

**UTTAR PRADESH BHUMI SUDHAR NIGAM**  
**TC/19V BHUMITRA BHAWAN, VIBHUTI KHAND,**  
**GOMTI NAGAR, LUCKNOW – 226010, U.P. (INDIA)**  
**PHONE : 0522-2720050-2720428    FAX NO.: 0522-2720416, 417**  
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**NATIONAL COMPETITIVE BIDDING FOR RAKE HANDLING, STORAGE AND  
TRANSPORTATION OF GYPSUM AND OTHER AGRICULTURE INPUTS**

BID REFERENCE	:	03/2015-16
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	04.11.2015
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	02.12.2015
LAST DATE AND TIME FOR RECEIPT OF BIDS	:	03.12.2015; 1500 hours IST
TIME AND DATE OF OPENING OF BIDS	:	03.12.2015; 1530 hours IST
PLACE OF OPENING OF BIDS	:	Uttar Pradesh Bhumi Sudhar Nigam TC/19V Bhumitra Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow- 226010, U.P. (India)
ADDRESS FOR COMMUNICATION	:	Uttar Pradesh Bhumi Sudhar Nigam TC/19V Bhumitra Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow- 226010, U.P. (India)

**NATIONAL COMPETITIVE BIDDING FOR RACK HANDLING, STORAGE AND  
TRANSPORTATION OF GYPSUM AND OTHER AGRICULTURE INPUTS**

**INVITATION FOR BIDS (IFB)**

Date : 04.12.2015

Credit No. : 4640-IN

IFB No. : 03/2015-16

1. The Government of India has received a Credit (Credit 4640 —IN) from the International Development Association in various currencies towards the cost of U.P. Sodic Lands Reclamation III project and it is intended that part of the proceeds of this credit will be applied to eligible payments under the contracts for which this Invitation for Bids is issued.
2. **The Managing Director, Uttar Pradesh Bhumi Sudhar Nigam** now invites sealed bids from eligible bidders for rake handling and transportation of gypsum and other agriculture inputs listed below.

Schedule	Brief Description	Destination/ rake point	Quantity in MT
1	Agriculture Grade Gypsum Powder and other agriculture inputs	Aligarh	9300
2	----- do -----	Etah	17500
3	----- do -----	Mainpuri	8200
4	----- do -----	Etawah	7684
5	----- do -----	Kanpur Dehat	7500
6	----- do -----	Kanpur Nagar	950
7	----- do -----	Unnao	8644
8	-----do-----	Farukhabad	9158
9	-----do-----	Kannauj	9500
10	----- do -----	Hardoi/Sitapur	14344
11	----- do -----	Raebareli	2100
12	----- do -----	Pratapgarh	976
13	----- do -----	Sultanpur	7200
14	----- do -----	Azamgarh	1561
15	----- do -----	Jaunpur /Shivpuri Varanasi	8000
16	----- do -----	Allahabad	13400
17	----- do -----	Fatehpur	3588
18	-----do-----	Lucknow/ Mohanlal Ganj	6600
19	-----do-----	Ghazipur	4000
20	.....do.....	S.R.Nagar	4000
		<b>Total</b>	<b>144205</b>

3. Interested eligible Bidders may obtain further information from and inspect the bidding documents at the office of the **Managing Director, Uttar Pradesh Bhumi Sudhar Nigam, TC/19V Bhumitra Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow- 226010, U.P. (India) from 10 AM to 5 PM** on all working days .
4. A complete set of bidding documents may be purchased by any interested eligible bidder on the submission of a written application to the above office and upon payment of a non-refundable fee as indicated below in the form of a Demand Draft/Cashier's cheque/Certified cheque in favour of **Managing Director, UPBSN**, payable at **Lucknow**.
5. The bidding document may be obtained from the office of **Managing Director, UPBSN** from 10 AM to 5 PM on all working days either in person or by post. Bid document can also be downloaded from UPBSN website -[www.upbsn.org](http://www.upbsn.org) from 04.11.2015 to 02.12.2015 and at the time of submission of bids, the price of bid document (Rs. 1000/-) will be required to paid.
  - (a) Price of bidding document : Rs. 1000/-  
(non-refundable)
  - (b) Postal charges, inland : Rs. 100/-
  - (c) Postal charges, overseas : Rs. 1000/-
  - (d) Date of commencement of sale of bidding document : 04.11.2015
  - (e) Last date for sale of bidding document : 02.12.2015
  - (f) Last date and time for receipt of bids : 03.12.2015 at 1500 hours IST
  - (g) Time and date of opening of bids : 03.12.2015 at 1530 hours IST
  - (h) Place of opening of bids : Uttar Pradesh Bhumi Sudhar Nigam  
TC/19V Bhumitra Bhawan,  
Vibhuti Khand, Gomti Nagar,  
Lucknow- 226010, U.P. (India)
  - (i) Address for communication : Uttar Pradesh Bhumi Sudhar Nigam  
TC/19V Bhumitra Bhawan,  
Vibhuti Khand, Gomti Nagar,  
Lucknow- 226010, U.P. (India)
6. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above. The bid security amount will be Rs. 10 lacs irrespective of the no. of schedules, the bidder may choose to quote. All the schedules will be evaluated separately and awarded to the lowest evaluated qualified bidder for each schedule.

7. Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
8. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
9. Prebid conference will be held on 16.11.2015 at 1500 hours IST to the address given below.
10. The address referred to above is :  
Managing Director  
U.P. Bhumi Sudhar Nigam'  
TC/19V, Bhumitra Bhawan  
Vibhuti Khand, Gomti Nagar,  
Lucknow- 226010, U.P. (India)  
Phone : 091-0522-2720050, 2720428, 2721206  
Fax No. 091-0522-2720416, 417  
E-mail- upbsn@yahoo.com

## **Part I – Bidding Procedures**

## Section I. Instructions to Bidders

### A. General

- |   |  |
|---|--|
| <b>1. Scope of Bid</b>                    | <p>1.1 The Employer, as defined in the <b>Bidding Data Sheet (BDS)</b>, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is <b>provided in the BDS</b>.</p> <p>1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date <b>provided in the BDS</b>.</p>   |
| <b>2. Source of Funds</b>                 | <p>2.1 The Borrower, as <b>defined in the BDS</b>, intends to apply part of the funds of a loan from the World Bank, <b>as defined in the BDS</b>, towards the cost of the Project, <b>as defined in the BDS</b>, to cover eligible payments under the Contract for the Services. Payments by the World Bank will be made only at the request of the Borrower and upon approval by the World Bank in accordance with the Loan Agreement, and will be subject in all respects to the terms and conditions of that Agreement. Except as the World Bank may specifically otherwise agree, no party other than the Borrower shall derive any rights from the Loan Agreement or have any rights to the loan proceeds.</p>         |
| <b>3. Corrupt or Fraudulent Practices</b> | <p>3.1 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as bidders, suppliers, and service provider and their subservice provider under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. <sup>1</sup> In pursuance of this policy, the Bank:</p> <p style="margin-left: 40px;">(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p style="margin-left: 80px;">(i) "corrupt practice"<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> |

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

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

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

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

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

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

during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

- (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a Bank-financed contract; and
- (e) will have the right to require that a provision be included in bidding documents and in contracts financed by a Bank Loan, requiring bidders, suppliers, service provider and consultants to permit the Bank to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Bank.

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

#### **4. Eligible Bidders**

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



United Nations Security Council, taken under Chapter VII of the Charter of the United Nations.

4.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Sub-Clause 3.1.

## 5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

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

(access to line(s) of credit and availability of other financial resources);

- (h) authority to the Employer to seek references from the Bidder's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed so as to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

- (a) annual volume of Services of at least the amount **specified in the BDS**;
- (b) experience as prime service provider in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be

at least 70 percent complete) **as specified in the BDS;**

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

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

- 5.6 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture's Bid. Sub service provider' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS.**

- |                              |  |
|------------------------------|--|
| <b>6. One Bid per Bidder</b> | 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a sub service provider or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified. |
| <b>7. Cost of Bidding</b>    | 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.  |
| <b>8. Site Visit</b>         | 8.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.          |

## **B. Bidding Documents**

- 9. Content of Bidding Documents**
- 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:
- |              |  |
|--------------|--|
| Section I    | Instructions to Bidders                                    |
| Section II   | Bidding Data Sheet   |
| Section III  | Bidding Forms  |
| Section IV   | Qualification Information Form                             |
| Section V    | Activity Schedule  |
| Section VI   | General Conditions of Contract                             |
| Section VII  | Special Conditions of Contract                             |
| Section VIII | Performance Specifications and Drawings<br>(if Applicable) |
| Section IX   | Contract Forms   |
- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, IV, V, and IX should be completed and returned with the Bid in the number of copies specified in the **BDS**.
- 10. Clarification of Bidding Documents**
- 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.
- 11. Amendment of Bidding Documents**
- 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the

Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

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

- 12. Language of Bid**
- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.
- 13. Documents Comprising the Bid**
- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
  - (b) Bid Security;
  - (c) Priced Activity Schedule;
  - (d) Qualification Information Form and Documents;
  - (e) Alternative offers where invited;
- and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.
- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract
- 14. Bid Prices**
- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 14.3 All duties, taxes, and other levies payable by the Service

Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.

14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

#### **15. Currencies of Bid and Payment**

15.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:

- (a) for those inputs to the Services which the Bidder expects to provide from within the Employer's country, the prices shall be quoted in the currency of the Employer's country, unless otherwise **specified in the BDS**; and
- (b) for those inputs to the Services which the Bidder expects to provide from outside the Employer's country, the prices shall be quoted in up to any three currencies of any member country of the Bank.

15.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.

15.3 Bidders may be required by the Employer to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 15.1.

#### **16. Bid Validity**

16.1 Bids shall remain valid for the period **specified in the BDS**.

16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 17 in all respects.

16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

## 17. Bid Security

17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS**.

17.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in the currency of the Employer's Country or a freely convertible currency, and shall:

- (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
- (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Employer's Country, it shall have a correspondent financial institution located in the Employer's Country to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Employer prior to bid submission;
- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1,

shall be rejected by the Employer as non-responsive.

17.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 35.

17.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or

(b) if the successful Bidder fails to:

(i) sign the Contract in accordance with ITB Clause 34;

(ii) furnish a Performance Security in accordance with ITB Clause 35.

17.6 The Bid Security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

## **18. Alternative Proposals by Bidders**

18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.

18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.

18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

18.4 When bidders are **permitted in the BDS** to submit alternative



technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS.**

**19. Format and  
Signing of Bid**

- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked “ORIGINAL.” In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as “COPIES.” In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

**D. Submission of Bids**

**20. Sealing and  
Marking of  
Bids**

- 20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES”.
- 20.2 The inner and outer envelopes shall
- (a) be addressed to the Employer at the address **provided in the BDS;**
  - (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
  - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS.**
- 20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

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

### **E. Bid Opening and Evaluation**

- 24. Bid Opening**
- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal

has been submitted pursuant to ITB Clause 23 shall not be opened.

- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

**25. Process to Be Confidential**

- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.

**26. Clarification of Bids**

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

the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

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

**27. Examination of Bids and Determination of Responsiveness**

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

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

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

**28. Correction of Errors**

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

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

with ITB Sub-Clause 17.5(b).

**29. Currency for Bid Evaluation**

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

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

or

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

**30. Evaluation and Comparison of Bids**

30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.

30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to ITB Clause 28;

(b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;

(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and

(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.

30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or

otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

30.4 The estimated effect of any price adjustment conditions under Sub-Clause 7.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

**31. Preference for Domestic Bidders** 31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

### **F. Award of Contract**

**32. Award Criteria** 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

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

- 
- 34. Notification of Award and Signing of Agreement**
- 34.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex, or facsimile confirmed by registered letter from the Employer. This letter (hereinafter and in the Conditions of Contract called the “Letter of Acceptance”) will state the sum that the Employer will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).
- 34.2 The notification of award will constitute the formation of the Contract.
- 34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the Letter of Acceptance. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.
- 34.4 Upon fulfillment of ITB Sub-Clause 34.3, the Employer will promptly notify the unsuccessful Bidders the name of the winning Bidder and that their bid security will be returned as promptly as possible.
- 34.5 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer. The Employer will promptly respond in writing to the unsuccessful Bidder.
- 35. Performance Security**
- 35.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 35.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder’s option, by a bank located in the country of the Employer or a foreign bank through a correspondent bank located in the country of the Employer, or (b) with the agreement of the Employer directly by a foreign bank acceptable to the Employer.
- 35.3 If the Performance Security is to be provided by the

successful Bidder in the form of a Bond, it shall be issued by a surety which the Bidder has determined to be acceptable to the Employer.

35.4 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 35.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

**36. Advance  
Payment and  
Security**

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

**37. Adjudicator**

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



## Section II. Bidding Data Sheet

### Instructions to Bidders Clause Reference

<b>A. General</b>	
<b>1.1</b>	<p>The Employer is Uttar Pradesh Bhumi Sudhar Nigam, TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow – 226010 (U.P.)</p> <p>The name and identification number of the Contract is 03/2015-16</p>
<b>1.2</b>	<p>The Intended Completion Date is <b>One year from date of contract and further extended one year after reviewing services of service provider total two years.</b></p>
<b>2.1</b>	<p>The Borrower is Govt. of India</p> <p>The Project is U.P. Sodic Land Reclamation III Project</p> <p>The loan/credit number is 4640-IN</p>
<b>4.1</b>	<p>All Countries are eligible for provision of Goods, Works and Services in Bank-Financed Procurement</p>
<b>5.2</b>	<p>Prequalification has not been undertaken.</p>
<b>5.3</b>	<p>The Qualification Information and documents to be submitted are as follows:</p> <ul style="list-style-type: none"> <li>(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;</li> <li>(b) total monetary value of Services performed for each of the last three years;</li> <li>(c) experience in Services of a similar nature and size for each of the last three 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;</li> <li>(d) list of major items of equipment proposed to carry out the Contract;</li> <li>(e) qualifications and experience of key site management and technical personnel proposed for the Contract;</li> <li>(f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years;</li> <li>(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);</li> <li>(h) authority to the Employer to seek references from the Bidder's</li> </ul>

	<p>bankers;</p> <p>(i) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and</p> <p>(j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price</p> <p>(k) If any government owned organization or enterprises is an applicant, then, document to show that they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer.</p>
<b>5.4</b>	Bids from Joint Ventures are not allowed
<b>5.5</b>	The qualification criteria are as follows: The bidder should be in the business of bulk material handling from railhead, transportation and storage for the minimum period of 3 years (2012-13 to 2014-15)
<b>5.5(a)</b>	The minimum required annual volume of Services covering rake handling, transportation and storage of minimum 2.0 lacs MT agriculture input/bulk material/commodities in any one of the last three years (2012-13 to 2014-15) which should be successfully completed and certificate(s) to this effect from such organizations should be attached with the bids.
<b>5.5(b)</b>	The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 02 years a contract of rake handling, transportation and storage of minimum of 1.40 lacs MT agriculture input/bulk material/commodities . A certificate to this effect from such organizations should be attached with the bids.
<b>5.5(c)</b>	The essential equipment to be made available for the Contract by the successful Bidder shall have (i) a contract with an operator who will provide minimum 50 trucks in anytime and (ii) cover storage facility for 20,000 MT of bulk material for any of the project districts. Copy of supporting documents i.e. copy of contract with the operator , proof of ownership/lease of premises should also be attached with the bids.
<b>B. Bidding Data</b>	
<b>9.2 and 19.1</b>	One original and one copy of bid are to be submitted.
<b>C. Preparation of Bids</b>	
<b>12.1</b>	Language of the bid: English
<b>13.1</b>	The additional materials required to be completed and submitted are: not applicable
<b>14.4</b>	Price will be fixed for the duration of contract.
<b>15.1</b>	Local inputs shall be quoted in Indian Rupees.

16.1	The period of Bid validity shall be 90 days after the deadline for Bid submission specified in the BDS.
17.1	The Bidder shall provide Bid Security as specified in ITB 17.2. Bid-Securing Declaration is not acceptable.
17.2	The amount of Bid Security shall be Rs 10 lacs or an equivalent amount in a freely-convertible currency irrespective of the no of schedules a bidder chooses to quote . Bid security will in the form of Bank Guarantee (issued by a scheduled Bank) or a demand draft in favor of the Employer.
18.1	Alternative bids shall not be permitted.
18.2	Alternative times for completion shall not be permitted.
18.4	Alternative technical solutions shall be permitted for the following parts of the Services: not applicable
<b>D. Submission of Bids</b>	
20.2	The Employer's address for the purpose of Bid submission is : Managing Director, Uttar Pradesh Bhumi Sudhar Nigam, TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow – 226010 (U.P.) For identification of the bid the envelopes should indicate: Contract: for Rake handling, storage and transportation under USLR IIP Bid Number: 03/2015-16
21.1	The deadline for submission of bids shall be <b>03.12.2015 at 3.00 PM</b>
<b>E. Bid Opening and Evaluation</b>	
24.1	Bids will be opened at <b>3.30 PM of the day 03.12.2015</b> at the following address Uttar Pradesh Bhumi Sudhar Nigam, TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow – 226010 (U.P.)
29.1	Currency chosen for the purpose of converting to a common currency. Indian Rupees. Source of exchange rate: State Bank of India, BC Selling and exchange rate. Exchange rate date. date of bid opening
<b>F. Award of Contract</b>	
35.0	The Performance Security acceptable to the Employer shall be the in the Standard Form for five (5) percent of the contract price after completion of the services.
36.1	No advance payment will be made by Employer
37.1	The Adjudicator proposed by the Employer is Mr. R.K.Mittal . The per day fee for this proposed Adjudicator shall be Rs 5000. The biographical data of the proposed Adjudicator is IAS (Retd) and Ex Agriculture Production Commissioner Govt. of U.P.

### **Section III. Bidding Forms**

## **Service Provider's Bid**

*[date]*

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

Having examined the bidding documents including addenda No ....., we offer to execute the contract for Rake handling, storage and transportation of Agriculture inputs under USLRIIP Bid Number: 03/2015-16 in accordance with the Conditions of Contract, specifications, and activity schedule accompanying this Bid for the Contract Price of *[amount in numbers]*, *[amount in words]* *[names of currencies]*.

## Price of each unit including insurance charges as defined in SCC clause

Schedule	District Project Unit	Unloading of rake and transportation upto 25 km of selected project site entry and rest quantity stored in the firm's godown from the rake point			Transportation upto 20 km from firm's godown to selected project site entry			Transportation from above 20 km from the firm's godown to project site entry (rate per km/per MT) on an average 50 kms will be taken in calculation.			Inside the godown (covered space)			Outside the godown (Open space with godown premises)			Total
		Qty (in MT)	Rate	Amount	Qty (in MT)	Rate	Amount	Qty (in MT)	Rate	Amount= Qty in MT(30xrate per MT per km+ total rate per MT upto 20 kms from firm's godown)	Qty (in MT)	Rate	Amount	Qty (in MT)	Rate	Amount	
1	Aligarh	9300			2325			6045			837			7533			
2	Etah	17500			4375			11375			1575			14175			
3	Mainpuri	8200			2125			5525			765			6885			
4	Etawah	7684			1921			4995			692			6224			
5	Kanput Dehat	7500			1875			4875			675			6075			
6	Kanpur Nagar	950			238			618			86			770			
7	Unnao	8644			2161			5619			778			7002			
8	Farukhabad	9158			2290			5953			824			7418			
9	Kannauj	9500			2375			6175			855			7695			
10	Hardoi/Sitapur	14344			3586			9324			1291			11619			
11	Raebareli	2100			525			1365			189			1701			
12	Pratapgarh	976			244			634			88			791			
13	Sultanpur	7200			1800			4680			648			5832			
14	Azamgarh	1561			390			1015			140			1264			
15	Jaunpur/shivpuri Varanasi	8000			2000			5200			720			6480			
16	Allahabad	13400			3350			8710			1206			10854			
17	Fatehpur	3588			897			2332			323			2906			
18	Lucknow/ Mohanlal ganj	6600			1650			4290			594			5346			
19	Ghazipur	4000			1000			2600			360			3240			
20	S. R, Nagar	4000			1000			2600			360			3240			

Note - All the schedules will be evaluated separately and awarded to the lowest evaluated qualified bidder for each schedule. Above bid price is only for calculation purposes. Payment will be made on actual.

Signature of the Bidder - .....

Name - .....

Business Address - .....

We accept the appointment of *Mr. R.K. Mittal, I.A.S. Officer (Retd.)* as the arbitrator.

*[or]*

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

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

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

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

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

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

Name of Bidder: \_\_\_\_\_

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

## Section IV: Qualification Information

- 1. Individual Bidders**
- 1.1 Constitution or legal status of Bidder: *[attach copy]*  
 Place of registration: *[insert]*  
 Principal place of business: *[insert]*  
 Power of attorney of signatory of Bid: *[attach]*
- 1.2 Total annual volume 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 work under way or committed, including expected completion date. Kindly provide the contract-wise details in following table.

As per section 5.5 ITB

Project name and country	Name of employer and contact person	Type of Services provided from year 2012-13 to 2014-15 regarding rake handling, storage and transportation	Value of contract
1			
2			
3			
4			
5			

- 1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.4(c).

As per 5.5 (a) ITB

Item – Volume of work for rake handling, storage & transportation (2012-13 to 2014-15)	Rake handling from whom	commodities	documentary evidence



As per section 5.5 (b) ITB

Item – Volume of work for rake handling, storage & transportation (2013-14 to 2014-15)	Rake handling from whom	commodities	documentary evidence

As per section 5.5 (c) ITB

List of operator will provide minimum 50 truck at any time on demand	Covered storage facility as per qualification information section	documentary evidence	Proof of ownership / lease of premises

As per section 5.5 (e) ITB

Liquid assets and/or credit facilities	Organisation/ bank	documentary evidence	

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

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

## 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 Rake handling, storage and transportation of Agriculture inputs under USLRIIP Bid Number: 03/2015-16 for the Contract Price of the equivalent of *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

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

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

**or**

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

**or**

We do not accept that *[name proposed by bidder]* be appointed as Adjudicator, and by sending a copy of this letter of acceptance to *[insert the name of the Appointing Authority]*, we are hereby requesting *[name]*, the Appointing Authority, to appoint the Adjudicator in accordance with Clause 37.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract duly signed

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

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

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

Attachment: Contract

## Form of Contract

*[letterhead paper of the Employer]*

### LUMP-SUM REMUNERATION

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

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

#### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received approx.197 million USD credit from the the International Development Association (hereinafter called the “Association”)] towards the cost of the Services and intends to apply a portion of the proceeds of this credit to eligible payments under this Contract, it being understood (i) that payments by the 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 credit, and (iii) that no party other than the Employer shall derive any rights from the agreement providing for the credit or have any claim to the credit proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and
- (g) The following Appendices:
  - Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subservice provider *Not Used*

Appendix D: Breakdown of Contract Price in Foreign Currency *Not Used*

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities Provided by the Employer

Appendix G: Performance Incentive Compensation *Not Used*

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

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

For and on behalf of

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

*[Authorized Representative]*

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

*[Authorized Representative]*

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

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

*[name of member]*

*[Authorized Representative]*

*[name of member]*

*[Authorized Representative]*

## **Section VI. 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.;
- or**
- (c) “Association” means the International Development Association, Washington, D.C., U.S.A.;
  - (d) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
  - (e) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
  - (f) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
  - (g) “Dayworks” means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration.
  - (h) “Employer” means the party who employs the Service Provider
  - (i) “Foreign Currency” means any currency other than the currency of the country of the Employer;
  - (j) “GCC” means these General Conditions of Contract;
  - (k) “Government” means the Government of the Employer’s country;
  - (l) “Local Currency” means the currency of the country of the

Employer;

- (m) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- (n) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (o) “Personnel” means persons hired by the Service Provider or by any Subservice provider as employees and assigned to the performance of the Services or any part thereof;
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (t) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
- (u) “Subservice provider” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

**1.2 Applicable Law** The Contract shall be interpreted in accordance with the laws of the Employer’s country, unless otherwise **specified in the Special Conditions of Contract (SCC)**.

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

**1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex,

telegram, or facsimile to such Party at the address **specified in the SCC.**

- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.**
- 1.7 Inspection and Audit by the Bank** The Service Provider shall permit the Bank to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Bank, if so required by the Bank.
- 1.8 Taxes and Duties** The Service Provider, Subservice provider, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

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

## **2.5 Force Majeure**

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

**2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

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

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

## **2.6 Termination**

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

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;



- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) “corrupt practice”<sup>6</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) “fraudulent practice”<sup>7</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) “collusive practice”<sup>8</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice”<sup>9</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from

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<sup>6</sup> For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

<sup>7</sup> For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>8</sup> For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>9</sup> For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

pursuing the investigation, or

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

**2.6.2 By the Service Provider**

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

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

**2.6.3 Suspension of Loan or Credit**

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

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

**2.6.4 Payment upon Termination**

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

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

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

#### **3.1 General**

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

#### **3.2 Conflict of Interests**

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

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

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

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

##### **3.2.3 Prohibition of Conflicting Activities**

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

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subservice provider shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;

- (c) after the termination of this Contract, such other activities as may be **specified in the SCC**.

### **3.3 Confidentiality**

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

### **3.4 Insurance to be Taken Out by the Service Provider**

The Service Provider (a) shall take out and maintain, and shall cause any Subservice provider to take out and maintain, at its (or the Subservice provider's, 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 Subservice provider"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

### **3.6 Reporting Obligations**

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

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

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

### **3.8 Liquidated Damages**

#### **3.8.1 Payments**

The Service Provider shall pay liquidated damages to the Employer

- of Liquidated Damages** at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC**. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
- 3.8.2 Correction for Over-payment** If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.
- 3.8.3 Lack of performance penalty** If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.
- 3.9 Performance Security** The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

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

- 4.1 Description of Personnel** The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Sub service provider listed by title as well as by name in Appendix C are hereby approved by the Employer.
- 4.2 Removal and/or Replacement of Personnel** (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of the Employer

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

## 6. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Sub service provider' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price**
  - (a) The price payable in local currency is **set forth in the SCC.**
  - (b) The price payable in foreign currency is **set forth in the SCC.**
- 6.3 Payment for Additional Services, and Performance**
  - 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.

<b>Incentive Compensation</b>	6.3.2 <b>If the SCC so specify</b> , the service provider shall be paid performance incentive compensation as set out in the Performance Incentive Compensation appendix.
<b>6.4 Terms and Conditions of Payment</b>	Payments will be made to the Service Provider according to the payment schedule <b>stated in the SCC</b> . <b>Unless otherwise stated in the SCC</b> , 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 <b>stated in the SCC</b> . Any other payment shall be made after the conditions <b>listed in the SCC</b> for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
<b>6.5 Interest on Delayed Payments</b>	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.
<b>6.6 Price Adjustment</b>	<p>6.6.1 Prices shall be adjusted for fluctuations in the cost of inputs only if <b>provided for in the SCC</b>. 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> $P_c = A_c + B_c \text{ Lmc/Loc} + C_c \text{ Imc/Ioc}$ <p>Where:</p> <p><math>P_c</math> is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.</p> <p><math>A_c</math> , <math>B_c</math> and <math>C_c</math> are coefficients specified in the SCC, representing: <math>A_c</math> the nonadjustable portion; <math>B_c</math> the adjustable portion relative to labor costs and <math>C_c</math> the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and</p> <p><math>Lmc</math> is the index prevailing at the first day of the month of the corresponding invoice date and <math>Loc</math> is the index prevailing 28 days before Bid opening for labor; both in the specific currency “c”.</p> <p><math>Imc</math> is the index prevailing at the first day of the month of the corresponding invoice date and <math>Ioc</math> is the index prevailing 28 days before Bid opening for other inputs payable; both in the specific currency “c”.</p> <p>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</p>

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**

(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.



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

## **8. Settlement of Disputes**

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

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

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

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

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

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

## Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
<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 Mr. R. K. Mittal, IAS Officer (Retd) and Ex-Agriculture Production Commissioner, GOUP.
<b>1.1(e)</b>	The contract name <i>is</i> UPSLRIIP
<b>1.1(h)</b>	The Employer is Uttar Pradesh Bhumi Sudhar Nigam, TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow – 226010 (U.P.)
<b>1.1(p)</b>	The Service Provider is (to be filled in after award of contract)
<b>1.2</b>	The Applicable Law is: India
<b>1.3</b>	The language is English
<b>1.4</b>	<p>The addresses are:</p> <p>Employer: Uttar Pradesh Bhumi Sudhar Nigam, TC/19V, Vibhuti Khand, Gomti Nagar, Lucknow – 226010 (U.P.)</p> <p>Email: upbsn@yahoo.com</p> <p>Telex: 0522-2720428, 272050</p> <p>Facsimile: 0522-2720415-417</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 Manager in the respective districts</p> <p>For the Service Provider: (to be filled in after award of contract)</p>
<b>2.1</b>	The date on which this Contract shall come into effect is <i>date</i> of signing agreement.
<b>2.2.2</b>	The Starting Date for the commencement of Services is date of signing agreement.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
2.3	The Intended Completion Date is one year from the date of signing of contract.
3.2.3	Activities prohibited after termination of this Contract are: NA
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> <li>(i) Third Party motor vehicle</li> <li>(ii) Third Party liability</li> <li>(iii) Employer's liability and workers' compensation</li> <li>(iv) 110 % of the value of the Gypsum and agriculture input to be handled by the Service Provider from "ware house to Warehouse" on all risks basis including war risks and strikes for a period to be agreed with the Employer . Insurance shall be in the joint name of the Employer and the Service Provider</li> </ul>
3.5(d)	The other actions are not applicable
3.7	Restrictions on the use of documents prepared by the Service Provider are: NIL
3.8.1	<p>The liquidated damages rate is 0.07 % of contract price per day if Gypsum is not delivered from Godown to project site by the Completion date advised by Project Manager. The Project Manager should give 10 days time to deliver the goods.</p> <p>The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price.</p>
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is 100% of the cost of having the defect corrected by the Employer .
5.1	The assistance and exemptions provided to the Service Provider are: NA
6.2(a)	The amount in local currency is Indian Rupees .....
6.2(b)	The amount in foreign currency or currencies is not applicable.
6.3.2	The performance incentive paid to the Service Provider shall be: NIL.
6.4	<p>for Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>(i) <i>On Transportation and Rake Handling</i> ( including unloading , loading, unloading and stacking)</li> </ul>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>(a) of the goods, unloading from rake and transportation directly to project site up to 25 km shall be paid on receipt of Goods in full and in good condition and upon submission of the documents including acceptance certificate issued by Employer's representative for the respective delivery .</p> <p>(b) and rest quantity of the goods, unloading from rake and transportation ,stored in the supplier's godown from the rake point and upon submission of the documents including acceptance certificate issued by Employer's representative for the respective delivery , storage in safe conditions and verification of stock .</p> <p>(c) of the goods, loading from godown and transportation from Go down to the project sites up to 20 km or above shall be paid on receipt of Goods and upon submission of the documents including acceptance certificate issued by Employer's representative for the respective delivery storage in safe conditions and verification of stock .</p> <p>(d) Storage charges of the goods, stored in godown inside/out side shall be paid upon submission of the documents storage in safe conditions and verification of stock .</p>
<b>6.5</b>	<p>Payment shall be made within 30 days of receipt of the invoice and the relevant documents and within 60 days in the case of the final payment.</p> <p>The interest rate is 4% per annum.</p>
<b>6.6</b>	not applicable
<b>7.1</b>	<p>The principle and modalities of inspection of the Services by the Employer are as follows:</p> <p><b>7.1</b> The services will be accepted after inspection by Employer, Uttar Pradesh Bhumi Sudhar Nigam, TC/19V Bhumitra Bhawan, Vibhuti Khand, Gomti Nagar, Lucknow – 226010, India or his representative who will be acting as inspecting agency for the Employer.</p> <p><b>7.2</b> Notwithstanding anything stated elsewhere the purchaser or his representative have right to conduct the inspection and verify on premises of the supplier or elsewhere at any stage during transportation storage and placement of the goods on the carriers. The supplier shall provide all reasonable facilities for the</p>

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>conduct of such inspection and verification at no additional cost to the Employer.</p> <p>7.3 Should any inspected godowns fail to conform to the specifications specified in the contract, the purchaser or his representative may reject the services and the supplier shall make alterations necessary to meet specification requirements free of cost to the Employer within 7 days.</p> <p>The Defects Liability Period is not applicable.</p>
8.2.3	<p>The Adjudicator is Mr. R. K. Mittal, IAS Officer Retd., Ex-Agriculture Production Commissioner, GOUP who will be paid @ Rs. 5000/- per day.</p>
8.2.4	<p>The arbitration procedures for disputes will be used as follows-</p> <p>The dispute settlement mechanism to be applied pursuant to GCC Clause 8.2.4 shall be as follows:</p> <p>(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as Presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the * President of the Institution of Engineers (India)</p> <p>(b) Arbitration proceedings shall be held at <b>Lucknow</b> India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.</p> <p>(c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.</p>

<b>Number of GC Clause</b>	<b>Amendments of, and Supplements to, Clauses in the General Conditions of Contract</b>
<b>8.2.5</b>	The designated Appointing Authority for a new Adjudicator is President, Institute of Engineers India.

## **Section VIII. Specifications of Services to be delivered**

### SERVICES PART I

#### FOR STOCKS RECEIVED AT OR DISPATCHED FROM RAILWAY STATION/RAILWAY SIDING OR FOR STOCKS DELIVERED TO STOCKS/STORAGE RESPONSIBILITY IN GODOWN.

1. Unloading from wagons at railway station/railway siding, loading into truck/any other vehicles :-
  - (a) The service provider shall unload the Gypsum/Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) bags from wagons placed at the railway station/railway siding, or unload the Gypsum/Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) bags from trucks or any other vehicle, carry them and stack the bags in the shed on the platform ground in accordance with the instructions of the Employer or an officer acting on his behalf. They shall also perform the reverse services when directed.
  - (b) The service provider shall unload the Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) bags from wagons placed at the Railway Station or at the Railway siding as the case may be, or unload the Gypsum/Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) bags from trucks or any other transport vehicle, carry them and directly load them into trucks or any other transport vehicle or into wagons after stacking the bags whichever necessary in the shed/or the Platform/Ground in accordance with the instructions of the Employer or an Officer acting on his behalf.
  
2. Transport of Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) bags from the railway station to various godowns. The service provider shall transport by trucks to be arranged by them such number of bags of Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) sweeping, spillage etc. as may be required from day to day according to the instruction of by the Employer or an officer acting on his behalf from the railway station to the various godowns. The Service provider shall take care not to mix bags of different kinds of Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) containing different qualities of the same Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) and bags containing wet damaged Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) with sound bags.
 

The service provider shall obtain from the Employer or an officer acting on his behalf every evening particulars of the number of bags of Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) required to be transport, the next day, the place where the tracks/carts should report for loading and the destinations to which the goods would be required to be transported.

In special case, they may be required to arrange transport at shorter notice and they shall be bound to comply with such requisitions. Payment for this service will be in accordance with the stipulation given in notes below the schedule of rates.
  
3. Unloading from wagons at Railway siding or from transport vehicles and stacking the Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) bags in godowns.

The service provider shall unload the Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) bags from wagons placed at the Railway siding, or from the trucks, stack the Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) bags on the platform/ground wherever necessary, carry them by head loads or change of head loads or by using hand trolleys, hand carts or any other mode of carriage provided by them and stack them in the godowns up to the required heights. The bags shall be stacked either in the form of conventional stack for bagged storage or in the form of a side wall for enclosing a pit flat storage, silo bulk storage up to 10 or 16 or 20 high or above in accordance with the instructions of the Employer or an officer acting on his behalf. The remuneration for staking of bags on platforms/shed/ground wherever necessary and for providing the means of carriage mentioned above shall be deemed to be included in the contract rates for this service of unloading and loading. No extra remuneration on any account for such stacking and the use of the means of carriage shall be paid except when the bags unloaded from wagons placed at the railway siding are required to be transported by trucks to the godown situated at a considerable distance from the railway siding in the same premises for which separate remuneration has been provided for.

4. The remuneration for stacking of bags on the platform/shed/ground wherever necessary and for providing the means of mentioned above shall be deemed to be included in the contract rates for this service of unloading and loading. No extra remuneration on any account for such stacking and for use of the means of carriage shall be paid.
5. Loading into wagons from godowns served by siding for loading on trucks or any other transport vehicle from godowns of dispatches or for delivery to the recipients. The service provider shall remove the Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) bags from the stack inside the godowns, carry them by head loads or change of head loads or wherever necessary and load the Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) into wagon (in case of godowns served by railway siding) or load them on trucks or any other transport vehicle or in the alternative put the bags in a countable position after stacking the bags wherever necessary on the platform/ground for purpose of dispatches or for delivery to buyers in accordance with the instructions of the Employer or an officer acting on his behalf

The remuneration for stacking of bags on the platform/shed/ground wherever necessary and for providing the means of carriage mentioned above shall be deemed to be included in the contract rates for this service of carrying from stacks and loading etc. No extra remuneration on any account for such stacking and for use of the means of carriage shall be paid.

6. Carrying by means of trucks from Railway siding to the godowns. The service provider shall as and when required by the Employer or an officer acting on his behalf use trucks for carrying bags of Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) or to project site or godown to project site from the Railway siding to the godowns which are situated in the same premises but at a considerable distance from the railway siding.
7. Weighment: The service provider shall with their labour and scales, and under their supervision, weigh such number of bags of Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) as may be required after placing the bags wherever necessary before weighment or by placing the bags wherever necessary after weighment.



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

- (a) The service provider shall be liable for all costs, damages, demurrages, wharf age, forfeiture of wagon registration fees, charges and expenses suffered or incurred by the Employer due to the service provider's negligence and unworkman like performance of any services under this contract or breach of any terms thereof or their failure to carry out the work with a view to avoid incurrence of demurrages etc., and for all damages or losses occasioned to the Employer or in particular to any property or plants belonging to the Employer due to any act whether negligent or otherwise of the service provider themselves or their employees.
- (b) In the event of default on the part of the service provider in providing labour, weighing scales, weights etc. and or their failure to perform any of the services mentioned in this agreement efficiently and to the entire satisfactions of the Employer or any officer acting on his behalf, the Employer shall without prejudice to other rights and remedies under this agreement have the right to recover by way of compensation/liquidated damages from the service provider a sum of rupees one hundred or such lesser sum per day or part of a day of the defaults as the Employer in his absolute discretion may determine and the decision of the Employer on the questions whether the service provider have committed such default or have failed to perform any of such services efficiently and are liable to pay compensation/liquidated damages and as to the quantum of such compensation/liquidated damages shall be final and binding on the service provider.
- (c) The service provider shall be responsible for the safety of the goods from the time they are, loaded on their trucks from Railway Station or siding godowns, until they have been unloaded from their trucks at godowns or other destinations. They shall provide tarpaulins on decks of the trucks. They shall deliver the number of bags, and the weight of Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) received by them and loaded on their trucks and shall be liable to make good the value of any loss, shortage or damages during transit. The Employer will be the sole judge for determining after taking into consideration all the relevant circumstances, the quantum and value of loss, and also as regards the liability of the service provider for such loss, and the amount to be recovered from them. The decision of the Employer in this regard shall be final and binding on the service provider.

9.. VOLUME OF WORK:

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

10. DUTIES AND RESPONSIBILITIES OF THE SERVICE PROVIDER:

1. The service provider or shall carry out all items of services assigned or entrusted to them by the Employer or an officer acting on his behalf and shall abide by all instructions issued to them from time to time by the said officer. They shall render

the services to the satisfaction of the Employer or an officer acting on his behalf together with such auxiliary and incidental duties, services and operation as may be indicated by the said officer(s) and are not inconsistent with the terms and conditions of the contract. Some of such auxiliary and incidental duties are mentioned below. Remuneration for all auxiliary and incidental duties and services not specifically provided for in the Schedule of Rates for services shall be deemed to be included in the remuneration provided for various services specifically mentioned in the Schedule. The service provider shall always be bound to act with responsible diligence and in a business like manner and to use such skill as they possess in the conduct of their activities.

2. The service provider shall engage competent and adequate staff and labour to the satisfaction of the Employer or an officer acting on his behalf for ensuring efficient handling and transport of Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) and furnishing correct and up to date position/information/progress of work, statements and accounts. The service provider shall be responsible for the good conduct of their employees and shall compensate the Employer for losses arising from neglect, carelessness, want of skill or misconduct of themselves, their servants or agent or representatives. The Employer shall have the right to ask for the dismissal of any employee of service provider, who in his opinion is hampering the smooth execution of the work and his decision regarding losses caused by neglect and misconduct etc. of the service provider, their servants or agents or representatives shall be final and binding on the service provider.
3. The service provider shall advise the Employer and Officers authorized to act on his behalf, the name of one or more responsible representative (s) authorized to act on their behalf in day to day working of the contract. It shall be the duty of those representative (s) to call at the office of the Employer or an officer on his behalf, every day and generally to remain in touch with them, to obtain information about the programme of arrivals and dispatches to various recipients and other godown activities and to report the progress of loading/unloading/transport work etc., and generally to take instructions in the matter.
4. The service provider shall take adequate steps and necessary precautions to avoid wastage and damage to Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) during the loading/unloading on trucks/carts/wagons/any transport vehicles at the Railhead/godowns or any other loading/unloading point. The service provider shall be liable for any loss which the Employer may suffer on account of the bags not being properly handled. The decision of the Employer regarding such loss shall be final and binding on the service provider. They shall spread their own tarpaulins or gunny bales at the loading/unloading points to avoid wastage and damage.
5. The service provider shall provide sufficient number of tarpaulins for each truck/cart any other transport vehicle to cover the bags of Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) during the rains and shall be responsible, if the Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) are damaged by rain through their(Service provider) failure to supply

- adequate number of tarpaulins or to take reasonable precautions. The decision of the Employer in this matter shall be final and binding on the service provider.
6. The service provider shall provide their own planks and supporting bags to serve as Ladders for purpose of loading/unloading into/from trucks/carts/wagons or stacking. No agriculture input (Seed, Fertilizer & Zinc Sulphate etc) /Gypsum. filled bags shall be used in this operation.
  7. The service provider shall ensure that their labour do not use large hooks for handling of food grain bags or any hooks for handling of fertilizers bags at any stage. The use of hooks other than those approved by the Employer or an officer acting on his behalf for food grains or any hooks for handling fertilizer will render the contract liable to cancellation. The service provider shall be liable to make good to Employer any losses caused by the use of unauthorized hooks. The decision of the Employer regarding such losses shall be final and binding on the service provider.
  8. The service provider shall obtain from the Employer or an officer acting on his behalf, particulars of consignments expected to be received and/or proposed to be dispatched from/at godown/Railheads as the case may be. In the case of receipt of Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) the service provider shall collect the relevant allowed by the railway. If the Railway Receipt for a particular consignment is not available the service provider shall take delivery on indemnity bond. In special cases the service provider shall be required to take delivery or arrange dispatch of consignments of Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) at short notice and they shall be bound to comply with such requests.
  9. The service provider shall prepare necessary forwarding notes, risk note forms etc., in respect of consignments intended for dispatch by rail.
  10. The service provider shall ensure before the commencement of unloading of each wagon that the wagon seals are intact and, if wagon seal is found to be tampered with, they shall bring the matter to the notice of the railway authorities and delivery of such consignment shall be taken in the presence of the railway representative. The service provider shall promptly report it in the presence of the railway representative. The service provider shall promptly give it in writing to the Employer, or an officer acting on his behalf.
  11. The service provider shall keep a complete and accurate record/account of number of bags unloaded from each wagon and in the event of any shortage being noticed, shall bring in writing such shortage promptly to the notice of the Employer or an officer acting on his behalf and the railway authorities concerned. They shall keep aside any stock of damaged bags received in the wagons and after ascertaining the loss by weighment, report the fact to the concerned authorised, viz, the Employer or an officer acting on his behalf and the railways.
  12. The service provider shall adequate number of stitches and sweepers at their own cost at all loading/unloading and other operational point to carry out minor repairs to leaking bags with twine to be supplied by the Employer. The twine provided shall be three ply doubled up.
  13. The service provider shall collect all sweepings and spillage of Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) from wagon's floors, loading/unloading points/godowns, and fill them after cleaning, if necessary, in

cloth bags or in other empty bags supplied by Employer and firmly stitch them with at least 16 stitches. The twine for this purpose shall be three ply doubled up and shall be provided by the Employer.

14. The service provider shall be responsible for unloading the wagons within the free period allowed by the Railways and also for loading/unloading the trucks/carts/any other transport vehicles expeditiously. The service provider shall be liable to make good any compensation, demurrage/wharf age as per Railway rules enforce during the period of contract or other charges or expenses that may be incurred by the Employer on account of delays in loading/unloading of trucks/carts and loading/unloading of wagons unless the delay is for reason beyond the service provider's control. The decision of the Employer in this respect shall be final and binding on the service provider.
15. The service provider shall be responsible for obtaining consignee's receipts in respect of all bags entrusted to them for carrying and for handing over the receipts the next day to Employer or an officer acting on his behalf.
16. The service provider shall strictly abide by all rules and regulations of Railways and Police/Municipal authorities.
17. The service provider shall be required to restack the bags without payment of any extra charges if the directions for stacking, the bags are not observed by them or if the stacking is faulty and not to the satisfaction of Employer or an officer acting on his behalf. The service provider shall also be responsible for any loss which the Employer may suffer on account of the bags, not being properly stacked. The decision of the Employer regarding such loss shall be final and binding on the service provider.

The service provider shall at the time of standardization, cleaning etc, ensure that the mouth of each bag is cut open cautiously and with utmost care so as avoid any damage or loss to the bags and wastage of Gypsum/ Agriculture input (Seed, Fertilizer & Zinc Sulphate etc) The service provider shall be liable for any loss to the Employer on this account and the decision of the Employer in the matter shall be final and binding on the service provider.

The service provider shall carry empty bags from the gunny storage godowns or from any other place indicated by the UPBSN on his behalf to the place (s) of operations for bagging, rebagging etc. and no extra remuneration for such carriage of empty bags will be payable on any account.

The Space for godown should be as follows –

1. For Open Space – A raised (12") Platform for keeping Gypsum only on open space should be on concrete/cemented/plastic flooring to avoid contact of soil and run off water and provision for covering Gypsum bags with tarpaulin or thick gauge 250 micron poly-ethylene sheet
2. For covered space – The godown should have concrete/cemented flooring as well as RCC roof or roof covered by standard leak proof material. There should be adequate ventilation and free flow of air in the godown.
3. Bags should be stacked after providing proper dunnage like paddy husk, coir matting wooden platforms etc. There should be proper arrangements to facilitate inspection. Fire fighting equipment should be provided in the godown.
4. Stacking – Stacking should not be more than 20 bags height. The stacks should be criss-cross to ensure stability of the stack and easy counting. Adequate space should be

provided between the stacks as well as from the wall to facilitate movement. Labels/cards on stacks giving the full details of the stocks, must be used to facilitate inspection and orderly releases.

5. Godown should have electric safety, fire safety and dampness free certificate from competent authority.
6. For Seed & Fertilizer Storage – Godown should be free from dampness with regular pest control management.

### **Activity Schedule**

The activity of services includes rake handling, storage and transportation of Gypsum and other agricultural inputs which is to be carried out in the following manner-

- (a) The Project Manager of UPBSN will endorse and handover the RR in favour of the Service provider for taking delivery of the material to be received rake load/ Wagon load from Gypsum Supplier. The service provider shall unload the Gypsum bags from wagons placed at the railway station/railway siding. Again load these inputs into trucks and carry them to project villages on same day which are within 25 kms distance. The remaining inputs shall be carried to the godowns by the service provider on same day. It is the responsibility of the service provider that he would ensure no demurrage wharfage is incurred while taking delivery and unloading at rail head. He alone will be responsible for payment of such charges. The quantity at storage godown will be disposed of progressively as directed by Project Manager . The service provider shall be responsible for handling and storage of Gypsum as per required specifications which have been enumerated in the **section VIII of this bid document.**

#### **SCHEDULE OF REQUIREMENTS**

Schedule	Brief Description	Destination/ rake point	Quantity in MT
1	Gypsum powder& other agriculture input	Aligarh	9300
2	----- do -----	Etah	17500
3	----- do -----	Mainpuri	8200
4	----- do -----	Etawah	7684
5	----- do -----	Kanpur Dehat	7500
6	----- do -----	Kanpur Nagar	950
7	----- do -----	Unnao	8644
8	-----do-----	Farukhabad	9158
9	-----do-----	Kannauj	9500
10	----- do -----	Hardoi/Sitapur	14344
11	----- do -----	Raebareily	2100
12	----- do -----	Pratapgarh	976
13	----- do -----	Sultanpur	7200
14	----- do -----	Azamgarh	1561
15	----- do -----	Jaunpur	8000

16	----- do -----	Allahabad	13400
17	----- do -----	Fatehpur	3588
18	-----do-----	Lucknow	6600
19	-----do---	Ghazipur	4000
20	-----d0-----	S. R,Nagar	4000

## **Section IX. Standard Forms**

## Bid Security (Bank Guarantee)

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

\_\_\_\_\_

**Beneficiary:** \_\_\_\_\_

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

**BID GUARANTEE No.:** \_\_\_\_\_

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

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

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

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

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

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

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

\_\_\_\_\_

*[signature(s)]*



**Performance Bank Guarantee (Unconditional)**

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

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

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

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

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

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

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

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

Signature and seal of the Guarantor \_

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

Address \_\_\_\_\_

Date \_