Services conform to the bidding document; and
- (i) any other document required **in the BDS**.

12.2 In addition to the requirements under ITB 12.1, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

12.3 The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

## 13. Letter of Bid and Activity Schedule

13.1 The Letter of Bid and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21.3.

All blank spaces shall be filled in with the information requested.

**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 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 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 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 of 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.
- 16. Currencies of Bid and Payment**
- 16.1 The currency(ies) of the Bid and the currency(ies) of payments shall be the same. The Bidder shall quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in the currency of the Employer's Country, unless otherwise specified **in the BDS**.
- 16.2 The Bidder may express the Bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Employer's Country.
- 16.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump-sum are reasonable and responsive to ITB 16.1 and 16.2.
- 17. Documents Establishing Conformity of Services**
- 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 Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid, 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.
- 18.4 In the event that prequalification of Bidders has been undertaken as stated **in the BDS**, only Bids from prequalified Bidders shall be considered for award of Contract. These qualified Bidders should submit with their Bids any information updating their original

prequalification applications or, alternatively, confirm in their Bids that the originally submitted prequalification information remains essentially correct as of the date of Bid submission.

18.5 If prequalification has not taken place before Bidding, the qualification criteria for the Bidders are specified in Section III, Evaluation and Qualification Criteria.

### **19. Period of Validity of Bids**

19.1 Bids shall remain valid until the date specified **in the BDS** or any extended date if amended by the Employer in accordance with ITB 9. A Bid that is not valid until the date specified **in the BDS**, or any extended date if amended by the Employer in accordance with ITB 9, shall be rejected by the Employer as nonresponsive.

19.2 In exceptional circumstances, prior to the date of expiration of the Bid validity, 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 specified in accordance with ITB 19.1, 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; or
- (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 The Bidder shall furnish as part of its Bid, either a Bid-Securing Declaration or a Bid security, as specified **in the BDS**, in original form and, in the case of a Bid Security, in the amount and currency specified **in the BDS**.

20.2 A Bid Securing Declaration shall use the form included in Section IV, Bidding Forms.

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 bank or non-bank

financial institution (such as an insurance, bonding or surety company);

- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security specified **in the BDS**,

from a reputable source and an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable, unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original date of expiry of the Bid validity, or beyond any extended date 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 46.

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 its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract in accordance with ITB 45; or
  - (ii) furnish a performance security in accordance with ITB 46.

20.8 The Bid Security or Bid-Securing Declaration of a JV must be in the

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

20.9 If a Bid Security is not required in the BDS, pursuant to ITB 20.1, and

(a) if a Bidder withdraws its Bid prior to the expiry date of the Bid validity specified by the Bidder on the Letter of Bid, or any extended date provided by the Bidder; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB 45; or

(ii) furnish a performance security in accordance with ITB 46;

the Borrower may, if provided for **in the BDS**, declare the Bidder ineligible to be awarded a contract by the Employer for a period of time as stated **in the BDS**.

## **21. Format and Signing of Bid**

21.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12, bound with the volume containing the Form of Bid, and clearly marked “Original.” In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS**, and clearly marked as “Copies.” In the event of discrepancy between them, the original shall prevail.

21.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

21.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.

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.

21.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.



## D. Submission and Opening of Bids

### 22. Sealing and Marking of Bids

- 22.1 The Bidder shall deliver the Bid in a single, sealed envelope. Within the single envelope the Bidder shall place the following separate, sealed envelopes:
- (a) in an envelope marked “ORIGINAL”, all documents comprising the Bid, as described in ITB 12; and
  - (b) in an envelope marked “COPIES”, all required copies of the Bid; and
  - (c) if alternative Bids are permitted in accordance with ITB 14, and if relevant:
    - (i) in an envelope marked “ ORIGINAL - ALTERNATIVE BID”, the alternative Bid; and
    - (ii) in the envelope marked “COPIES – ALTERNATIVE BID” all required copies of the alternative Bid.

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 23.1;
- (c) bear the specific identification of this Bidding process specified in accordance with BDS 1.1; and
- (d) bear a warning not to open before the time and date for Bid opening.

22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

### 23. Deadline for Submission of Bids

23.1 Bids must be received by the Employer at the address and no later than the date and time specified **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures 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 Employer shall not consider any Bid that arrives after the

deadline for submission of Bids, in accordance with ITB 23. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

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

25.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
- (b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 23.

25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.

25.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the date of expiry of the Bid validity specified by the Bidder on the Letter of Bid or any extended date thereof.

**26. Bid Opening**

26.1 Except as in the cases specified in ITB 23 and ITB 25.2, the Employer shall, at the Bid opening, publicly open and read out all Bids received by the deadline at the date, time and place specified **in the BDS** in the presence of Bidders’ designated representatives and anyone who choose to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified **in the BDS**.

26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the “power of attorney” confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding Bid will be opened. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

26.3 Next, envelopes marked “SUBSTITUTION” shall be opened and

read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

- 26.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 26.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the total Bid Prices, per lot (contract) if applicable, including any discounts and alternative Bids; the presence or absence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Employer may consider appropriate.
- 26.6 Only Bids, alternative Bids and discounts that are opened and read out at Bid opening shall be considered further. The Letter of Bid and the priced Activity Schedule are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 26.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with ITB 24.1).
- 26.8 The Employer shall prepare a record of the Bid opening that shall include, as a minimum:
- (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the Bid Price, per lot (contract) if applicable, including any discounts; and
  - (c) any alternative Bids;
  - (d) the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required.
- 26.9 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **E. Evaluation and Comparison of Bids**

- 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 the Intention to Award the Contract is transmitted to all Bidders in accordance with ITB 41.

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 32.

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. Determination of Responsiveness**

30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 12.

30.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- (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.

30.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with ITB 17 and ITB 18, in particular, to confirm that all requirements of Section VII, Employer's Requirements have been met without any material deviation or reservation, or omission.

30.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**31. Non-conformities, Errors and Omissions**

31.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.

31.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions 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.

31.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component by adding the average price of the item or component quoted by substantially responsive Bidders. 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.

**32. Correction of Arithmetical**

32.1 Provided that the Bid is substantially responsive, the Employer shall

- Errors** correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB 32.1, shall result in the rejection of the Bid.
- 33. Conversion to Single Currency** 33.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified **in the BDS**.
- 34. Margin of Preference** 34.1 A margin of preference shall not apply.
- 35. Evaluation of Bids** 35.1 The Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:
- (a) substantially responsive to the bidding document; and
  - (b) the lowest evaluated cost.
- 35.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid cost by adjusting the Bid price as follows:
- (a) price adjustment for correction of arithmetic errors in accordance with ITB 32.1;
  - (b) price adjustment due to discounts offered in accordance with

ITB 15.4;

- (c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITB 33;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
- (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.

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

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

**36. Comparison of Bids**

36.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.2 to determine the Bid that has the lowest evaluated cost.

**37. Abnormally Low Bids**

37.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

37.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

37.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

- 38. Qualification of the Bidder**
- 38.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated cost and substantially responsive Bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Bidder that submitted the Bid.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Employer shall proceed to the Bidder who offers a substantially responsive Bid with the next lowest evaluated cost to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- 39. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**
- 39.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.
- 40. Standstill Period**
- 40.1 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 44. 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
- 41. Notification of Intention to Award**
- 41.1 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 notification is addressed) was unsuccessful;

- (e) the expiry date of the Standstill Period; and
- (f) instructions on how to request a debriefing or submit a complaint during the standstill period.

## **F. Award of Contract**

### **42. Award Criteria**

42.1 Subject to ITB 39, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid. This is the Bid of the Bidder that meets the qualification criteria and whose Bid has been determined to be:

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

### **43. Notification of Award**

43.1 Prior to the date of expiry of the Bid validity and upon expiry of the Standstill Period, specified in ITB 40.1, 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").

43.2 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, if

specified in BDS ITB 45.1.

43.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

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

**44. Debriefing by the Employer**

44.1 On receipt of the Borrower's Notification of Intention to Award referred to in ITB41, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

44.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended 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.

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

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

**45. Signing of Contract**

45.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the BDS, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

- 45.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.
- 46. Performance Security**
- 46.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.
- 46.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.
- 47. Adjudicator**
- 47.1 The Employer proposes the person named **in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee specified **in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this Bid, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.
- 48. Procurement Related Complaint**
- 48.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.



## 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.

ITB Reference	<b>A. General</b>
<b>ITB 1.1</b>	<p>The reference number of the Request for Bids (RFB) is : <b>IN-AHIDMS-477734-NC-RFB</b></p> <p><b>Employer:</b> Assam Health Infrastructure Development and Management Society (AHIDMS), Government of Assam</p> <p><b>Contract title:</b> Hiring of agency for Design, Development, Operation and Maintenance of State Nursing Data Management Portal under AHIDMS</p> <p>The number and identification of lots (contracts) comprising this RFB is: <b>Not Applicable</b></p>
<b>ITB 1.2(a)</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><a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a></p> <p>The electronic-procurement system shall be used to manage the following aspects of the Bidding process:</p> <ol style="list-style-type: none"> <li>i. <i>issuing bidding document,</i></li> <li>ii. <i>Corrigendum and reply to bidder's query, if any</i></li> <li>iii. <i>submissions of Bids,</i></li> <li>iv. <i>opening of Bids</i></li> </ol>
<b>ITB 1.3</b>	<p>The Intended Completion Date is: 42 months from the date of signing of contract</p>
<b>ITB 2.1</b>	<p>The Borrower is: Government of India</p> <p>Loan or Financing Agreement amount: :\$251.03 million</p> <p>The name of the Project is: Assam State Secondary Healthcare Initiative for Service Delivery Transformation (ASSIST) Project</p>
<b>ITB 4.1</b>	<p>Maximum number of members in the Joint Venture (JV) shall be: <b>JV is not allowed</b></p>

<b>ITB 4.5</b>	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> .
<b>B. Contents of Bidding Document</b>	
<b>ITB 8.1</b>	<p>For <b>Clarification of Bid purposes</b> only, the Employer's address is:  <b>Project Director, Assam Health Infrastructure Development &amp; Management Society, Dept. of Medical Education &amp; Research, GOA, 4th floor, Nayantara Supermarket Complex, Six Mile , Khanapara, Guwahati, Assam, Email: pmu.ahidms@gmail.com</b></p> <p>Requests for clarification should be received by the Employer no later than: 14 days.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 11.1</b>	<p>The language of the Bid is: English.</p> <p>All correspondence exchange shall be in English language.</p> <p>Language for translation of supporting documents and printed literature is English.</p>
<b>ITB 12.1 (i)</b>	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ol style="list-style-type: none"> <li>1. Implementation Plan;</li> <li>2. Organisational Structure of the Firm;</li> <li>3. List of experts with qualification and expertise within the firm</li> <li>4. List of relevant licensed software in possession of the firm to execute the assignment</li> </ol> <p><b>Code of Conduct for Service Provider's Personnel</b></p> <p>The Bidder shall submit its Code of Conduct that will apply to the Service Provider's Personnel (as defined in GCC Sub- Clause 1.1) employed for the execution of Services (defined in GCC Sub- Clause 1.1) at the locations in the Employer's country where the Services are required, to ensure compliance with the Service Provider's Environmental and/or Social, as applicable, obligations under the Contract. The Bidder shall use for this purpose the Code of Conduct form provided in Section IV. No substantial modifications shall be made to this form, except that the Bidder may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</p> <p><b>Management Strategies and Implementation Plans (MSIP) to manage the (ES) risks</b></p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIPs) to manage the following key Environmental and Social (ES) risks:</p>

	<p>(a) <i>Sexual Exploitation, and Abuse (SEA) prevention and response action plan.</i></p> <p>(b) <i>Training plan for the employees of the client</i></p>
<b>ITB 14.1</b>	Alternative Bids shall not be considered.
<b>ITB 14.2</b>	Alternative times for completion shall not be permitted.
<b>ITB 14.3</b>	Alternative technical solutions shall be permitted for the following parts of the Services: NA
<b>ITB 15.7</b>	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
<b>ITB 16.1</b>	The Bidder is required to quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in that currency. Bid price to be quoted in INR only.
<b>ITB 18.4</b>	Prequalification has not been undertaken.
<b>ITB 19.1</b>	<i>The Bid shall be valid until 150 days from the date of submission of Bid.</i>
<b>ITB 19.3 (a)</b>	The Bid price shall be adjusted by the following factor(s):The factor shall be 1.0007692 per week.
<b>ITB 20.1</b>	<p>A Bid Security shall be required.</p> <p>A Bid-Securing Declaration shall not be required.</p> <p>If a Bid Security shall be required, the amount and currency of the Bid Security shall be INR 3,52,000/-</p>
<b>ITB 20.3 (d)</b>	<p>Other types of acceptable securities: Required to be remitted through net banking or RTGS/NEFT as per office memorandum no.FEB.269/2017/27 Dtd.21/08/2019 <b>OR</b> submitted through any of following mode :</p> <p><b>Bank Guarantee/ Fixed Deposit/Time Deposit certificate</b> issued by a Nationalized or Scheduled Bank located in India for equivalent or higher values are acceptable provided it is pledged in favour of <b>Assam Health Infrastructure Development and Management Society (AHIDMS)</b> (Implementing agency) and such pledging has been noted and suitably endorsed by the bank issuing the certificate.</p>
<b>ITB 20.9</b>	NA
<b>ITB 21.1</b>	In addition to the original of the Bid, the number of copies is: NA
<b>ITB 21.3</b>	The written confirmation of authorization to sign on behalf of the Bidder

	shall consist of: Power of Attorney on non-judicial stamp paper or Letter of Authorisation with board resolution.
	<b>D. Online Submission and Opening of Bids</b>
<b>ITB 23.1</b>	For <b><u>Bid submission purposes</u></b> only, the Employer's address is: Web page: <a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a> ,
<b>ITB 23.1</b>	<p><b>The deadline for Bid submission is:</b></p> <p>Date:<b>30-04-2025</b></p> <p>Time: 13:00 Hours</p> <p>Bidders shall submit their Bids electronically.</p> <p>The electronic Bid submission procedures shall be: For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities authorised by Government of India for issuing DSC (Class II). 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: <a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a> . Bids must be submitted online on <a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a> on or before the deadline for submission of bids, and will be opened online at the specified time and date for opening of bids, as given in ITB 26.1. Any bid or modifications to bid (including discount) received outside e-procurement system will not be considered. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time. The electronic bidding system would not allow any late submission of bids.</p>
<b>ITB 25.1</b>	<p>Replace ITB 25.1 with the following:</p> <p>“25.1. Bidders may modify their bids by using appropriate option for bid modification on the 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 appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is allowed.”</p>
<b>ITB 25.2</b>	Deleted



<b>ITB 25.3</b>	Deleted
<b>ITB 26.1</b>	<p>The Bid opening shall take place at:</p> <p><b>Project Director, Assam Health Infrastructure Development &amp; Management Society, Dept. of Medical Education &amp; Research, GOA, 4th floor, Nayantara Supermarket Complex, Six Mile , Kanapara, Guwahati, Assam.</b></p> <p>Date:30/04/2025 Time: 14:00 Hrs.</p>
<b>ITB 26.2</b>	<p>Replace ITB 26.2 with the following:</p> <p>The electronic summary of the bid opening will be generated and uploaded online. The Purchaser will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Bids, alternative bids if permitted in ITB 14.1, and discounts that are opened at Bid opening shall be considered further for evaluation.</p>
<b>ITB 26.3, 26.4, 26.5, 26.6, 26.7, 26.8, 26.9</b>	Deleted
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 33.1</b>	Not Applicable, Bid price shall be in INR only.
<b>ITB 40.1 &amp; 41.1</b>	Deleted
<b>F. Award of Contract</b>	
<b>ITB 44</b>	Deleted
<b>ITB 45.1</b>	The successful Bidder <i>shall not</i> submit the Beneficial Ownership Disclosure Form.

<b>ITB 47</b>	The Adjudicator proposed by the Employer will be finalized at the time of signing of contract. The 8 hourly fee for this proposed Adjudicator shall be Rs. 10000/-
<b>ITB 48.1</b>	<p>The procedures for making a Procurement-related Complaint are detailed in the “<a href="#">Procurement Regulations for IPF Borrowers</a> (Annex III).” If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, in writing by email, to:</p> <p><b>For the attention:</b> Dr. Siddharth Singh, IAS</p> <p><b>Title/position:</b> Project Director</p> <p><b>Employer:</b> Assam Health Infrastructure Development &amp; Management Society,</p> <p><b>Email address :</b> <i>pmu.ahidms@gmail.com</i></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li>1. the terms of the Bidding Documents; and</li><li>2. the Employer’s decision to award the contract.</li></ol>

## Section III - Evaluation and Qualification Criteria

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

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The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall determine the Most Advantageous Bid. This is the Bid that has been determined to be:

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

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

### **1.1 Adequacy of Technical Proposal**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Employer's Requirements.

### **1.2 Multiple Contracts (Not Applicable)**

Pursuant to ITB 35.4 of the Instructions to Bidders, if Services are grouped in multiple contracts, evaluation will be as follows:

#### **(a) Award Criteria for Multiple Contracts [ITB 35.4]: Not Applicable**

##### Lots

Bidders have the option to Bid for any one or more lots. Bids will be evaluated lot-wise, taking into account discounts offered, if any, after considering all possible combination of lots. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined lots, subject to the selected Bidder(s) meeting the required qualification criteria for lot or combination of lots as the case may be.

##### Packages

Bidders have the option to Bid for any one or more packages and for any one or more lots within a package. Bids will be evaluated package-wise, taking into account discounts offered, if any, for combined packages and/or lots within a package. The contract(s) will be awarded to the Bidder or Bidders offering the lowest evaluated cost to the Employer for combined packages, subject to the selected Bidder(s) meeting the required qualification criteria for combination of packages and or lots as the case may be.

#### **(b) Qualification Criteria for Multiple Contracts: Not Applicable**

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

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

**1.5 Sustainable procurement – Not Applicable**

## 2. Qualification

To ensure the quality and reliability of the proposed Nursing Management System, the agency must meet the following minimum eligibility criteria:

- I. .
- II. **Certifications and Standards**
  - I. The agency must adhere to industry best practices and standards, such as:
    - i. ISO 9001:2015 or CMMI Level 3 certification for quality management.
- III. Data security standards like ISO/IEC 27001.:
  - a. The bidder should be a reputed, reliable and well-established firm/ Partnership Firm/ Registered Society or a Company registered under the Companies Act, 1932/1956/2013 operating from at least 2020.
  - b. The bidder must have successfully completed at least 3 (three) Projects related to development of software for health care services/Academic institution with contract value of each contract must be more than or equal to INR 25 lakhs in the last 5 years ending on 31<sup>st</sup> Dec 2024. The projects must have the work scope of Data Base Management system as well.
  - c. The bidder must have successfully completed at least 1 (one) Projects related to development of software for health care services/Academic institution having the work scope of Data Base Management system **AND MANINTENACE** for one (01) year.
  - d. The average annual turnover of the bidder must be Rs. 1.00 Crore for the last three preceding years i.e. FY 2021-22, 2022-23 and 2023-24 with positive Net Worth. For the purpose of this criterion, turnover of only the bidding agency will be considered. Turnover of any parent, subsidiary, associated or other related agency(ies) will not be considered.
  - e. The Bidder should not be currently debarred/blacklisted by any government departments/agency/ Ministries or PSUs. Notarized Affidavit with respect to the same needs to be furnished along with this bid.
  - f. The bidder must have ISO 9001:2015 or CMMI Level 3 certification for quality management and Data security certification of ISO/IEC 27001
  - g. Suitably qualified key personnel specified **below** and other key personnel that the Bidder considers appropriate to perform the Services; and
  - h. Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified **below**.

### Qualification Requirements

<b>Joint Ventures</b>	Not Applicable																		
<b>Annual Volume</b>	The bidder should have an average turnover of Rs. 1.00 crore or above during audited financial years 2021-22, 2022-23, 2023-2024																		
<b>Key Personnel</b>	The Bidders should fulfil the following eligibility conditions for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the eligibility conditions. It is the sole responsibility of the bidder for the smooth and timely completion of the assigned work.																		
	<table border="1"> <thead> <tr> <th>Human resources requirement</th> <th>Eligibility criteria</th> <th>Man-months</th> </tr> </thead> <tbody> <tr> <td>Program Manager</td> <td>           a. BE / B Tech with a minimum of 10 years' experience.            b. Should have a minimum of 6 years of experience in a similar role.         </td> <td> <ul style="list-style-type: none"> <li>6 (1 Full time effort (FTE) for 6 months)- Development phase</li> <li>9 (0.25 FTE for 36 months)- Maintenance phase</li> </ul> </td> </tr> <tr> <td>Solution Architect</td> <td>           a. BE / B Tech with a minimum of 10 years' experience            b. Should have a minimum of 6 years of experience in a similar role.         </td> <td>4 (1 FTE for 4 months)- Development phase)</td> </tr> <tr> <td>Web &amp; mobile developer</td> <td>           a. BE / B Tech / MCA            b. Minimum 6 years of experience in software development in a similar role.            c. Minimum 3 years of experience as Systems Analyst / Architect in IT project         </td> <td> <ul style="list-style-type: none"> <li>36 (6 persons FTE for 6 months)- Development phase.</li> <li>9 (1 person 0.25 FTE for 36 months)- Maintenance phase</li> </ul> </td> </tr> <tr> <td>DBA/ Analytic developer</td> <td>           a. BE / B Tech with a minimum of 7 years' experience            b. Should have a minimum of 5 years of experience in a similar role.            c. DBA Certificate         </td> <td> <ul style="list-style-type: none"> <li>8 (2 persons FTE for 4 months)- Development Phase</li> <li>9 (1 person 0.25 FTE for 36 months)- Maintenance Phase</li> </ul> </td> </tr> <tr> <td>QA Engineer/ Tester cum trainer</td> <td>           a. Bachelor's degree            d. Minimum 2 years of experience in the         </td> <td>4 (2 FTE for 2 months)- Development phase</td> </tr> </tbody> </table>	Human resources requirement	Eligibility criteria	Man-months	Program Manager	a. BE / B Tech with a minimum of 10 years' experience. b. Should have a minimum of 6 years of experience in a similar role.	<ul style="list-style-type: none"> <li>6 (1 Full time effort (FTE) for 6 months)- Development phase</li> <li>9 (0.25 FTE for 36 months)- Maintenance phase</li> </ul>	Solution Architect	a. BE / B Tech with a minimum of 10 years' experience b. Should have a minimum of 6 years of experience in a similar role.	4 (1 FTE for 4 months)- Development phase)	Web & mobile developer	a. BE / B Tech / MCA b. Minimum 6 years of experience in software development in a similar role. c. Minimum 3 years of experience as Systems Analyst / Architect in IT project	<ul style="list-style-type: none"> <li>36 (6 persons FTE for 6 months)- Development phase.</li> <li>9 (1 person 0.25 FTE for 36 months)- Maintenance phase</li> </ul>	DBA/ Analytic developer	a. BE / B Tech with a minimum of 7 years' experience b. Should have a minimum of 5 years of experience in a similar role. c. DBA Certificate	<ul style="list-style-type: none"> <li>8 (2 persons FTE for 4 months)- Development Phase</li> <li>9 (1 person 0.25 FTE for 36 months)- Maintenance Phase</li> </ul>	QA Engineer/ Tester cum trainer	a. Bachelor's degree d. Minimum 2 years of experience in the	4 (2 FTE for 2 months)- Development phase
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		performance testing engineering	
	UI / UX Developer	a. Bachelor's degree b. Minimum 4 years of experience in the UI / UX development c. Minimum 2- 3 years of design research experience in managing all stages of research, Planning, data analysis and UI design.	12 (2 FTE for 6 months)- Development Phase
	Devops Engineer	a. Bachelor's degree b. Minimum 4 years of experience in the Development	18 (1 person 0.5 FTE for 36 months)- Maintenance phase
	<p><i>Note: All person months mentioned are indicative for the purpose of reference only. Bidders are expected to make their assessments based on the scope of work mentioned.</i></p> <p>The Agency may propose additional technical professionals to support the core team as appropriate. The Agency must have/ be able to quickly put together a team of multi-disciplinary professionals to carry out the assignment and furnish high quality outputs reports with clear evidence of achievement of communication strategy agreed with AHIDMS</p> <p>The Consultant will make its own arrangements for all the activities it has to perform in meeting the scope of services under this consultancy. This will include all production, travel and logistics arrangements required for its team for achievement of each activity.</p>		
<b>Liquid Assets</b>	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: INR 25.00 Lacs		
<b>Subcontractors</b>	Subcontractors' experience shall not be taken into account.		

**IV. All Bidders shall include the following information and documents with their Bids:**

- a) Documents required to established qualification criteria & requirements.
- b) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- c) total monetary value of Services performed for each of the last five years;
- d) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- e) list of major items of equipment proposed to carry out the Contract;
- f) qualifications and experience of key personnel proposed for the Contract;
- g) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;



- h) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- i) authority to the Employer to seek references from the Bidder's bankers;
- j) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount;
- k) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price; and
- l) if required by the Employer, Environmental and Social (ES) past performance declaration (see below at the end of this section).

Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the Qualification Requirements above.

**Declaration: Environmental and Social (ES) past performance**

The Bidder shall declare, using the form in Section IV, any contract that has been suspended or terminated and/or performance security called by an employer, in the past five years, for reasons of breach of environmental or social (including Sexual Exploitation and Abuse) contractual obligations,. The Employer may use this information to seek further information or clarifications in carrying out its due diligence.

## **Section IV- Bidding Forms**

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## Letter of Bid

***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]*

We, the undersigned, declare that:

To: *[insert complete name of Employer]*

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB 9;
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7;
- (d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document of the following: *[insert a brief description of the Non-Consulting Services]*;
- (e) **Bid Price:** The total price of our Bid, excluding any discounts offered in item (f) below is: *[Insert one of the options below as appropriate]*  
 Option 1, in case of one lot: Total price is: *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*;

Or

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

- (f) **Discounts:** The discounts offered and the methodology for their application are:

- (i) The discounts offered are: *[Specify in detail each discount offered.]*
- (ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*
- (g) **Bid Validity Period:** Our Bid shall be valid until *[insert day, month and year in accordance with ITB 19.1]*, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (h) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (i) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 14;
- (j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World 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;
- (k) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (l) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

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

- (n) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (o) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive; and
- (p) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

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

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

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

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

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

## Bidder Information Form

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

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

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

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

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

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member : <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
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. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]</i>

## Bidder's JV Members Information Form (Not Applicable)

*[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. <i>[If required under BDS ITB 45.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>

## Qualification Information

- 1. Individual Bidders or Individual Members of Joint Ventures**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*  
Principal place of business: *[insert]*  
Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume of Services performed in five years, in the internationally traded currency specified **in the BDS**: *[insert]*
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date.

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

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

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

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

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



- (b) 1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 3.5.

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

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors’ reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 4.
- 1.9 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

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

- 1.11 Statement of compliance with the requirements of ITB 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.

**2. Joint Ventures**

- 2.1 The information listed in 1.1 - 1.11 above shall be provided for each member of the joint venture.
- 2.2 The information in 1.12 above shall be provided for the joint venture.
- 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.4 Attach the Agreement among all 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; and
- (c) the execution of the entire Contract, including payment, shall be done exclusively with the member in charge.

**3. Additional Requirements**

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

## Environmental and Social Performance Declaration

*[Note to the Employer: Include this form if applicable in accordance with Section III]*

*[The following table shall be filled in for the Bidder and each member of a Joint Venture, in case JV is allowed under the RFB]*

Bidder’s Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 Joint Venture Member’s Name: *[insert full name]*  
 RFB No. and title: *[insert RFB number and title]*  
 Page *[insert page number]* of *[insert total number]* pages

Environmental and Social Performance Declaration			
<input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental or Social (ES) performance, in the past five years.			
<input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental or Social (ES) performance, in the past five years. Details are described below:			
Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation or sexual abuse breaches]</i>	<i>[insert amount]</i>
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

...	...	<i>[list all applicable contracts]</i>	...
<b>Performance Security called by an employer(s) for reasons related to ES performance</b>			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. gender-based violence; sexual exploitation, or sexual abuse breaches]</i>		<i>[insert amount]</i>

## 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.]*

## Price Schedule/BOQ

(BOQ format in excel format and needs to be uploaded under the BOQ folder)

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**Method Statement- Not Applicable**

## Code of Conduct for Service Provider's Personnel Form (ES)

### CODE OF CONDUCT FOR SERVICE PROVIDER'S PERSONNEL

We are the Service Provider, [enter name of Service Provider]. We have signed a contract with [enter name of Employer] for [enter description of the Services]. The Services will be carried out at [enter the locations in the Employer's country where the Services are required, as applicable]. Our contract requires us to implement measures to address *environmental and social risks*[*Note to Employer: depending on the nature of the contract and assessed risks, this may be replaced with social risks*], related to the Services.

This Code of Conduct is part of our measures to deal with environmental and social risks [*Note to*

#### Note to the Bidder:

**The minimum content of the Code of Conduct form as set out by the Employer shall not be substantially modified.** However, the Bidder may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Bidder shall initial and submit the Code of Conduct form as part of its bid.

*Employer: depending on the nature of the contract and assessed risks, this may be replaced with social risks*]related to the Services.

All personnel that we utilize in the execution of the Services, including the staff, labor and other employees of us and each Subcontractor, and any other personnel assisting us in the execution of the Services, are referred to as Service Provider's Personnel.

This Code of Conduct identifies the behavior that we require from the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

Our workplace is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

### REQUIRED CONDUCT

Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided shall:

1. carry out his/her duties competently and diligently;



2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Service Provider's Personnel and any other person;
3. maintain a safe working environment including by:
  - a. ensuring that workplaces, machinery, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment;
  - c. using appropriate measures relating to chemical, physical and biological substances and agents; and
  - d. following applicable emergency operating procedures.
4. report work situations that he/she believes are not safe or healthy and remove himself/herself from a work situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
6. not engage in any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Service Provider's or Employer's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. complete relevant training courses that will be provided related to the environmental and social aspects of the Contract, including on health and safety matters, and Sexual Exploitation and Abuse, and Sexual Harassment (SH);
11. report violations of this Code of Conduct; and
12. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Employer, or who makes use of applicable grievance mechanism for Service Provider's Personnel or the project's Grievance Redress Mechanism.

## **RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact [*enter name of the individual, with relevant experience, designated by the Service provider to handle these matters*] in writing at this address [ ] or by telephone at [ ] or in person at [ ]; or

2. Call [ ] to reach the Service Provider’s hotline (*if any*) and leave a message.

The person’s identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate. There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

**CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by the Service Provider’s Personnel may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR SERVICE PROVIDER’S PERSONNEL:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of Service Provider’s contact person(s) with relevant experience*] requesting an explanation.

Name of Service Provider’s Personnel: [insert name] Signature:

\_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Service Provider:

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

Date: (day month year): \_\_\_\_\_

**ATTACHMENT 1: Behaviors constituting SEA and behaviors constituting SH**

**ATTACHMENT 1 TO THE CODE OF CONDUCT FORM****BEHAVIORS CONSTITUTING SEXUAL EXPLOITATION AND ABUSE (SEA) AND  
BEHAVIORS CONSTITUTING SEXUAL HARASSMENT (SH)**

The following non-exhaustive list is intended to illustrate types of prohibited behaviors.

(1) **Examples of sexual exploitation and abuse** include, but are not limited to:

- A Service Provider's Personnel tells a member of the community that he/she can get them jobs related to the work site (e.g. cooking and cleaning) in exchange for sex.
- A Service Provider's Personnel that is connecting electricity input to households says that he can connect women headed households to the grid in exchange for sex.
- A Service Provider's Personnel rapes, or otherwise sexually assaults a member of the community.
- A Service Provider's Personnel denies a person access to the locations where the Services are executed unless he/she performs a sexual favor.
- A Service Provider's Personnel tells a person applying for employment under the Contract that he/she will only hire him/her if he/she has sex with him/her.

(2) **Examples of sexual harassment in a work context**

- A Service Provider's Personnel comment on the appearance of another Service Provider's Personnel (either positive or negative) and sexual desirability.
- When a Service Provider's Personnel complains about comments made by another Service Provider's Personnel on his/her appearance, the other Service Provider's Personnel comment that he/she is "asking for it" because of how he/she dresses.
- Unwelcome touching of a Service Provider's Personnel or Employer's Personnel by another Service Provider's Personnel.
- A Service Provider's Personnel tells another Service Provider's Personnel that he/she will get him/her a salary raise, or promotion if he/she sends him/her naked photographs of himself/herself.

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## **Work Plan**

**Others - Time Schedule**

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

Not Applicable

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

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

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

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

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

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

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

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the

successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

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

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

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*[Signature(s)]*

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

## 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– Activity Schedule**

### **Activity Schedule for Design, Development, Operation and Maintenance of State Nursing Data Management Portal under AHIDMS**

#### **1. Scope of Work**

##### **Project Overview**

The Government of Assam seeks proposals from reputable agencies for the development of a Nursing Data Management Portal. This Portal aims to streamline nursing data management and ensure data privacy and security. The portal will be used to manage the recognition of nursing institutions and programs and is integral to ensuring regulatory oversight and supporting the continuous improvement of nursing education and practice. Overall, this portal will serve as a critical tool in upholding the quality and standards of nursing services and education throughout the state.

The portal will help the state to identify areas where nursing education and services need improvement, such as increasing the number of nursing programs, and effective Human resource management.

This application should be capable of consuming APIs and integrating with the existing systems– eg. HR-MIS System under the National Health Mission (NHM) in Assam and the Nurses Registration and Tracking System (NRTS) at the national level.

The primary objectives of the Nursing Data Management Portal include:

- Streamlining nursing data management processes by automating data entry, retrieval, and analysis.
- Ensuring the privacy and security of nursing data by implementing robust security measures to protect the information of nursing professionals, students, and institutions.
- Facilitating regulatory oversight by providing transparent and up-to-date information on nursing professionals, students, and institutions and continuous improvement in nursing practice by using data-driven insights to identify areas for enhancement in nursing education and practice.

Key Features of the portal:

- 1) Registration of Nursing Professionals:
  - Primary registration
  - Reciprocal registration
  - Renewal of registration
  - Additional qualification

- a. The portal should provide a user-friendly interface for the registration of qualified nursing professionals, including Nurses, Auxiliary Nurse Midwives, and Health Visitors.
  - b. Registration forms should capture essential information such as personal details, qualifications, professional certifications, and employment history.
- 2) Maintenance of the State Register of Nursing Professionals:
  - a. The portal will serve as a centralized database to maintain an up-to-date register of all registered nursing professionals in the state of Assam.
  - b. It should support efficient data management functionalities, including data entry, updating, and retrieval.
  - c. The platform should support the addition of legacy data to maintain historical records
- 3) Nursing Institution Recognition:
  - a. The portal should facilitate the recognition and accreditation of nursing institutions and programs within the state.
  - b. It should include features for submitting applications for recognition, conducting evaluations, and issuing accreditation certificates.
- 4) Interoperability with other portals:
  - a. The portal architecture should allow for interoperability with NRTS and other data management portal to enable seamless data sharing across different healthcare systems and agencies.
  - b. Integration with Digilocker to validate and verify certificates.
  - c. Pass/ Degree Certificate issued by the University will be available for third-party access through integration.
  - d. Data exchange protocols and standards should be implemented to ensure compatibility and security.
- 5) Secure Access Controls and User Authentication Mechanisms:
  - a. Robust access controls should be implemented to restrict access to sensitive nursing data based on user roles and permissions.
  - b. Multi-factor authentication mechanisms should be employed to enhance security and prevent unauthorized access.
- 6) Comprehensive Reporting and Analytics Capabilities:
  - a. The portal should include reporting and analytics tools to generate comprehensive insights from nursing data. The unified portal should improve data usage and analytics for the in-service cadre.
  - b. It should support the creation of custom reports, data visualizations, and dashboards to facilitate data-driven decision-making.
- 7) User-Friendly Interface with Intuitive Navigation:
  - a. The portal's user interface should be intuitive and easy to navigate for both administrators and end-users.

- b. Design principles should prioritize usability and accessibility to ensure a responsive user experience for all the screens.
- 8) Compliance with Data Privacy Regulations and Standards:
  - a. The portal must comply with relevant data privacy regulations, such as GDPR and HIPAA, to ensure the confidentiality and security of nursing data.
  - b. Strong encryption methods and data anonymization techniques should be employed to protect sensitive information.
- 9) Project handover to the department

The Selected Agency shall promptly comply on the commencement of the exit management period, and supply to the council the following:

- Developed source code, database, and other technical resources during the project tenure will be the property of the council.
- The Selected Agency shall transfer all the information related to the customization of the portal/ application, functionalities, knowledge transfer documents handholding, etc. to the team designated by the council.
- All the information relating to the current services being rendered; data on the performance of the services; Project's Intellectual Property Rights; any Project-specific documentation; any other data and confidential information related to the Project; current and updated Project data as is reasonably required in a readily available format for transitioning of the services.
- All other information (including but not limited to documents, records, and agreements) relating to the services necessary to enable the transition of the services to the council or the next service provider to carry out due diligence in order, as the case may be.
- Based on the approved exit management plan, the Selected Agency would work toward the handover of the Project operations to the next service provider. However, all the relevant information regarding the Project in terms of data, documents, files, SOPs/ guidelines, database, process documents, etc. would have to be handed over to the council and/or to the next service provider.

10) Exit clause and Training for the council staff on the Proposed NDM Portal

The exit management period would continue for 30 (thirty) days after the Contract end date with the Selected Agency.

During this period, the consultant is required to train council staff, including technical personnel and end-users, to enable the effective operation of the system. Additionally, the consultant shall update staff on any changes made to the implemented solution. Prior to the training, the consultant must develop a comprehensive training plan detailing the training scope, duration, and target audience. Training should cover application operation, report generation, user login maintenance, policies, and procedures. Super users/administrators will receive training on all modules, while role-specific training will be provided for other users. The consultant should also supply necessary course materials, troubleshooting manuals, and system administration guides for all training programs.

In case the knowledge transfer and requisite information/ data/ documents/ SOPs etc. are not transferred or shared by the Selected Agency with the council and/or the next service provider within the defined timelines, the council will be entitled to forfeit the Performance Security in addition to taking any other recourse available under the law, including blacklisting the Selected Agency.

**Project Modules:**

The following are the key modules that the Nursing Data Management Portal should have:

1. Recognition of Nursing Institutions: The portal should recognize nursing institutions as per the regulations.

2. **Registration of Nursing Professionals:** The portal should provide a platform for registering qualified nurses, Midwives, Auxiliary Nurse Midwives, Health Visitors, and nursing students. It should also maintain a state register of all registered nursing professionals. There will be a provision for an Acknowledgment System, enabling applicants to receive timely updates at each stage of the registration process. This includes acknowledgment of application submission, payment confirmation, and notification upon successful issuance of the registration certificate. Additionally, the portal will allow applicants to track the status of their applications using a unique submission number and the date of submission.
3. **Institute management system-** The portal should facilitate registration, compliance, and educational operations effectively. It should allow streamlined tracking of enrolment trends, faculty distribution, and compliance status, enhancing overall administrative efficiency and regulatory oversight.
4. **Nursing council management system:** Overseeing and facilitating the efficient operation and management of nursing institutions throughout the state.
5. **University Quality Assurance (QA) Component:** The university platform should allow institutions to apply for university affiliation after receiving their Nursing Council affiliation.
6. **Continuing Nursing Education (CNE) and Learning Management System development (LMS)**  
(Detailed information and content for CNE modules shall be shared by the council)
7. **Examination Module for ANM & GNM Courses**

The Nursing Data Management Portal should be user-friendly and easy to navigate. It should be designed to ensure the privacy and security of all data entered the system.

Broad workflow for each module:

### **1. Recognition of Nursing Institutions**

- (i) **User Registration and Login**  
**Sign-Up and Sign-In Functionality:** Allow institutions to register by creating a new account, with email verification and password setup.  
**Login Page:** Login with username, password, and CAPTCHA verification.  
**Password Recovery:** Links for users to reset forgotten passwords, with email verification for security.
- (ii) **Registration Management**  
**Initial Setup:** Enable institutions to enter and update critical information upon first registration including name, address, phone number, principal's information, infrastructure, etc.  
**Ongoing Compliance:** Provide functionalities for institutions to manage ongoing compliance requirements, annual inspections, and enhancements of seats.
- (iii) **Document Management**  
**Upload Section:** Create sections for uploading necessary documents related to the registration.  
**Verification and Updates:** Allow users to update and verify the status of uploaded documents.
- (iv) **Notifications and Updates**  
**Alerts:** Implement a system for sending out notifications related to user actions, reminders for document submissions, registration renewals, and other important alerts.
- (v) **Support and Assistance**  
**Help Desk:** Include a help desk or support section for users to reach out with queries or issues they encounter while using the platform.  
*[Dashboard overview for the Institute (after completing registration) is given as pointer 3 as Institute Management System]*  
*(For more details of the Recognition Institute flow refer to Page 2, Annexure 2)*

### **2. Registration of Nursing Professionals and Nursing Students**

- (i) **User Registration and Login**

Sign-Up and Sign-In Functionality: Allow users to register by creating a new account, with email verification and password setup.

Login Page: Login with username, password, and CAPTCHA verification.

Password Recovery: Links for users to reset forgotten passwords, with email verification for security.

(ii) Registration Processes

Primary Registration: Interface for new users to submit their initial registration details and required documents.

Renewal: Allows existing registered users to renew their licenses, with reminders and easy access to renewal forms.

Reciprocal Registration: For nurses who are registered in other states or regions and seek recognition in the new jurisdiction.

Additional Qualifications: Submission area for nurses adding new qualifications or specializations, with necessary documentation and validation processes.

(iii) Document Upload and Management

Required Documents: Users can upload identity proofs, educational certificates, marksheets, and additional supporting documents.

Document Management: Access and manage essential compliance documents and certification papers.

*(For more details of the Nurses Registration flow refer to Page 1, Annexure 2)*

(iv) Dashboard

(a) Top Navigation Bar: Provides access to key sections including Home, About Us, Registration, Notifications, Help, and a Search Bar.

(b) Left Side Navigation Bar

- Profile-Manage account details, credentials, and profile settings.
- My Registrations- Tracks primary and past registrations.
- My Forms- Accesses various forms such as renewals, additional submissions, or required documents.
- My Certifications- Displays details of certifications earned and in progress.
- Access to the CNE, where users can enrol in courses and track learning progress.
- Payments- View payment history, process pending payments, and track due payments.
- Guidelines- Quick access to guidelines, resources, and important regulations.
- Settings- Manage account settings, including changing passwords and security options.
- Help and Support- Direct access to resources, support contact options.

(c) Main content area

- Total Credit Score: Displays the user's total credit points, helping track the progress for continuing education and compliance.
- Date of Next Renewal: Shows the date for the upcoming renewal.
- Last Login: Displays the user's last login date.

Subsections in the Content Area:

- Profile Credentials: Detailed view of user credentials, personal details, and registration status.
- Compliance Tracker: Visual progress bar displaying the status of various compliance requirements and tasks.
- Educational Tracking: Displays the completion of educational modules, with a progress bar showing percentage completion.
- Employment Details: Keeps track of the user's employment history and allows document uploads for verification.
- CNE: Lists available and ongoing courses with details about the user's enrolment and progress.
- Events Participation: Displays upcoming events.



(For more details of the Nursing Professional Dashboard refer to Page 5, Annexure 2)

- (v) Provision of Acknowledgment System
  - (a) Application Submission by Nursing Institutions: Nursing institutions will apply for registration on behalf of the applicant through the NDM Portal.
  - (b) Acknowledgment Upon Submission:
    - Upon successful submission of the application, the applicant will receive an acknowledgment message via SMS and email.
    - The message will include an intimation to pay the application fee through the designated section on the NDM Portal within a specified timeframe.
    - The application status will initially reflect as 'Draft Submission'.
  
- (vi) Final Submission After Fee Payment:
  - Once the fee is successfully paid, the application will be officially submitted to the Council.
  - The application status will update to 'Final Submission'.
  - An acknowledgment message, along with the application number, will be sent to the applicant stating: "Your application with the submission number XXXX has been successfully received. You may check the latest status of the application on our official NDM Portal."
  - The system will allow applicants to check their application status using the unique application submission number.
  
- (vii) Notification of Registration Certificate Issuance:
  - After the Council issues the registration certificate, the applicant will receive a message stating: "Your registration certificate has been issued and is available for download from our official NDM Portal."

### 3. Institute management system

#### (i) User Login

Login Page: Login with username, password, and CAPTCHA verification.

Password Recovery: Links for users to reset forgotten passwords, with email verification for security.

#### (ii) Dashboard

- (a) Top Navigation Bar- Key sections include Home, About Us, Notifications, Search Bar, and Help.
- (b) Left Side Navigation Bar
  - Profile- Manage account details and update profile information.
  - Courses- View available courses, enrolments, and analytics of course performance.
  - Faculty- Manage faculty profiles, qualifications, and records.
  - Students- Manage student records, enrolment details, and placements.
  - Guidelines- Access to guidelines repository.
  - Examination Section (ANM & GNM)- Manage internal marks submission, upload marks for each student, access to the queries raised by the council, and download transcription certificate for ANM and GNM courses.
  - Events and Planning- Details about upcoming events.
  - Annual Reports- Access and view past annual reports.
  - Payments- Manage payment history and due payments.

- CNE- Apply for CNE program approval, Upload participant details post event.
  - Help and Support- Direct access to resources and contact information.
- (c) Main Content Area
- Registration Status- Displays the status of the institute’s registration with visual indicators (Green/Yellow/Red).
  - Compliance Tracker-Tracks the progress of compliance tasks, including document submissions and necessary updates. Also includes direct links to update any missing or incomplete compliance tasks.
  - Inspection Schedule-Displays upcoming inspection dates and details of past inspections, including outcomes, all presented in a calendar view.
  - Enrolment Trends- Visual representation of student enrolment over time with bar charts.
  - Faculty Distribution- Graphical representation showing faculty distribution across departments and qualification levels.
  - Resource Utilization- Heat maps indicating resource utilization of classrooms, labs, and equipment.
  - Expansion Plans- Tracks the progress of new program developments and infrastructure projects, using Gantt charts.
  - Staff Development & Training-Visual progress bars tracking the participation of staff in development programs.
  - CNE- Track student participation in CNE programs, along with their enrolment and course completion status.

*There will be a need to develop a mobile-based android application for the inspection process.*

*(For more details of the Institute Dashboard refer to Page 4, Annexure 2)*

#### **4. Nursing Council Dashboard**

##### **(i) User Authentication and Profile Management**

- Sign-Up and Sign-In Functionality: Allow the council to register by creating a new account, with email verification and password setup.
- Login Page: Login with username, password, and CAPTCHA verification.
- Password Recovery: Links for users to reset forgotten passwords, with email verification for security.

##### **(ii) Dashboard Overview**

(a) Top Navigation Bar: Key sections include Home, About Us, Notifications, Search Bar, and Help.

##### **(b) Left side Navigation Bar**

- Profile- Manage account details, credentials, and settings.
- Institute Management- Manage details of institutes and students.
- Inspections- Manage upcoming and past inspections with tracking of compliance issues and outcomes.
- Documentation- Centralized document management for policies, forms, and regulations.
- Examination Section (ANM & GNM)- Manage examination-related processes, including mark sheet verification, admit card issuance, marksheet Issuance and graduation certificate format.
- Financial Overview- Access and manage financial reports.
- CNE (Continuing Nursing Education)- Provide CNE hours, and approve credit points, Manage courses, course catalogues, and student certifications.
- Events and Planning- Access and manage upcoming events.

(c) Main content area

- Quick Stats- Number of active institutions, their status, type, compliance levels, and student numbers; Geographical distribution of registered nursing professionals; Interactive map showing all institutes.
- Inspection Schedule- Overview of upcoming inspections, including the number of scheduled inspections, locations, and any critical issues identified from previous inspections; Compliance Tracker showing the progress of resolving compliance issues identified in previous inspections.
- Faculty Distribution- Displays the distribution of faculty by department and qualification using pie charts.
- Upcoming Events- Information on upcoming events.

*(For more details of the Nursing Council Dashboard refer to Page 3, Annexure 2)*

**5. University Quality Assurance (QA) Component**

University Functions

**A. Institute Affiliations Process Management:**

- The university platform should allow institutions to apply for university affiliation after receiving their Nursing Council affiliation.
- The process should include document uploads, status tracking, and communication features.
- **QA:** Ensure that all the applications follow standardized QA protocols, with validation at each step.

**B. Inspection Management:** Track inspections and approvals, assign inspectors, and generate reports on institutions that have completed the QA process.

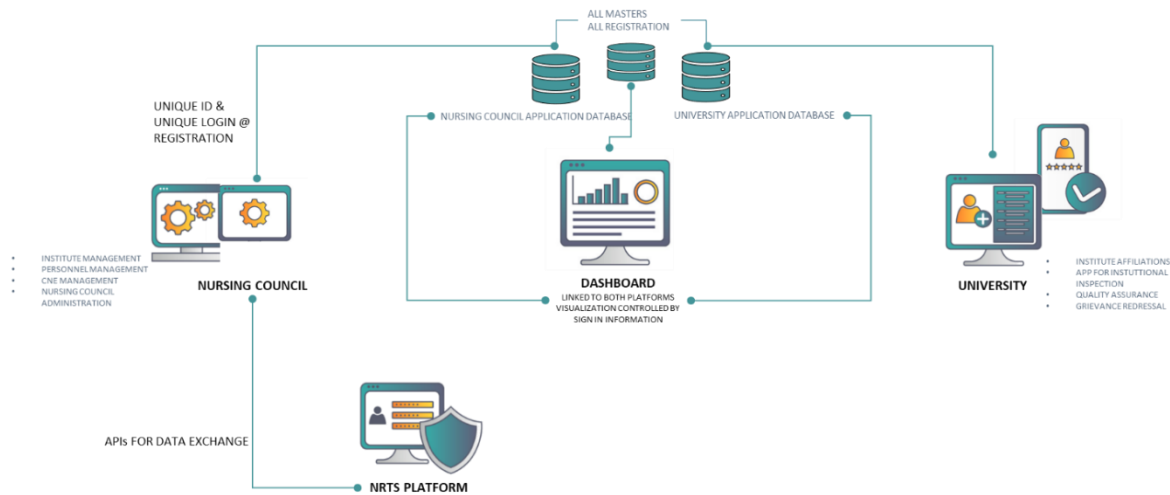
**C. App for Institutional Inspection:**

- The platform will have an app that facilitates the inspection of institutions.
- **QA:** Ensure that the inspection process adheres to regulatory standards and that data integrity checks are performed for each submission.

**D. Grievance Redressal:**

- There should be a dedicated grievance redressal module allowing institutions to raise concerns or appeals regarding their affiliation or registration process.
- **QA Measures:** Ensure the platform provides transparency in grievance tracking and timely resolution, adhering to QA policies.

**SYSTEM INTERACTIONS**



Each nursing college will be assigned a unique ID and login credentials at the time of registration on the Nursing Council platform. These credentials will be used across the Nursing Council and University portals, ensuring seamless access.

A **common dashboard** will be implemented. This dashboard will provide an integrated view, allowing colleges, the Nursing Council, and the University to access relevant data.

The **Nursing Council database** and the **University database** will be interconnected. This integration will ensure the creation of a unified **master data repository**, which will store all registration information and institutional data, allowing both platforms to reference and update the data in real time.

## 6. Continuing Nursing Education (CNE) and Learning management system (LMS)

### A. Council

- a. Provide CNE Hours
  - Allocate CNE hours (REFERENCE DOC: INC GUIDELINES DOC);
  - Update the CNE hours if there are changes
- b. Approve CNE credit points
  - Review and approve applications for CNE credit points from institutions.
  - Appoint observers for approved programs.
  - Receive observer reports post-inspection,
  - Receive the institute's report (including the no. of participants with their RN/RM no., within 48 hours of program completion)
  - The council is also supposed to post the details of the program on the website so that professionals from across the state can view and participate.
- c. Course management
- d. Documentation

*(For more details of the CNE council dashboard refer to page 6 of Annexure 2)*

### B. Nursing Professional

- a. Enrol in free online courses offered by Assam Nursing Council (ANC)
- b. Track credit points

*The nursing professional's dashboard will be automatically updated with earned CNE credit points upon course completion.*

(For more details of CNE LMS Dashboard for the Nursing Professional refer to page 7 of Annexure 2)

C. Institute

- a. Apply for CNE program approval.
  - Complete application form
  - Submit program and facilitator information.
- b. Upload participants details
  - Submit participants details with their RN/RM within 48 hours of completion

(This is included in the Institute dashboard itself, Page 4 Annexure 2)

## 7. Examination Section Flow for ANM and GNM

A. Institute Responsibilities

- i. Internal Marks Submission: Collect internal assessment marks and final examination marks of students.
- ii. Upload Marks: Log in to the Institute dashboard; Navigate to the "Examination ANM and GNM" section; Upload the internal/ final marks for each student.
- iii. Address Queries: Address any queries or discrepancies raised by the Council during verification.
- iv. Download Transcription Certificate.

B. Council Responsibilities

Council members log in to the Council Dashboard and go to Examination section (ANM and GNM), and can perform the following:

- i. Marks Verification and approvals.  
Navigate to the "Marks Verification" section; Review and verify the internal and final marks uploaded by the institute; If discrepancies are found, raise queries to the institute for clarification; Approve verified marks once discrepancies are resolved.
- ii. Admit Card Issuance  
Navigate to the "Admit Card Issuance" section; Generate admit cards for students based on verified marks and student details; Make admit cards available for the institute to download from their dashboards.
- iii. Marksheet Issuance  
Navigate to the "Marksheet Issuance" section; Generate marksheets for students based on verified marks; Make marksheets available for institutes to download from their dashboards.
- iv. Transcription Certificate Format (The council shall create a standardized format for transcription certificates)  
Upload the format to the " Transcription Certificate Format" section of the portal.  
Ensure that institutes can download the Transcription Certificate format from the portal.

## Technical Specifications

### 1. User Classes and Characteristics

The main user classes of the portal are:

- Nursing Professionals and Nursing Students: These are the Nurses, Midwives, ANMs, Health Visitors and nursing students who want to register themselves and obtain registration credentials. They can access the portal to view and update their profile, apply for registration, verify their certificates, apply for renewal of registration, view the recognized nursing institutions and

courses, access the online services for students, file complaints and grievances, and view the reports and statistics on the nursing education and services in the state.

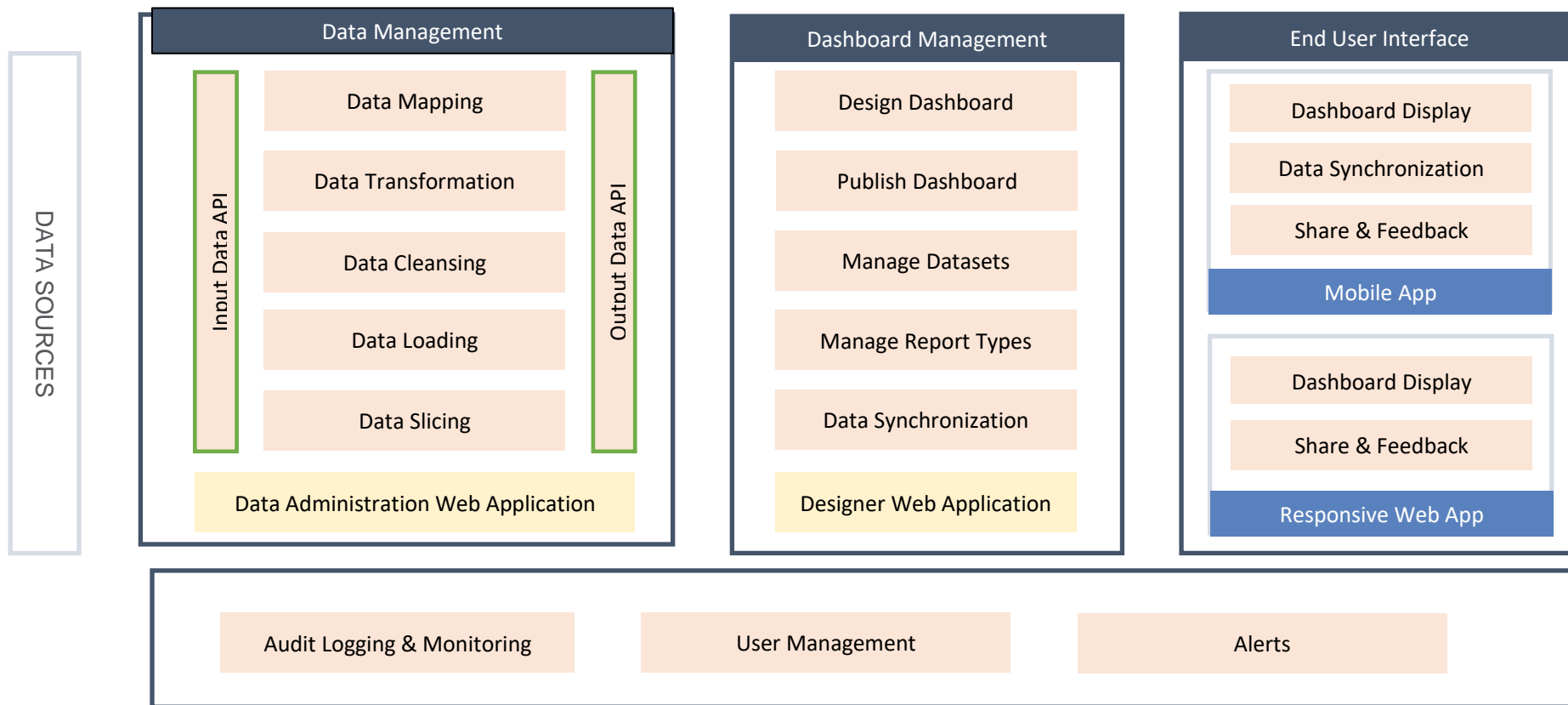
- **Nursing Institutions:** These are the nursing institutions who are applying for the recognition as per the regulations and standards set by the INC and the ANC. They can access the portal to apply, view and update their profile and application.
- **State Nursing Council:** These are the authorized entities that can verify the credentials and certificates of the registered nursing professionals. They can access the portal to view and verify the registered nursing institutions and professionals and their details, and verify their biometric data and certificates.
- **University:** The university platform plays a key role in the Quality Assurance (QA) of affiliated nursing institutions. After the State Nursing Council grants affiliation, the university ensures compliance with standards by managing the Institute Affiliations Process. The QA component ensures that each application follows standardized protocols, and inspections are tracked, assigned, and reported. Furthermore, the university platform facilitates grievance redressal, with QA measures ensuring transparency in tracking and resolving grievances promptly.
- **Administrator:** This is the person who has the authority and responsibility to manage and maintain the portal. All the fields will be dynamic and the administrator can access the portal to add, modify, or delete the data of the portal, recognize or revoke the recognition of nursing institutions, regulate and act against malpractice and professional misconduct, resolve complaints and grievances, and generate reports and statistics on the nursing education and services in the state. The system should allow the Admin to manage user access by providing login rights to different users with role-based access control for the Council dashboard.

## **2. Design and Implementation specifications**

**The portal will have the following design and implementation specifications:**

- The portal must comply with the INC and ANC regulations and standards to recognise nursing institutions and register nursing professionals.
- The portal must ensure the privacy and security of all data entered the system. The portal must use encryption, authentication, authorization, and other security measures to protect the data from unauthorized access, modification, or deletion.
- The portal must be user-friendly and easy to navigate. The portal must use a consistent and intuitive user interface design that follows the best practices and guidelines for web usability and accessibility.
- The portal must be scalable and adaptable. The portal must be able to manage the increasing number of users and data.

- **Functional Architecture**



**Proposed Technology**

- Application- Web Project and native Android mobile application
- Development Platform- .Net Core 8.0
- Front-end- HTML, HTML 5, Bootstrap 5, Apex Chart
- Back-end- C#, .Net core 8
- Database- MS-SQL Server Version 19 / No SQL
- APIs- JSON

**2. Project Delivery Milestones**

1. Development phase- 6 months from the date of signing the contract.
2. Maintenance phase- Will start after final submission of the development phase

Note: The Council reserves the right to extend the maintenance contract for up to 10 years, during which the development agency may be permitted to alter at a negotiated rate.

<b>Project Delivery Milestones</b>			
<b>Phase</b>	<b>Milestone</b>	<b>Description</b>	<b>Deliverables</b>
<b>Project Initiation</b>	Contract Signing		Signed Contract
<b>Development Phase</b>	Requirements Gathering & Analysis	Develop system architecture diagrams and data flow models.	Submission of SRS and FRS System Architecture Diagrams
	UI/UX Design	Develop low-fidelity wireframes for core functionalities. Gather feedback on the wireframes. Develop high-fidelity mock-ups for user interface design.	Approved UI/UX Design Wireframes and Mock-ups.



	Set up master data and user management	Set up hierarchical data and role management	Set up super admin, admin can create users to manage master data and platform functionality
	API / Dashboard Documentation	Create detailed API documentation for web/ mobile application and dashboard. Documentation for payment gateway integration	API Documentation Third party integration (Payment gateway) document
	Quality Assurance Testing	Conduct functional testing to ensure platform functionalities meet the client requirements. Conduct usability testing to identify any user interface issues. Conduct performance testing to measure platform scalability and speed.	Test cases results reports
	User Acceptance Testing (UAT)	The client team tests the platform. User Training Materials	UAT test reports User feedback documentation
	Security Audit	Engage a third-party security auditor empanelled with cert-in agency	Final Security Audit certificate with no vulnerabilities

	Deployment Planning	Deploy platform to production environment	* Deployment on SDC (State data centre)/ GCC (Government cloud) servers *
	Development Sign-off and handover. GO LIVE (all modules)	Thorough documentation, including a technical guide, to the client.	Handover documentation along with a technical guide. Capacity building and Knowledge Transfer to all defined levels and audience. Client approval of final deliverables and project completion
<b>Maintenance Phase</b> (3 Years from rollout completion)	Post-Rollout Support	Provide development and maintenance support for the developed platform.	Setting up a Help Desk with contact details and an escalation matrix. Issue/feedback tracker. Technical report for issue resolution. Report on security patches. Submission of the detailed monthly report consisting of the following information (but not limited to): Issue raised, Ticket number, Reported by, Date of issue receipt, Date of issue resolution, Issue type, and any relevant details.

**Human Resource Details**

<b>Human resources requirement</b>	<b>Eligibility criteria</b>	<b>Man-months</b>	<b>Roles and responsibilities</b>
Program Manager	<p>c. BE / B Tech with a minimum of 10 years' experience.</p> <p>d. Should have a minimum of 6 years of experience in a similar role.</p>	<ul style="list-style-type: none"> <li>• 6 (1 person Full time effort (FTE) for 6 months)- Development phase</li> <li>• 9 (1 person 0.25 FTE for 36 months)- Maintenance phase</li> </ul>	<ol style="list-style-type: none"> <li>i. Lead project management activities, including technical resource planning, gap assessments, and project implementation alignment with objectives.</li> <li>ii. Oversee stakeholder engagement for requirement identification, issue escalation, and prompt resolution.</li> <li>iii. Ensure end-to-end project delivery and adherence to timelines.</li> <li>iv. Coordinate with stakeholders, provide regular appraisals, and support project review activities.</li> <li>v. Lead capacity-building sessions, identify operational gaps, and ensure requirements gathering aligns with user needs.</li> <li>vi. Oversee application integration with other systems and applications, ensuring interoperability.</li> <li>vii. Drive the adoption of new technologies and best practices tailored to project needs.</li> <li>viii. Document project challenges and collaborate on feasible solutions.</li> <li>ix. Manage change logs, and lead user acceptance testing to ensure application stability before release.</li> <li>x. Monitor application usage, bug reports, and feature requests for continuous improvement.</li> <li>xi. Ensure delivery of all relevant project documentation.</li> <li>xii. Establish knowledge management practices and support knowledge transfer and training within the team.</li> </ol>
Solution	c. BE / B	4 (1 FTE for 4 months)-	i. Develop the architecture

<b>Human resources requirement</b>	<b>Eligibility criteria</b>	<b>Man-months</b>	<b>Roles and responsibilities</b>
Architect	<p>Tech with a minimum of 10 years' experience</p> <p>d. Should have a minimum of 6 years of experience in a similar role.</p>	Development phase)	<p>roadmap for the project, aligning technical resources with design and integration requirements.</p> <ul style="list-style-type: none"> <li>ii. Identify and mitigate architectural and operational gaps, assessing system needs and potential scalability challenges.</li> <li>iii. Estimate resource and infrastructure needs to meet application goals and maintain performance.</li> <li>iv. Design and document the architecture blueprint, specifying requirements for secure and scalable solutions.</li> <li>v. Coordinate with stakeholders to align technical requirements and design solutions for effective project implementation.</li> <li>vi. Facilitate interoperability and integration with external systems, leveraging API design and data flow management.</li> <li>vii. Evaluate emerging technologies and advise on suitable solutions to enhance project effectiveness.</li> <li>viii. Identify challenges in system design and propose alternative architectural solutions as needed.</li> <li>ix. Oversee code and infrastructure changes, managing version control, and ensuring compliance with testing protocols.</li> <li>x. Monitor system performance metrics, debug issues, and suggest optimizations for improved application stability.</li> <li>xi. Document all architectural specifications, ensuring traceability of design decisions.</li> <li>xii. Facilitate capacity building by documenting architectural knowledge, enabling knowledge transfer within the development team.</li> </ul>

Human resources requirement	Eligibility criteria	Man-months	Roles and responsibilities
Web & mobile developer	<p>d. BE / B Tech / MCA</p> <p>e. Minimum 6 years of experience in software development in a similar role.</p> <p>f. Minimum 3 years of experience as Systems Analyst / Architect in IT project</p>	<ul style="list-style-type: none"> <li>• 36 (6 persons FTE for 6 months)- Development phase.</li> <li>• 9 (1 person 0.25 FTE for 36 months)- Maintenance phase</li> </ul>	<p>i. Design, Architect, Develop platform and allied application back end.</p> <p>ii. Develop and maintain an intermediate solution to enhance synchronization of mobile services.</p> <p>iii. Develop and enhance the framework for queuing and caching of mobile request.</p> <p>iv. Develop and design the server-side database to store data from a mobile application.</p> <p>v. Design, develop and enhance reports on the analytic platform as per Client requirements.</p> <p>vi. Develop and modify microservices as per requirements and create new services if needed.</p> <p>vii. Adopt new and emerging technologies to provide solutions that meet the Client needs.</p> <p>Will translate the Client requirements into suitable solution architecture</p>
DBA/ Analytic developer	<p>e. BE / B Tech with a minimum of 7 years' experience</p> <p>f. Should have a minimum of 5 years of experience in a similar role.</p> <p>g. DBA Certificate</p>	<ul style="list-style-type: none"> <li>• 8 (2 persons FTE for 4 months)- Development Phase</li> <li>• 9 (1 person 0.25 FTE for 36 months)- Maintenance Phase</li> </ul>	<p>i. Core SQL, MariaDB and MySQL Enterprise monitoring.</p> <p>ii. Extensive work experience on query optimization, script optimization, other related optimization tools and techniques including Performance monitoring.</p> <p>iii. Design and create database objects such as data table structures, stored procedures, views, Triggers, reports, Database Administration, Configuration, Maintenance and Support.</p> <p>iv. Data migration, backup, restore &amp; recovery, resolving performance issues, blocking and deadlocks.</p> <p>v. Implement and Monitor 2-Node Active\Passive SQL Clustering to provide High Availability for mission critical projects, database mirroring, replication and log shipping.</p> <p>vi. Implement and maintain security</p>

Human resources requirement	Eligibility criteria	Man-months	Roles and responsibilities
			<p>and integrity controls including backup and disaster recovery strategies for document management system and MySQL databases.</p> <p>vii.Create alerts and notifications, operator, Database mail configuration for system errors, insufficient resources and fatal database errors.</p> <p>viii.Able to handle large database (more than 1 TB)</p> <p>ix.Integrated MySQL with Windows Active directory security for database/table level permissions</p> <p>x.Conduct research and make recommendations on database products, services, protocols, and standards in support of procurement and development efforts.</p> <p>xi.Coordinate and work with other technical staff to develop relational databases and secondary databases, identify inefficiencies in current databases and investigate solutions.</p> <p>xii.Diagnose and resolve database access and security issues.</p> <p>xiii.Plan and execute data migrations between different database systems.</p> <p>xiv.Develop, implement, and maintain change control and testing processes for modifications to databases. Ensure all database systems meet business and performance requirements.</p> <p>xv.Creating and scheduling Jobs in MySQL, ETL, deploy SQL patches, Perform Data Migration Activity. • Coordination with respective Vendors</p>
QA Engineer/	b. Bachelor's degree	4 (2 FTE for 2 months)- Development phase	i.Responsible for the analysis of functional business and system

<b>Human resources requirement</b>	<b>Eligibility criteria</b>	<b>Man-months</b>	<b>Roles and responsibilities</b>
Tester cum trainer	h. Minimum 2 years of experience in the performance testing engineering		<p>requirements to develop test scenarios and test conditions (interface and back end systems and applications)</p> <p>ii. Consult development and functional analysts in the creation and execution of test plans to ensure that new and revised systems meet defined user needs.</p> <p>iii. Develop and execute manual and automated testing plans for software applications to successfully and consistently enable delivery of high-quality standards</p> <p>iv. Execute test plans using standard testing methods, tools and objectives. Document test plan results and report testing activity status to team lead</p> <p>v. Assist with creating documentation such as test plan management, use case, test scenarios. Evaluate, test and troubleshoot software repeatedly in order to detect errors, bugs and recommend bug fixes</p> <p>vi. Work with Agile teams of developers, analysts, QA staff and business stakeholders to plan and execute automated tests.</p>
UI / UX Developer	<p>d. Bachelor's degree</p> <p>e. Minimum 4 years of experience in the UI / UX development</p> <p>f. Minimum 2- 3 years of design research experience in managing all stages of research,</p>	12 (2 FTE for 6 months)- Development Phase	<p>i. Gather and evaluate user requirements in collaboration with product managers and design researchers.</p> <p>ii. Develop an understanding of the end-users through secondary and primary research. Generate user personas and user scenarios.</p> <p>iii. Develop interaction flows, UI mock-ups, and low-fidelity prototypes, with an understanding of the technical feasibility of the prototypes.</p> <p>iv. Prepare and present designs, wireframes, and prototypes to internal teams and key</p>

Human resources requirement	Eligibility criteria	Man-months	Roles and responsibilities
	Planning, data analysis and UI design.		<p>stakeholders.</p> <p>v. Deliver design solutions to stakeholders, defend design decisions, and incorporate feedback into the design cycle.</p> <p>vi. Identify and troubleshoot UX problems.</p> <p>vii. Collaborate cross-functionally with Program officers, Engineers, &amp; Program Managers and Researchers to overcome various challenges and prioritize user experiences.</p> <p>viii. Identify new research methods, tools, and techniques to use improve our processes and solutions.</p> <p>ix. Delivered all aspects of design, from defining user needs to delivering concepts, prototypes and UI specifications</p>
Devops Engineer	<p>c. Bachelor's degree</p> <p>d. Minimum 4 years of experience in the Devops</p>	18 (0.5 FTE for 36 months)- Maintenance phase	<p>i. Building and implementing new development tools and infrastructure</p> <p>ii. Understanding the needs of stakeholders and conveying them to developers</p> <p>iii. Deploy updates and fixes and provide Level 2 technical support.</p> <p>iv. Working on ways to automate and improve development and release processes.</p> <p>v. Testing and examining code written by others and analysing results.</p> <p>vi. Ensuring that systems are safe and secure against cybersecurity threats.</p> <p>vii. Identifying technical problems and developing software updates and fixes</p> <p>viii. Working with software developers and software engineers to ensure that development follows established processes and works as intended.</p> <p>ix. Planning projects and being involved in project management</p>



<b>Human resources requirement</b>	<b>Eligibility criteria</b>	<b>Man-months</b>	<b>Roles and responsibilities</b>
			decisions.

### Payment milestones

#### 1. For Development Phase

<b>S no.</b>	<b>Development phase milestones</b>	<b>Payment</b>
1	Approval of SRS (Software Requirements Specification) and FRS (Functional Requirements Specification)	15%
2	Completion of Backend Architecture including DB schema and Recognition of Nursing Institutions and Registration of Nursing Professionals and Nursing Students module	15%
3	Completion of Institute Management System and Nursing Council Management System Module	15%
4	Completion of University Quality Assurance (QA) Component and Continuing Nursing Education (CNE) and Learning Management System (LMS) development	15%
5	Completion of Examination Module for ANM & GNM Courses	15%
6	User Testing, User Acceptance Testing (UAT), Final Submission of the Platform and Report	10%
7	GO LIVE (all modules)	15%

*Note: Activities within the development phase will need to run concurrently to ensure completion within the six-month timeframe.*

#### 2. For Maintenance Phase

Maintenance payments will be made quarterly to the development agency over a 3-year period, with the total maintenance cost distributed equally across twelve quarters. Each payment will be subject to quarterly review and approval based on the development agency's maintenance performance, adherence to the SLA, and successful completion of scheduled maintenance activities.

## Governance Plan

### i. Project Overview

#### Project Name: Development of Nursing Data Management Portal for the Assam Nursing Council

- Entities Involved:
  - o Assam Nursing Council (Grant Provider)
  - o Hired Agency

### ii. Project Governance Structure

Entity	Responsibility
Assam Nurses' Midwives' Health Visitors Council	Strategic oversight
	Decision-making on major project changes
	Stakeholder management
	Governance Management
Agency	Project delivery
	Team management
	Resource allocation
	Project planning and execution
	Reporting

### iii. Meetings

#### A. Project Management

- Frequency: Once in a week
- Mandatory Participants
  - o From Council- President & Registrar
  - o From agency- Project Manager and team
- Agenda:
  - o Project status updates at overall level
  - o Task status updates on micro plan
  - o Performance metrics and monitoring findings review
  - o Performance testing status including identification of performance bottlenecks
  - o Strategies for improvement
  - o Technical Concerns
  - o Issues and risks discussion
  - o Escalation items
- MOM:
  - o To be documented and shared on the same day of the call.

*(The MOM will discuss the key points and action items with responsibility).*

#### B. Project Technical Call

- Frequency: Once in a week
- Mandatory Participants
  - o From Council- President & Registrar
  - o From agency- Project Manager and team
- Agenda:
  - o Performance metrics and monitoring findings review
  - o Performance testing status including identification of performance bottlenecks
  - o Technical Concerns
  - o Issues and risks discussion
  - o Escalation items

- MOM:
  - o To be shared on the same day of the call.

*(The MOM will discuss the key points and action items with responsibility).*

#### C. Project Coordination Call

- Frequency: Once in a week
- Mandatory Participants
  - o From Council- President & Registrar
  - o From agency- Project Manager and team
- Agenda:
  - o Preparatory call for Project Management Weekly call
  - o Discuss and align on all agenda to be presented.

- MOM:
  - o To be shared on the same day of the call.

*(The MOM will discuss the key points and action items with responsibility).*

#### D. Internal Project Coordination Call

- Frequency: Once in a week
- Mandatory Participants
  - o From Council- President & Registrar
  - o From agency- Project Manager and team
- Agenda:
  - o Update on planned weekly tasks
  - o Issues and Escalations
  - o Project Tracking

- MOM:
  - o To be shared on the same day of the call.

*(The MOM will discuss the key points and action items with responsibility).*

#### E. Executive Governance Meeting

- Frequency: Once in a week
- Mandatory Participants
  - o From Council- President & Registrar
  - o From agency- Project Manager and team
- Agenda:
  - o Overall Project Status
  - o Risks and Stakeholder Coordination
  - o Formal Executive Summary
  - o Formal Executive Reporting if any is required.

- MOM:
  - o To be shared on the same day of the call.

*(The MOM will discuss the key points and action items with responsibility).*

#### F. Project Meetings

- Frequency: SOS
- Mandatory Participants
  - o From Council- President & Registrar
  - o From agency- Project Manager and team

- Agenda:
  - o Any issues that may arise during the execution of the project.
- MOM:
  - o To be shared on the same day of the call.

*(The MOM will discuss the key points and action items with responsibility).*

#### **iv. Escalation Matrix**

##### ***Levels of Escalation:***

- **Level 1:** Email from Council Project Lead to Agency Project Lead
- **Level 2:** Follow-up call to Agency Project Lead with reminder email.
- **Level 3:** Email escalation to both Council Project Lead and Agency Project Owner.

##### ***Escalation Process:***

1. **Identify the Issue:** Determine the nature of the issue and classify accordingly.
2. **Initial Notification:** Send an issue notification via email (Level 1). A resolution timeline (minimum acknowledgment and response) is expected within 1 working day or sooner if pre-agreed.
  - o If unresolved, Agency Project Lead must reply within 2 working days or within a pre-informed timeline, whichever is earlier.
  - o If still unresolved, escalate the issue via email directly to both Council Project Lead and Agency Project Owner.
  - o Acknowledgment and response from both are required within 4 working hours.

#### **Escalation Matrix for Project Risk/Issue Mitigation – Council-Agency**

##### ***Levels of Escalation:***

- **Level 0:** Reminder of pending issues 3 days in advance of the timeline by Council Project Lead.
- **Level 1:** Follow up call to the Agency Project lead with reminder email.
- **Level 2:** Email escalation to both Agency Project Owner and Agency Project Lead.

##### ***Escalation Process:***

1. **Reminder Notification:** Council team lead sends a reminder of the due task to the Agency Project Lead.
2. **Issue Notification:** If the timeline is not met, inform the issue over email. A resolution timeline (minimum acknowledgment and response) is expected within 1 working day or pre-informed.
  - o If unresolved, Agency Project Lead must reply within 2 working days or within a pre-informed timeline, whichever is earlier.
  - o If still unresolved, follow up call to the Agency Project lead with reminder email.
  - o If still unresolved, escalate the issue over email directly to Agency Project Owner.
  - o Acknowledgment and response required within 4 working hours.

**Documentation and Reporting:** All escalations must be documented and reported during governance calls.

#### **v. Communication Plan**

- Folder created in OneDrive to be updated with all projects related documents and issue tracker.

- Folder documents to be updated by Agency Project Lead and the Council Project lead.
- All communication to happen only over email / during calls as indicated.
- All meetings to be followed by meeting minutes within 2 working days.
- Ad-hoc communication for urgent matters can be conducted over phone
  - o If required to be documented over email as required.

**vi. Personnel**

<b>Entity</b>
<p><b>President</b> Assam Nurses' Midwives' &amp; Health Visitors Council, Guwahati, Assam</p> <p>Registrar, Assam Nurses' Midwives' &amp; Health Visitors Council, Guwahati, Assam</p>
<p><b>Agency</b></p>

## 5. *Post implementation Support*

### i. **Maintenance of Android Application**

- **Bug Fixes:** Identify, troubleshoot, and resolve any bugs or issues reported by users or identified through monitoring tools.
- **Performance Optimization:** Regularly monitor the application's performance and implement necessary optimizations to ensure smooth and efficient operation.
- **Security Updates:** Apply security patches and updates to ensure the application remains secure against potential vulnerabilities.
- **Compatibility Updates:** Ensure the application remains compatible with new versions of Android OS and device types.

### ii. **Maintenance of .NET Application**

- **Bug Fixes:** Address and resolve any functional or technical issues in the .NET application.
- **Performance Tuning:** Monitor and optimize the application's performance to ensure high availability and responsiveness.
- **Security Patches:** Implement security updates and patches to safeguard the application from threats.
- **Compliance Updates:** Ensure the application adheres to any relevant compliance standards and regulations.

### iii. **DevOps Support**

- **Infrastructure Maintenance:** Manage and maintain the existing infrastructure to ensure it remains stable and reliable.
- **CI/CD Pipeline Management:** Maintain and optimize continuous integration and continuous deployment (CI/CD) pipelines to support smooth deployment processes.
- **Monitoring and Logging:** Implement and manage monitoring and logging solutions to proactively identify and address any issues in the system.
- **Backup and Recovery:** Ensure regular backups are performed and validate recovery processes to safeguard data integrity and availability.

### **Service Level Agreement (SLA)**

The selected vendor is expected to adhere to the following SLA requirements:

- **Response Time:** Critical issues should be responded to within 1-hour, major issues within 4 hours, and minor issues within 24 hours.
- **Resolution Time:** Critical issues should be resolved within 4 hours, major issues within 1 business day, and minor issues within 3 business days.
- **Uptime:** Ensure a minimum of 99.5% uptime for both Android and .NET applications.
- **Reporting:** Provide monthly reports detailing the support activities, issues resolved, and system performance metrics.

### **Support Team Composition**

The vendor is required to provide the following dedicated resources for this engagement:

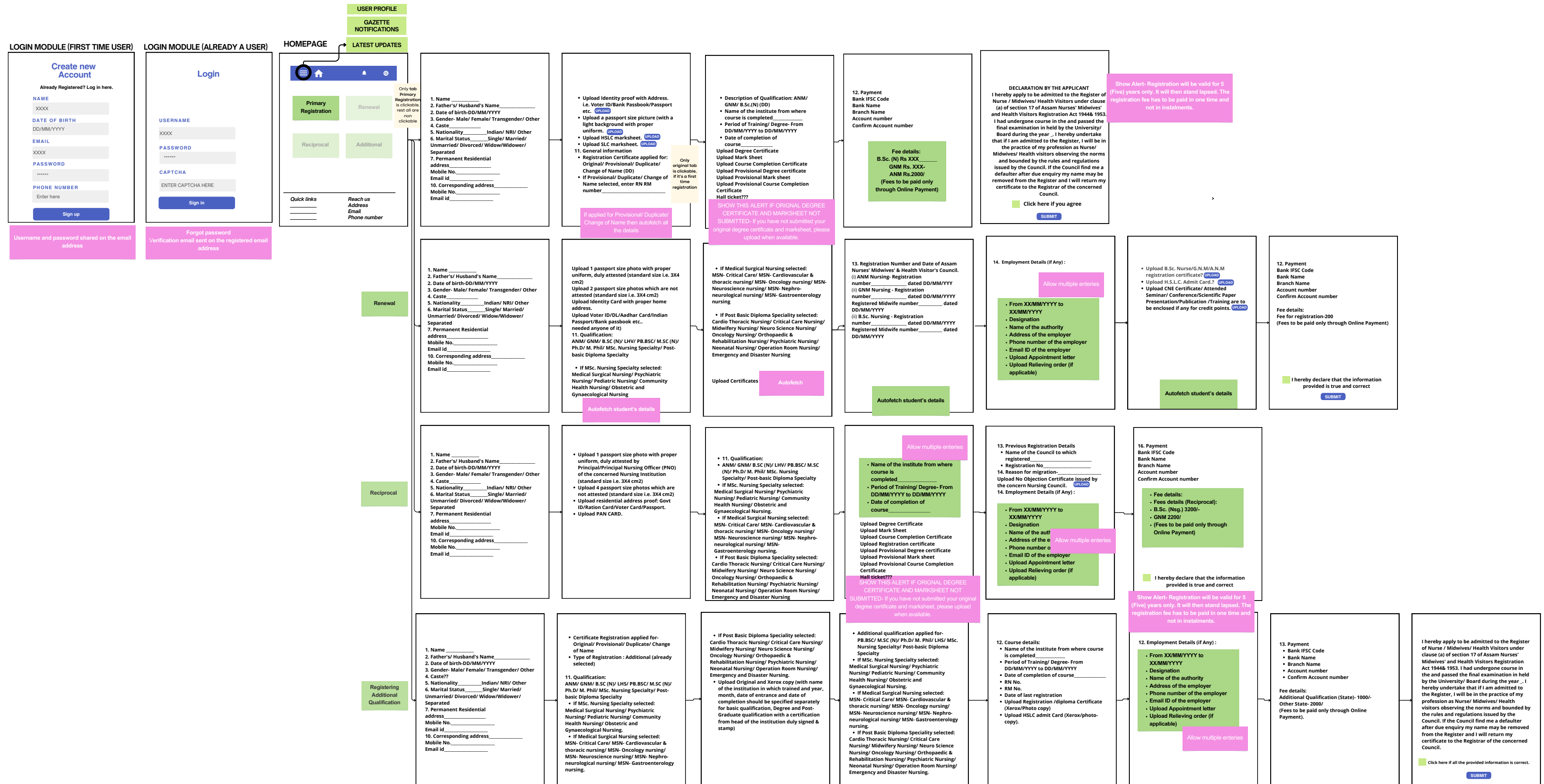
- **1 Android Developer:** Responsible for maintaining the Android application.
- **1 NET Developer:** Responsible for maintaining the .NET application.
- **1 DevOps Engineer:** Responsible for maintaining the infrastructure, CI/CD pipelines, and monitoring tools.
- **Program Manager /Coordinator:** Responsible for overall coordination. He will ensure the effective management and execution of software maintenance activities. Ensure backups are being performed on a regular schedule, especially before applying patches, updates, or major changes to the database schema. The program manager/coordinator will be deployed at the Assam Nursing Council for day-to-day coordination and handholding.

### Annexures

Annexure 1- Flow for each module; Dashboards.

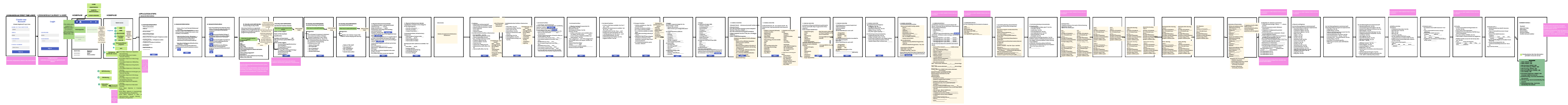
# User Flow (Nurses Registration)

User experience of the platform.





Das Projektteam



Legend:  
Green box: ...  
Yellow box: ...

# Council Dashboard

## Landing Page 1

### Login

**USERNAME**

**PASSWORD**

**CAPTCHA**

[Sign in](#)

---

**Quick links**

**Reach us**

\_\_\_\_\_

Address

\_\_\_\_\_

Email

\_\_\_\_\_

Phone number

Forgot password  
Verification email sent on the registered email address

## Landing Page 2

## ASSAM NURSING COUNCIL

[Home](#)
[About us](#)
[Notifications](#)

[Help](#)

**Navigation bar**

- Profile
- Institute management
- Inspections
- Documentation
- Examination section (ANM & GNM)
- Financial overview
- CNE
- Events and Planning

**Last login**

**Quick stats**

- Number of active institutes, pending applications, recent compliance issues.
- Geographical location of registered nursing professional (district wise)
- Icons and mini-graphs for immediate visibility.

- Geographical locations of all institutes with their status, type, and compliance levels, no. of faculties and no. of students.
- Interactive map with color-coded pins or areas (filters to refine views based on status, type, and compliance)

**INSPECTION SCHEDULE**

- Upcoming inspections, including the number of scheduled inspections, locations, and any critical issues identified from previous inspections.

(Use a summary panel with key statistics and a list of upcoming inspections, accompanied by a map visualization to show geographical locations)

- Compliance Tracker Related to Inspections-Progress on resolving compliance issues identified during inspections.

(Deploy visual progress bars or heat maps, with tooltips or expandable sections for more detailed insights into specific compliance matters)

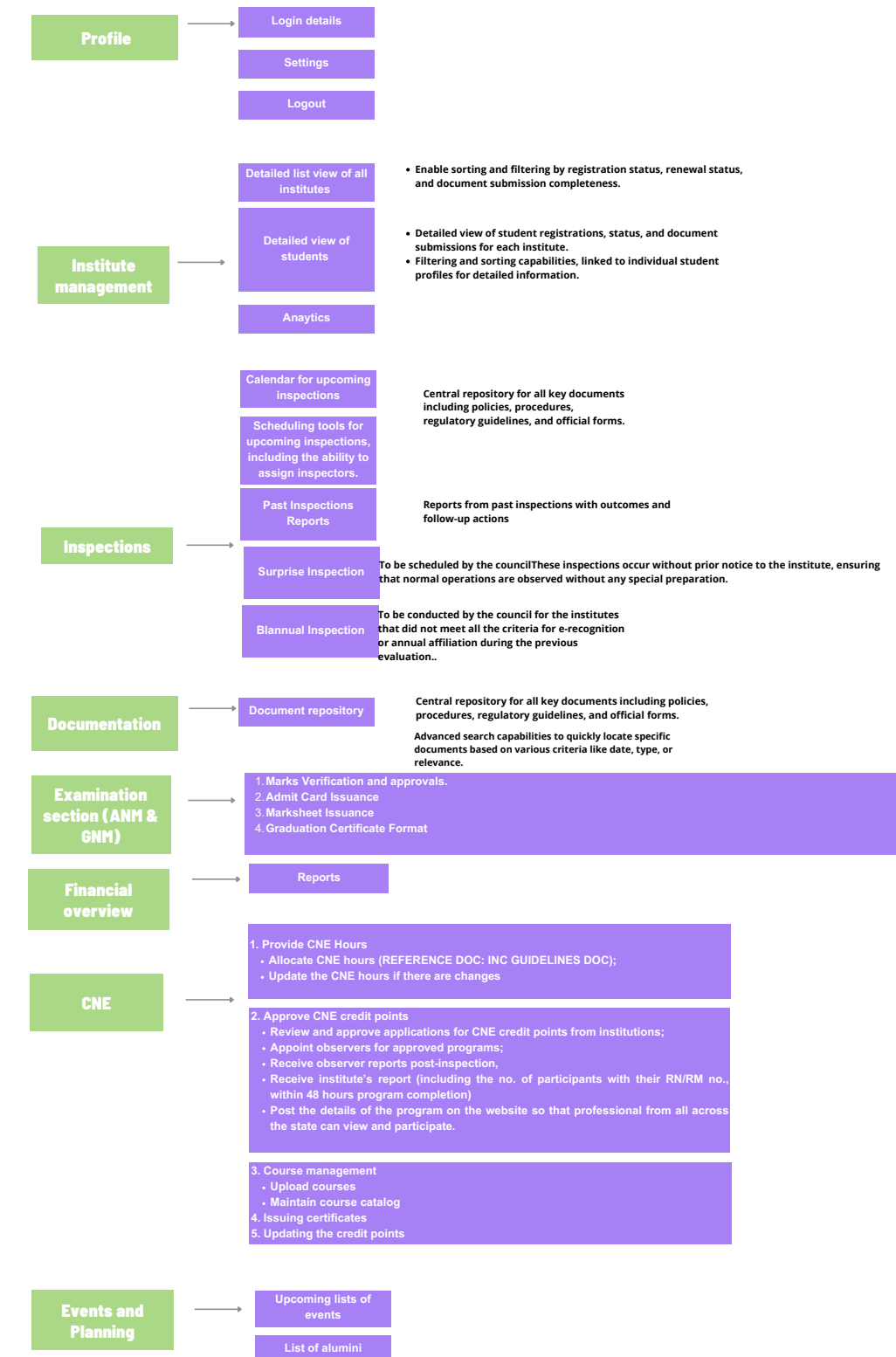
**FACULTY DISTRIBUTION**

**UPCOMING EVENTS**

*Institute wise Faculty distribution, and their level of qualification (Pie chart)*

*Information on upcoming council events, professional development workshops.*

## Navigation bar: Fields and sub-fields



# Institute Dashboard

**Landing Page 1**

**Login**

**USERNAME**  
XXXX

**PASSWORD**  
\*\*\*\*\*

**CAPTCHA**  
ENTER CAPTCHA HERE

**Sign in**

---

**Quick links**  
\_\_\_\_\_  
\_\_\_\_\_

**Reach us**  
Address  
Email  
Phone number

Forgot password  
Verification email sent on the registered email address

**Landing Page 2**

**ASSAM NURSING COUNCIL**

NURSING COUNCIL LOGO
Home
About us
Notifications

Help

**Navigation bar**

- Profile
- Courses
- Faculty
- Students
- Guidelines
- Examination section (ANM & GNM)
- Events/ conference/ workshop
- Annual Reports
- Payments
- CNE
- Help and Support

**Main content area**

INSTITUTE LOGO

Last login

<p style="text-align: center;"><b>REGISTRATION STATUS</b></p> <p>Active/Pending/Inactive (Green) (Yellow) (Red)</p>	<p style="text-align: center;"><b>COMPLIANCE TRACKER</b></p> <p>Shows progress on compliance related tasks (Progress bars/ checklists)</p>	<p style="text-align: center;"><b>INSPECTION SCHEDULE</b></p> <p>Upcoming inspections Past inspections with outcomes (Calendar)</p>
<p style="text-align: center;"><b>ENROLLMENT TRENDS</b></p> <p>Student enrollment across different courses (Line graph/ Bar chart)</p>	<p style="text-align: center;"><b>FACULTY DISTRIBUTION</b></p> <p>Faculty distribution- department wise and level of qualification (Pie chart)</p>	<p style="text-align: center;"><b>RESOURCE UTILIZATION</b></p> <p>Classrooms Labs Library Equipment (Heat map)</p>
<p style="text-align: center;"><b>EXPANSION PLANS</b></p> <p>New programs/courses Stages of development (Gantt chart)</p>	<p style="text-align: center;"><b>STAFF DEVELOPMENT &amp; TRAINING</b></p> <p>Progress of staff training program (Progress bars)</p>	<p style="text-align: center;"><b>CNE</b></p> <p>Student participation status in CNE events/conf/workshops Student enrollment and course completion status</p>

**Navigation bar: Fields and sub-fields**

- Profile**
  - Account details
  - Settings
  - Logout
- Courses**
  - Course listings
  - Schedules
  - Analytics
- Faculty**
  - Faculty lists
  - Profiles
  - Recruitments
- Students**
  - Enrollment
  - Performance
  - Records
- Guidelines**
  - Guideline repository

Central hub for accessing regulatory guidelines, best practices, and procedural manuals.
- Examination section (ANM & GNM)**
  - 1. Internal Marks Submission
  - 2. Upload Marks for each student
  - 3. Address Queries raised by the council
  - 4. Download Transcription Certificate
- Events and Planning**
  - Upcoming lists of events
  - List of alumni
- Annual Reports**
  - All Reports
- Payments**
  - Enrollment
  - Performance
  - Records
- CNE**
  - Apply for CNE program approval
  - Upload participant details post event
- Help and Support**
  - Help resources
  - Email
  - Contact us

# Nursing Professionals Dashboard

## Landing Page 1

### Login

**USERNAME**  
XXXX

**PASSWORD**  
\*\*\*\*\*

**CAPTCHA**  
ENTER CAPTCHA HERE

[Sign in](#)

---

**Quick links** **Reach us**

\_\_\_\_\_ Address

\_\_\_\_\_ Email

\_\_\_\_\_ Phone number

Forgot password  
Verification email sent on the registered email address

## Landing Page 2

Home
About us
Registration
Notifications

Help

Navigation bar

Main content area

Profile

Total credit score

Date of next renewal

Last login

My registrations

PROFILE CREDENTIALS

COMPLIANCE TRACKER

My forms

EDUCATIONAL TRACKING

EMPLOYMENT DETAILS

My certification

CNE

EVENTS PARTICIPATION

Payments

CNE

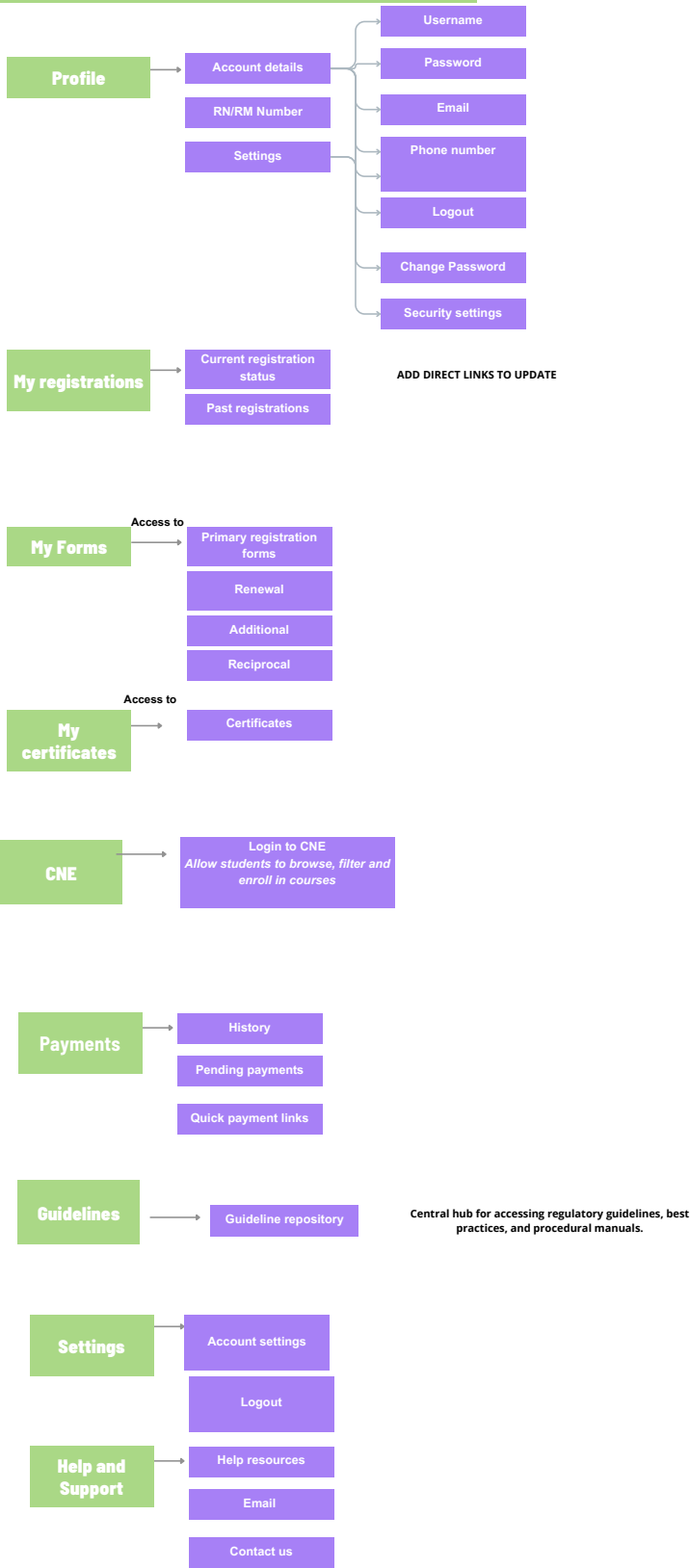
Guidelines

Settings

Help and Support

Help and Support

## Navigation bar: Fields and sub-fields



# CNE Management Dashboard (Council)

## Landing Page 1

ooo

### Login

USERNAME

XXXX

PASSWORD

\*\*\*\*\*

CAPTCHA

ENTER CAPTCHA HERE

Sign in

Quick links

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reach us

Address

Email

Phone number

Forgot password

Verification email sent on the registered email address

## Landing Page 2

NURSING  
COUNCIL LOGO

Jhpiego Institute

## ASSAM NURSING COUNCIL

Home

About us

Notifications

Search



Help

### Navigation bar

Profile

CNE Hours  
Management

CNE Credit  
Points

Course  
Management

Documentation

### Main content area



Last login

### Summary stats

- Summary card showing the total number of active courses with a trend indicator.
- Summary card showing the number of recent logins within a selected time frame (e.g., last week).
- Summary card showing the total number of active students with a trend indicator (e.g., up or down arrow).

### Detailed Analytics and Reports

- 1. Student Progress:**
  - Show completion rates per course. Each bar represents a different course. (Bar Chart)
- 2. Engagement Metrics:**
  - Display login activity trends over days, weeks, or months (Multi-line Graphs)
- 3. Enrollment Numbers:**
  - Course Name, Total Enrolled, Demographics (age, gender, region). (Columns)
- 4. Course Engagement:**
  - Course Name, Engagement Score, Number of Interactions, Average Time Spent. (Columns)

### Task that need attention

List of tasks that need attention like:  
Number of CNE applications that availing review  
Updating CNE hours  
(Display the deadline for each task, with color-coded indicators (e.g., green for tasks due in the future, yellow for tasks approaching the deadline, red for overdue tasks).



## Navigation bar: Fields and sub-fields

Profile

Login details

Settings

Logout

CNE Hours  
Management

Provide CNE Hours

- Allocate CNE hours (REFERENCE DOC: INC GUIDELINES DOC);
- Update the CNE hours if there are changes

CNE Credit  
Points

Approve CNE credit points

- Review and approve applications for CNE credit points from institutions;
- Appoint observers for approved programs;
- Receive observer reports post-inspection,
- Receive institute's report (including the no. of participants with their RN/RM no., within 48 hours program completion)
- Post the details of the program on the website so that professional from all across the state can view and participate.

Course  
Management

Upload courses

- Maintain course catalog
- Issuing certificates
- Updating the credit points

Documentation

Institute Reports

# CNE LMS Dashboard (Nursing Professional)

## Landing Page 1

**Login**

**USERNAME**  
XXXX

**PASSWORD**  
\*\*\*\*\*

**CAPTCHA**  
ENTER CAPTCHA HERE

**Sign in**

---

**Quick links**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reach us**  
Address  
Email  
Phone number

Forgot password  
Verification email sent on the registered email address

## Landing Page 2

Home
About CNE
Notifications

🔍

Help

**Main content area**

Total credit score

Date of next renewal!!

Profile

Last login

---

**COURSE OVERVIEW**

*Donut chart showing overall status of courses enrolled and completed*

*List of total number of enrolled courses*  
**1. In progress** (progress bars showing % completion status and deadlines); and  
**2. Completed**  
*(Direct links leading to the respective courses)*

*List of courses with final grades, credit points earned against each completed course*  
*(Link to download certificates)*

---

**FEATURED COURSE SECTION**

**How it works section?**

*Course thumbnail (moving list of new courses)*  
*(Enroll now)*

*Steps: 1. Sign up/Login*  
*2. Browse and enroll in course*  
*3. Get access to course, webinar and events.*  
*4. Complete course and earn certificate*  
*5. Track your credit points*

---

**TESTIMONIALS**

*eg. 'XXXX course improved my knowledge.....'*

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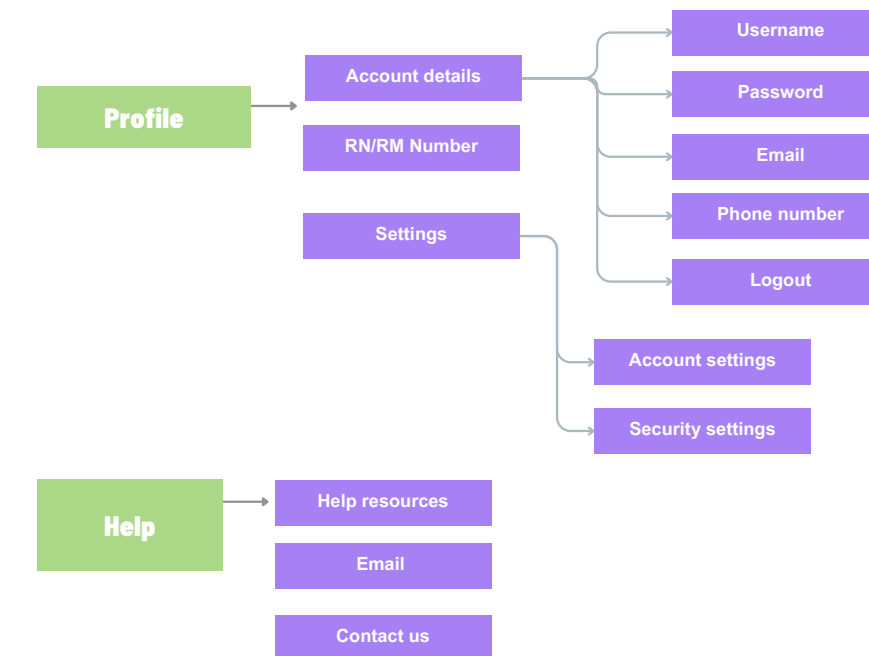
**RESOURCES**

**EVENTS PARTICIPATION**

- Access to videos, reading material etc.

*(Direct link to access resources)*

*Upcoming events/ conferences/ workshops*  
*Link to enroll in the event*  
*Event participation graphs*



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

## Section VIII -General Conditions of Contract

### Table of Clauses

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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) “Employer’s Personnel” means all staff, labor and other employees of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer to the Service provider.
- (j) “ES” means Environmental and Social, as applicable, (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH)).

- (k) “Foreign Currency” means any currency other than the currency of the country of the Employer;
- (l) “GCC” means these General Conditions of Contract;
- (m) “Government” means the Government of the Employer’s Country;
- (n) “Local Currency” means the currency of the country of the Employer;
- (o) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (p) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (q) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (r) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer
- (s) “Service Provider’s Personnel” means all personnel whom the Service Provider utilizes in the execution of the Services, including the staff, labor and other employees of the Service Provider and each Subcontractor; and any other personnel assisting the Service Provider in the execution of the Services;
- (t) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (u) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer
- (v) “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.
- (w) “Sexual Exploitation and Abuse” “(SEA)” means the following:
  - Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust,

for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

(x) “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Service Provider’s Personnel with other Service Provider’s Personnel or Employer’s Personnel;

(y) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

- 1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Employer’s Country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.
- 1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC**.

**1.7 Inspection and Audit by the Bank** Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Service Provider's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.10 (Fraud and Corruption) 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 Program showing the general methods, arrangements, order and timing for all activities. Such submission to the Employer shall include any applicable environmental and social management plan to manage environmental and social risks and impacts.

The Services shall be carried out in accordance with the approved Program as updated.

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

**2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not

complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

## **2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties and shall not be effective until the consent of the Bank or of the Association, as the case may be, has been obtained.

### **2.4.1 Value Engineering**

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 Services.

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;
- (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 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 Service Provider's 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 at all times take all reasonable precautions to maintain the health and safety of the Service Provider's Personnel employed for the execution of Services at the locations in the Employer's country where the Services are executed.

If **required in the SCC**, the Service Provider shall submit to the Employer for its approval a health and safety manual which has been specifically prepared for the Contract.

The health and safety manual shall be in addition to any other similar document required under applicable health and safety regulations and laws.

The health and safety manual shall set out any applicable health and safety requirement under the Contract,

- (a) which may include:
  - (i) the procedures to establish and maintain a safe working environment;
  - (ii) the procedures for prevention, preparedness and response activities to be implemented in the case of an emergency event (i.e. an unanticipated incident, arising from natural or man-made

hazards);

- (iii) the measures to be taken to avoid or minimize the potential for community exposure to water-borne, water-based, water-related, and vector-borne diseases,
  - (iv) the measures to be implemented to avoid or minimize the spread of communicable diseases; and
- (b) any other requirements stated in the Employer's Requirements.

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.

The Service Provider shall require that its Subcontractors execute the Services in accordance with the Contract, including complying with applicable ES requirements and the obligations set out in GCC Sub-Clause 3.12.

## **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 Service Provider's 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**

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

- Activities** business or professional activity that would conflict with the activities assigned to them under this Contract. The Service provider has an obligation and shall ensure that its Service Provider’s Personnel and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.3 Confidentiality** The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer’s business or operations without the prior written consent of the Employer.
- 3.4 Insurance to be Taken Out by the Service Provider** The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors’, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Service Provider’s Actions Requiring Employer’s Prior Approval** The Service Provider shall obtain the Employer’s prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),
  - (c) changing the Program of activities; and
  - (d) any other action that may be **specified in the SCC**.
- 3.6 Reporting Obligations** The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
- If specified in Appendix B, the reporting requirements shall include applicable environmental and social aspects.
- The Service Provider shall inform the Employer immediately of

any allegation, incident or accident in any locations in the Employer's country where the Services are executed, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Service Provider, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Employer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Services which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Service Provider's, its Subcontractors' and suppliers' Personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Service provider shall provide full details of such incidents or accidents to the Employer within the timeframe agreed with the Employer.

The Service Provider shall require its Subcontractors and suppliers to immediately notify the Service Provider of any incidents or accidents referred to in this Sub- Clause.

### **3.7 Documents Prepared by the Service Provider to Be the Property of the Employer**

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

### **3.8 Liquidated Damages**

#### **3.8.1 Payments of Liquidated Damages**

The Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed

the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

### **3.8.2 Correction for Over-payment**

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

### **3.8.3 Lack of performance penalty**

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

## **3.9 Performance Security**

If required as **specified in the SCC**, the Service Provider shall provide to the Employer a Performance Security for the performance of the Contract, in the amount **specified in the SCC** and no later than the date specified in the Letter of acceptance.

As **specified in the SCC**, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer; and shall be in one of the format stipulated by the Employer in the **SCC**, or in another format acceptable to the Employer.

The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

## **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**

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

### **3.12 Code of Conduct**

The Service Provider shall have a Code of Conduct for the Service Provider's Personnel employed for the execution of the Services at the locations in the Employer's country where the Services are provided.

The Service Provider shall take all necessary measures to ensure that each Service Provider's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

These measures include providing instructions and documentation that can be understood by the Service Provider's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Service Provider shall also ensure, as applicable, that the Code of Conduct is visibly displayed in locations in the Employer's country where the Services are executed as well as in areas outside the locations accessible to the local community and any project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Service Provider's Personnel, Employer's Personnel and the local community.

The Service Provider's Management Strategy and Implementation Plans, as applicable, shall include appropriate processes for the Service Provider to verify compliance with these obligations.

### **3.13 Training of Service Provider's Personnel**

The Service Provider shall provide appropriate training to its relevant personnel on any applicable ES aspects of the Contract, including appropriate sensitization on prohibition of SEA/SH.

As stated in the Employer's Requirements or as instructed by the Employer, the Service Provider shall also allow appropriate opportunities for the relevant Service Provider's Personnel to be trained on applicable ES aspects of the Contract by the Employer's Personnel and/or other personnel assigned by the Employer.

The Service Provider shall provide training on SEA and SH, including its prevention, to any of its personnel who has a role to supervise other Service Provider's Personnel.

### **3.14 Security of the Site**

**Unless stated otherwise in the SCC**, the Service Provider shall be responsible for the security at the locations in the Employer's country where the services are carried out including providing and maintaining at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the locations, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.

**If required in the SCC**, prior to the Starting Date for the commencement of Services, the Service Provider shall submit for the Employer's No-objection a security management plan that sets the security arrangements for the locations in the Employer's country where the Services are executed.

In making security arrangements, the Service Provider shall be guided by applicable laws and any other requirements that may be stated in the Employer's Requirements.

The Service Provider shall (i) conduct appropriate background checks on any personnel retained to provide security; (ii) train the security personnel adequately (or determine that they are properly trained) in the use of force (and where applicable, firearms), and appropriate conduct towards the Service Provider's personnel, Employer's personnel and affected communities; and (iii) require the security personnel to act within the applicable Laws and any requirements set out in the Employer's Requirements.

The Service Provider shall not permit any use of force by security personnel in providing security except when used for preventive and defensive purposes in proportion to the nature and extent of the threat.

### **3.15 Protection of the Environment**

As applicable, the Service Provider shall take all necessary measures to:

- i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and
- ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of

the Service Provider's operations and/ or activities.

The Service Provider shall ensure that any emissions, surface discharges, effluent and any other pollutants from the its activities shall exceed neither the values that may be indicated in the Employer's Requirements, nor those prescribed by applicable laws.

In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider's operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer.

### **3.16 Cultural Heritage Findings**

All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural, religious interest found on the locations in the Employer's country where the Services are carried out shall be placed under the care and custody of the Employer.

As soon as practicable after discovery of any such finding, the Service Provider shall give a notice to the Employer, to give the Employer the opportunity to promptly inspect and/or investigate the finding before it is disturbed and to issue instructions for dealing with it.

## **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) The Employer may require the Service Provider to remove (or cause to be removed) a Service Provider's Personnel, who:



- (i) persists in any misconduct or lack of care;
- (ii) carries out duties incompetently or negligently;
- (iii) fails to comply with any provision of the Contract;
- (iv) persists in any conduct which is prejudicial to safety, health, or the protection of the environment;
- (v) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Contract;
- (vi) has been recruited from the Employer's Personnel;
- (vii) undertakes behavior which breaches the Code of Conduct (ES), as applicable.

As appropriate, the Service provider shall then promptly appoint (or cause to be appointed) a suitable replacement with equivalent skills and experience.

withstanding any requirement from the Employer to remove or cause to remove any person, the Service provider shall take immediate action as appropriate in response to any violation of (i) through (vii) above. Such immediate action shall include removing (or causing to be removed) from the locations where the Services are carried out, any Service Provider's Personnel who engages in (i), (ii), (iii), (iv), (v) or (vii) above or has been recruited as stated in (vi) above.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### **4.3 Service Provider's Personnel**

##### Engagement of Service Provider's Personnel

The Service Provider shall make arrangements for the engagement of the Service Provider's Personnel.

The Service Provider is encouraged, to the extent practicable and reasonable, to use local labor that has the necessary skills.

Subject to GCC 5.1, the Service Provider shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all personnel to be employed for the Services into the Employer's country.

The Service Provider shall at its own expense provide the means of repatriation to all of its personnel employed for the execution of the

Services to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure.

#### Persons in the Service of Employer

The Service Provider shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

#### Labor Laws

The Service provider shall comply with all the relevant labor laws applicable to the Service Provider's Personnel, including laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Service Provider shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors.

The Service Provider shall, in all dealings with its personnel currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

#### Rates of Wages and Conditions of Labor

The Service Provider shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the Service is carried out. If no established rates or conditions are applicable, the Service Provider shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Service Provider.

The Service Provider shall inform the Service Provider's Personnel about their liability to pay personal income taxes in the Employer's country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the laws of the country for the time being in force, and the Service provider shall perform such duties in regard to such deductions thereof as may be imposed on him by such laws.

#### Facilities for Service Provider's Personnel

If **stated in the SCC and subject to GCC Sub-Clause 5.3**, the Service Provider shall provide and maintain all necessary accommodation and welfare facilities for the Service Provider's Personnel employed for the execution of the Contract at the

locations in the Employer's country where the Services are provided.

In the event of the death of any of the Service Provider's Personnel or accompanying members of their families, the Service Provider shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the SCC.

#### Workers' Organizations

In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing and to bargain collectively without interference, the Service Provider shall comply with such laws. In such circumstances, the role of legally established workers' organizations and legitimate workers' representatives will be respected, and they will be provided with information needed for meaningful negotiation in a timely manner. Where the relevant labor laws substantially restrict workers' organizations, the Service Provider shall enable alternative means for the service provider's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. The Service Provider shall not seek to influence or control these alternative means. The Service Provider shall not discriminate or retaliate against the Service Provider's Personnel who participate, or seek to participate, in such organizations and collective bargaining or alternative mechanisms. Workers' organizations are expected to fairly represent the workers in the workforce.

#### Non-Discrimination and Equal Opportunity

The Service Provider shall not make decisions relating to the employment or treatment of Service Provider's Personnel on the basis of personal characteristics unrelated to inherent job requirements. The Service Provider shall base the employment of Service Provider's Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.

Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Service Provider shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in

accordance with this Sub-Clause).

#### Forced Labor

The Service Provider, including its Subcontractors, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

#### Child Labor

The Service Provider, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Service Provider, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Service Provider including its Subcontractors, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Service Provider with the Employer's consent. The Service Provider shall be subject to regular monitoring by the Employer that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;

- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or
- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

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

- 5.1 Assistance and Exemptions** The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**
- 5.2 Change in the Applicable Law** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

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

- 6.1 Lump-Sum Remuneration** The Service Provider’s remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors’ costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price**
- (a) The price payable in local currency is **set forth in the SCC.**
  - (b) The price payable in foreign currency is set **forth in the SCC.**
- 6.3 Payment for Additional Services, and Performance Incentive Compensation**
- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
  - 6.3.2 **If the SCC so specify,** the service provider shall be paid

performance incentive compensation as set out in the Performance Incentive Compensation appendix.

**6.4 Terms and Conditions of Payment**

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

**6.5 Interest on Delayed Payments**

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

**6.6 Price Adjustment**

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

$$P_c = A_c + B_c L_{mc}/L_{oc} + C_c I_{mc}/I_{oc}$$

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

$L_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $L_{oc}$  is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.

$I_{mc}$  is the index prevailing at the first day of the month of the corresponding invoice date and  $I_{oc}$  is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a

currency other than the currency of the source of the index for a particular indexed input, a correction factor  $Z_o/Z_n$  will be applied to the respective component factor of  $p_n$  for the formula of the relevant currency.  $Z_o$  is the number of units of currency of the country of the index, equivalent to one unit of the currency payment on the date of the base index, and  $Z_n$  is the corresponding number of such currency units on the date of the current index.

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

### 6.7 Dayworks

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

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

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

## 7. Quality Control

### 7.1 Identifying Defects

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

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

(a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.

(b) Every time notice a Defect is given, the Service Provider shall

correct the notified Defect within the length of time specified by the Employer's notice.

- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

## 8. Settlement of Disputes

### 8.1 Amicable Settlement

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

### 8.2 Dispute Settlement

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

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

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

8.2.4 Unless otherwise agreed by both the Employer and the Service Provider, arbitration shall be conducted as follows:

- (a) For contracts with foreign Service Providers:

**unless otherwise specified in the SCC**; the dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce; by one or three arbitrators appointed in accordance with these Rules. The place of arbitration shall be the neutral location **stated in the SCC**; and the arbitration shall be conducted in the ruling language **stated in the SCC**;

and



(b) For contracts with national Service Providers, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

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

# 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 GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<b>1.1</b>	The words “in the Government’s country” are amended to read “in India.”
<b>1.1(a)</b>	The Adjudicator is:
<b>1.1(e)</b>	The contract name is “ <b>Hiring of agency for Design, Development, Operation and Maintenance of State Nursing Data Management Portal under AHIDMS</b> ”
<b>1.1(h)</b>	The Employer is Assam Health Infrastructure Development & Management Society (AHIDMS)
<b>1.1(o)</b>	NA
<b>1.1(q)</b>	The Service Provider is _____
<b>1.2</b>	The Applicable Law is: Republic of India
<b>1.3</b>	The language is <i>English</i>
<b>1.4</b>	<p>The addresses are:</p> <p>Attention: Project Director</p> <p>Address: Assam Health Infrastructure Development &amp; Management Society (AHIDMS), 4<sup>th</sup> Floor, Nayantara Super Market, Sixmile, Khanapara, Guwahati, Assam. PIN-781022</p> <p>Electronic mail address: pmu.ahidms@gmail.com</p> <p>Service Provider: _____</p> <p>Attention: _____</p> <p>Telex: _____</p> <p>Facsimile: _____</p>
<b>1.6</b>	<p>The Authorized Representatives are:</p> <p>For the Employer: Project Director, AHIDMS</p> <p>For the Service Provider: _____</p>
<b>2.1</b>	The date on which this Contract shall come into effect is <i>Date of signing of</i>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<i>contract</i>
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is 42 months <i>from signing of Contract</i> .
2.2.1	<p><b>Provision modified as below:</b></p> <p>Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities.</p>
2.4.1	<b>Not Applicable</b>
3.1	Health and safety manual is required.
3.15	<p><b>Provision is modified as below :</b></p> <p>3.15 Protection of the Environment</p> <p>As applicable, the Service Provider shall take all necessary measures to:</p> <ul style="list-style-type: none"> <li>i. protect the environment (both on and off the locations where the Services are executed) from damages resulting from its operations/and or activities; and</li> <li>ii. limit damage and nuisance to people and property resulting from pollution, noise and other results of the Service Provider’s operations and/ or activities.</li> </ul> <p>In the event of damage to the environment, property and/or nuisance to people, on or off the locations where the Services are carried out, as a result of the Service Provider’s operations and/or activities, the Service Provider shall agree with the Employer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Service Provider shall implement such remedies at its cost to the satisfaction of the Employer.</p>
3.2.3	Activities prohibited after termination of this Contract are: The created software & applications etc. shall be under the ownership of the employer and shall not be used/promoted/ reproduced in any other way without prior written permission from the employer. Infringement of intellectual rights.
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> <li>(i) Third Party motor vehicle: Yes</li> <li>(ii) Third Party liability: Yes</li> <li>(iii) Employer’s liability and workers’ compensation: Yes</li> </ul>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	(iv) Professional liability: Yes (v) Loss or damage to equipment and property: Yes
3.5(d)	Using of software/application etc. developed for the client
3.7	Restrictions on the use of documents prepared by the Service Provider are: The created content shall be under the ownership of the employer and shall not be used/promoted/ reproduced in any other way without prior written permission from the employer. Infringement of intellectual rights.
3.8.1	The liquidated damages rate is 0.05% per day The maximum amount of liquidated damages for the whole contract is ten percent of the final Contract Price.
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty is 5% of contract value. Lack of performance Penalty(ies) is INR_____
3.9	A Performance Security shall <i>be required</i>  If required, the Performance Security shall be in the form of: <i>a Bank Guarantee</i>  <i>the amount of the Performance Security shall be: 10% of the Contract Price including GST.</i>
3.11	<i>Deleted</i>
3.13	The Service Provider shall not submit a security management plan.
5.1	The assistance provided to the Service Provider are: 1. Project related information 2. Updates 3. Requirement  No exemptions shall be provided to the Service Provider.
6.2(a)	The amount in local currency is INR.
6.2(b)	The amount in foreign currency or currencies is Not Applicable.
6.3.2	The performance incentive paid to the Service Provider shall be: Not Applicable
6.4	Payments shall be made according to the following schedule:  The payment under this assignment shall be made, after due

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																								
	<p>acceptance of the deliverables by the society, as per the milestones detailed below:</p> <table border="1" data-bbox="418 394 1380 1255"> <thead> <tr> <th data-bbox="427 394 516 447">S no.</th> <th data-bbox="524 394 1222 447">Development phase milestones</th> <th data-bbox="1230 394 1372 447">Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="427 457 516 552">1</td> <td data-bbox="524 457 1222 552">Approval of SRS (Software Requirements Specification) and FRS (Functional Requirements Specification)</td> <td data-bbox="1230 457 1372 552">15%</td> </tr> <tr> <td data-bbox="427 562 516 730">2</td> <td data-bbox="524 562 1222 730">Completion of Backend Architecture including DB schema and Recognition of Nursing Institutions and Registration of Nursing Professionals and Nursing Students module</td> <td data-bbox="1230 562 1372 730">15%</td> </tr> <tr> <td data-bbox="427 741 516 825">3</td> <td data-bbox="524 741 1222 825">Completion of Institute Management System and Nursing Council Management System Module</td> <td data-bbox="1230 741 1372 825">15%</td> </tr> <tr> <td data-bbox="427 835 516 930">4</td> <td data-bbox="524 835 1222 930">Completion of University Quality Assurance (QA) Component and Continuing Nursing Education (CNE) and Learning Management System (LMS) development</td> <td data-bbox="1230 835 1372 930">15%</td> </tr> <tr> <td data-bbox="427 940 516 1024">5</td> <td data-bbox="524 940 1222 1024">Completion of Examination Module for ANM &amp; GNM Courses</td> <td data-bbox="1230 940 1372 1024">15%</td> </tr> <tr> <td data-bbox="427 1035 516 1161">6</td> <td data-bbox="524 1035 1222 1161">User Testing, User Acceptance Testing (UAT), Final Submission of the Platform and Report</td> <td data-bbox="1230 1035 1372 1161">10%</td> </tr> <tr> <td data-bbox="427 1171 516 1255">7</td> <td data-bbox="524 1171 1222 1255">GO LIVE (all modules)</td> <td data-bbox="1230 1171 1372 1255">15%</td> </tr> </tbody> </table> <p>Maintenance payments will be made quarterly to the development agency over a 3-year period, with the total maintenance cost distributed equally across twelve quarters. Each payment will be subject to quarterly review and approval based on the development agency's maintenance performance, adherence to the SLA, and successful completion of scheduled maintenance activities</p>	S no.	Development phase milestones	Payment	1	Approval of SRS (Software Requirements Specification) and FRS (Functional Requirements Specification)	15%	2	Completion of Backend Architecture including DB schema and Recognition of Nursing Institutions and Registration of Nursing Professionals and Nursing Students module	15%	3	Completion of Institute Management System and Nursing Council Management System Module	15%	4	Completion of University Quality Assurance (QA) Component and Continuing Nursing Education (CNE) and Learning Management System (LMS) development	15%	5	Completion of Examination Module for ANM & GNM Courses	15%	6	User Testing, User Acceptance Testing (UAT), Final Submission of the Platform and Report	10%	7	GO LIVE (all modules)	15%
S no.	Development phase milestones	Payment																							
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6	User Testing, User Acceptance Testing (UAT), Final Submission of the Platform and Report	10%																							
7	GO LIVE (all modules)	15%																							
<b>6.5</b>	<p>Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 60days in the case of the final payment.</p> <p>The interest rate is <i>based on Prime Bank lending rate of State Bank of India applicable from the date of delay.</i></p>																								
<b>6.6.1</b>	Price adjustment is Not Applicable in accordance with Sub-Clause 6.6.																								
<b>7.1</b>	The principle and modalities of inspection of the Services by the Employer are as follows: <i>Section VII – Activity Schedule</i>																								

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
	The Defects Liability Period is 12 months from the date of acceptance of any deliverables.
<b>8.2.3</b>	The Adjudicator is to be provided at the time of signing of contract, who will be paid a rate of Rs.10,000/-per 8 hourly of work. The following reimbursable expenses are recognized: <i>1. Cost of Travel 2. Food &amp; lodging expenses</i>
<b>8.2.4</b>	Rules of arbitration GCC 8.2.4 (a) <i>shall not</i> apply. GCC Sub-Clause 8.2.4 (b): <i>shall apply</i> .
<b>8.2.5</b>	The designated Appointing Authority for a new Adjudicator is Indian Council of Arbitration



## 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 foreign Personnel to be assigned to work in the Government’s country, and staff-months for each.*
  - C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government’s country.*
  - C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*
  - C-4 Same information as C-1 for Key local Personnel.*

### Appendix D - Breakdown of Contract Price in Local Currency

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

- 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 E - Services and Facilities Provided by the Employer (Not Applicable)

**Appendix G - Performance Incentive Compensation Appendix (Not  
Applicable)**

**Appendix H- CODE OF CONDUCT FOR SERVICE PROVIDER'S  
PERSONNEL**

## Section X - Contract Forms

### Table of Forms

<b>Notification of Intention to Award .....</b>	<b>137</b>
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## Notification of Intention to Award (Not Applicable)

***[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)
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]
[insert name]	[insert Bid price]	[insert evaluated price]

**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

**Period: 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:** \_\_\_\_\_

## Beneficial Ownership Disclosure Form – Not Applicable

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

*This Beneficial Ownership Disclosure Form (“Form”) is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.*

*For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:*

- *directly or indirectly holding 25% or more of the shares*
- *directly or indirectly holding 25% or more of the voting rights*
- *directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

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

**Request for Bid No.:** *[insert identification]*

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

In response to your request in the Letter of Acceptance dated *[insert date of letter of Acceptance]* to furnish additional information on beneficial ownership: *[select one option as applicable and delete the options that are not applicable]*

(i) we hereby provide the following beneficial ownership information.

### **Details of beneficial ownership**

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares  (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights  (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder

			(Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

**OR**

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

**OR**

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder”

**Name of the Bidder:** \**[insert complete name of the Bidder]* \_\_\_\_\_

**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 a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to “Bidder” in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

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



## Letter of Acceptance

*[letterhead paper of the Employer]*

*[date]*

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

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

You are requested to furnish (i) the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and (ii) the additional information on beneficial ownership in accordance with BDS ITB 45.1, within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, - Contract Forms, of the bidding document.

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

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

**or**

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

**or**

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

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

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

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

Attachment: Contract

## Form of Contract

*[letterhead paper of the Employer]*

### LUMP-SUM REMUNERATION

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

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

#### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received *[or has applied for]* a loan from the International 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 (not used)

Appendix G: Performance Incentive Compensation (not used)

Appendix H: Code of Conduct for Service Provider’s Personnel

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]*

## Performance Security

### Option 1: (Bank Guarantee)

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

*[Guarantor letterhead or SWIFT identifier code]*

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

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (  ) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

---

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

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

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

---

*[signature(s)]*

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

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

