

HIMACHAL PRADESH NATURAL RESOURCE MANAGEMENT SOCIETY
Forest Road, Solan-173212

Email ID: hpnrms@gmail.com

Himachal Pradesh Natural Resource Management Society-Solan invites sealed bids from eligible Manpower Recruitment agencies for supply of Technical/Semi-Technical Manpower to the Externally Aided Projects of Forest Department at various locations in Himachal Pradesh upto 31st March, 2025 or till the culmination of EAPs of HP Forest Department (Project to project basis).

The last date for submission of bid documents in the office of Chief Executive Officer, HP Natural Resource Management Society, Forest Road, Solan (H.P)-173212 is on or before 3rd March, 2023 by 12.30 PM. The detailed tender document can be downloaded from website: www.hpnrms.org from 17/02/2023 to 02/03/2023 by 4.30 PM. For further information please Contact Office of CEO, HPNRMS, Solan H.P


Executive Officer,
HPNRM Society, Solan.

**Himachal Pradesh Natural Resource
Management Society (HPNRMS)
Solan – 173212**

E-mail: hpnrms@gmail.com Telephone: 01792 223004

Bid Reference No: HPNRMS/HMS/1/22-23

National Competitive Bidding
Procurement of Non-Consulting Services
(Single Stage two envelop Process – Quality Cost Based Selection Method (OCBS))
(Short Term Tender Notice)

NAME OF NON-CONSULTING SERVICE: *HIRING OF MANPOWER SERVICES*

Sr.No	Description	Important Information
1	Date of Publication	17.02.2023
2	Downloading of RFB Documents	17.02.2023 (11.30 AM)
3	Last Date of Physical Submission of Bid Documents along with Bid Security and Bid Cost	03.03.2023 (12:30 PM)
4	Date of Opening of Technical bid	03.03.2023 (2:30 PM)
5	Bid Cost	Rs. 1,000 /-(One Thousand only) <i>(Demand Draft /FDR in favor of Executive Officer, Himachal Pradesh Natural Resource Management Society(HPNRMS), Solan –HP)</i>
6	Amount of Bid Security	Rs. 3,00,000/-(Three Lakhs only) <i>(FDR in favour of Executive Officer Himachal Pradesh Natural Resource Management Society, Solan- HP)</i>
7	Place of opening of Bid	HPNRMS, CEO office, Forest Road Solan-HP

ADDRESS FOR COMMUNICATION:

*Chief Executive Officer
Himachal Pradesh Natural Resource Management Society (HPNRMS),
Forest Road, Solan- Himachal Pradesh –
Ph. No 01792223004
www.hpnrms.org, email: hpnrms@gmail.com*

INVITATION FOR BIDS

Himachal Pradesh Natural Resource Management Society (HPNRMS)

Solan – 173212

E-mail: hpnrms@gmail.com Telephone: 01792223004

Invitation for Bids (IFB) Non-Consulting Services

(Short Term Tender Notice)

NATIONAL COMPETITIVE BIDDING

Project: Externally Aided Projects (EAPs) of H.P Forest Department

Contract title: *Hiring of Manpower Services*

Issued on: 17th February, 2023

1. The Chief Executive Officer of *Himachal Pradesh Natural Resource Management Society (HPNRMS) - Solan* invites Bids from eligible Bidders for ***Hiring of Manpower Services for various Externally Aided Projects of Forest Department throughout HP.*** Bidders are advised to note the clauses on eligibility (Section I Clause 4) and minimum Qualification criteria (Section III – Evaluation and Qualification Criteria), to qualify for the award of the contract.
2. Bidding will be conducted through national competitive bidding procedures. Bidding is open to all eligible Bidders. Bidders should be registered with the Government of Himachal Pradesh or other State Governments/ Government of India or State/ Central Government Undertakings.
3. Interested eligible Bidders may obtain further information from

Chief Executive Officer
Himachal Pradesh Natural Resource Management Society (HPNRMS),
Forest Road, Solan- Himachal Pradesh –
Ph. No - 01792 223004
www.hpnrms.orgemail: hpnrms@gmail.com

4. The bidding document is available online on www.hpnrms.org (in Tender Tab) a non-refundable fee for bid cost as indicated, in the table below in the form of DD/FDR on any Scheduled bank payable at The Executive Officer, H.P Natural Resource Management Society, Solan, Himachal Pradesh is to be submitted. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.
5. Bids must be submitted offline by registered post/speed post/courier or by hand and no electronic Bid will be accepted. Bids will be publicly opened as per date and time mentioned in Bid Data Sheet (BDS), in the presence of the bidders or their authorized representatives who wish to attend. If the office happens to be closed on the date of opening of the bids as specified in data sheet, the bids will be opened on the next working day at the same time and venue.

6. All Bids must be accompanied by a Bid Security of the amount specified for the non-consulting service in the table below, drawn **in favor of Executive Officer, Himachal Pradesh Natural Resource Management Society, Solan (H.P)**. Bid security should be in the form of FDR duly pledged in favor of Executive Officer, HP Natural Resource Management Society, Solan, HP, and shall have to be valid for **45 days** beyond the validity period of the bid.
7. The bidders are required to submit (a) **original demand drafts/FDR towards the cost of bid document;** (b) **original bid security in approved form** (c) **original affidavit regarding correctness of information furnished with bid document with Executive Officer, HP Natural Resource Management Society, Solan (H.P) before the opening of the Bid either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.**
8. Other details can be seen in the bidding document. The Employer shall not be held liable for any delays. Even though the HPNRMS will attempt to notify the bidders of any bid updates, the Employer shall not be liable for any information not received by the bidder. It is the bidder's responsibility to verify the website time to time for the latest information related to this bid.
9. **The Chief executive officer HPNRMS reserves the right to cancel the tender process at any stage without tendering any reasons thereof.**
10. The address for communication is as under:

*Chief Executive Officer,
Himachal Pradesh Natural Resource Management Society (HPNRMS),
Forest Road , Solan- Himachal Pradesh –
Ph. No - 01792 223004
www.hpnrms.orgemail: hpnrms@gmail.com*

S. No	Name of Non-Consulting Service	Bid Cost (INR)	Bid Security (INR)	Period of Completion
1	Hiring of Manpower Services	1000	3,00,000	31 st March, 2025 or till the culmination of EAPs of HP Forest Department (Project to project basis).

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Section I - Instructions to Bidders

General

1. Scope of Bid In connection with the Invitation for Bids (IFB), **specified in the Bid Data Sheet (BDS)**, the Employer, as **specified in the BDS**, issues this bidding document for the delivery of Non-Consulting Services, as specified in Section VII, Employer's Requirements. The name, identification and number of lots (contracts) of this IFB procurement are **specified in the BDS**.

Throughout this bidding document:

- (a) the term "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including if **specified in the BDS**, distributed or received through the electronic-procurement system used by the Employer) with proof of receipt;
- (b) if the context so requires, "singular" means "plural" and vice versa; and
- (c) "Day" means calendar day.

The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date **provided in the BDS**.

2. Source of Funds **Externally Aided Projects (EAPs) of H.P Forest Departments - Govt. of Himachal Pradesh**

3. Fraud and Corruption **Bidders shall permit and shall cause their agents (whether declared or not), sub-consultants, service providers, suppliers, and their personnel, to permit the HPNRMS Authority to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission and contract performance (in the case of award), and to have them audited by auditors appointed by the HPNRMS.**

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

Section I - Instructions to Bidders (ITB)

the number of members in a JV. In case of a successful bid, the joint venture agreement shall be registered in the place **specified in BDS** so as to be legally valid and binding on members.

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

- (a) Directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
- (e) any of its affiliates participated as a consultant in the preparation of the Employer's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Bid; or
- (f) any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the **BDS ITB 2.1** that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the contract, and/or the Bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the Contract.

4.2 Not Used

4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bids. This includes participation as a sub contractor. Such participation shall result in the disqualification of all Bids in which the firm is involved

Section I - Instructions to Bidders (ITB)

4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be

4.5 Not used

4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the HPNRMS, that they: (i) are legally and financially autonomous; (ii) operate under commercial law; and (iii) are not under supervision of the Employer.

4.7 Not Used

4.8 Not Used

4.9 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Qualification of the Bidder All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

Contents of Bidding Document

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

PART 1: Bidding Procedures

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

PART 2: Employer’s Requirements

- Section VII - Employer’s Requirements

PART 3: Contract

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

- 6.2 **The Invitation for Bids (IFB) issued by the Employer is not part of this bidding document.** (Don’t require to enclose with bid document)

Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB

6.3. In case of any contradiction, documents obtained directly from the Employer shall prevail.

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

Section I - Instructions to Bidders (ITB)

7. Site Visit 7.1 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 Sites shall be at the Bidder's own expense.

8. Clarification of Bidding Document 8.1 The bidding system **specified in the BDS** provides for further clarifications. A Bidder requiring any clarification of the bidding document may notify the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period **specified in the BDS**. Description of clarification sought, and the response of the Employer shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 9 and ITB23.

9. Amendment of Bidding Document At any time prior to the deadline for submission of Bids, the Employer may amend the Bidding document by issuing addenda. The addendum will appear on the website www.hpnrms.org

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

To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer

shall extend, as necessary, the deadline for submission of Bids, in accordance with ITB 23.

Preparation of Bids

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

11. Language of Bid 11.1 The Bid as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer shall be written in **English**

**12. Documents
Comprising
the Bid**

The Bid shall comprise two Parts, namely the **Technical Part (Technical envelope)** and the **Financial Part (financial envelope)**. These two Parts shall be submitted simultaneously in a single envelope comprising of the Technical envelope and financial envelope.

The Technical Part shall contain the following:

- (a) **The original copy of the Technical Proposal shall be placed inside a sealed envelope clearly marked “Technical Proposal”, “[Name of the Assignment]”, [reference number], [name and address of the Bidder], and with a warning “Do Not Open until [insert the date and the time of the Technical Proposal submission deadline].” For detailed information kindly refer data sheets.**
- (b) **Similarly, the original Financial Proposal shall be placed inside of a separate sealed envelope clearly marked “Financial Proposal” “[Name of the Assignment], [reference number], [name and address of the Bidder]”, and with a warning “Do Not Open With the Technical Proposal.”**
- (c) **The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, reference number, the name of the assignment, the Bidders name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission dead line indicated in the Data Sheet]”.**
- (d) **If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.**
- (e) **All the pages of documents had to be signed by the authorized signatory who should also have power of attorney. Further one hard copy of signed Tender Document should be submitted along with the bid documents.**
- (f) **Letter of Bid –Technical Part prepared in accordance with**

TB 13;

- (g) **Bid Security** in accordance with ITB20;
- (h) **Alternative Bid–Technical Part:** if permissible in accordance with ITB14;
- (i) **Authorization:** written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB21;
- (j) **Qualifications:** documentary evidence in accordance with ITB 18 establishing the Bidder’s qualifications to perform the Contract if its Bid is accepted;
- (k) **Bidder’s Eligibility:** documentary evidence in accordance with ITB 18 establishing the Bidder’s eligibility to Bid;
- (l) **Conformity:**documentaryevidenceinaccordancewithITB17, that the Services conform to the bidding document; and
- (m) Any other document **required in the BDS. For further detailed information please refer to Bid Data Sheet.**

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

- (a) **Letter of Bid –Financial Part: prepared in accordance with ITB 13 and ITB 15; Along with Financial envelope as described in preceding point.**
- (b) **Schedules:** priced Activity Schedule completed in accordance with ITB 13 and ITB 15 as applicable;
- (c) **Alternative Bid - Financial Part: not accepted. For further detailed information please refer to Bid Data Sheet.**
- (d) Any other document **required in the BDS.**

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

In addition to the requirements under ITB 12, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed Agreement.

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

Section I - Instructions to Bidders (ITB)

13. Process of Bid Submission

The Letter of Bid – Technical Part, Letter of Bid – Financial Part, and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITB 21. All blank spaces shall be filled in with the information requested. **The forms should be in compliance to ITB 12 and Section IV.**

Submission of Original Documents: The bidders are required to separately submit **(i) original demand drafts towards the cost of bid document; and (ii) original bid security in approved form with the office specified in the BDS(c) original affidavit regarding correctness of information furnished with bid document with Executive Officer, HP Natural Resource Management Society, Solan (H.P)** before the opening of the technical part of the Bid, either by registered/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.

14. Alternative Bids 14 Not Applicable

15. Bid Prices and Discounts
(As applicable to Least Cost Bidding System on service charge basis)

15.1 The prices and discounts (including any price reduction) quoted by the Bidder in the Letter of Bid – Financial Part and Section IV Bidding forms and in the Activity Schedule(s) shall conform to the requirements specified below.

15.2 All items must be listed and priced separately in the Activity Schedule(s).

15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, and submitted by the Bidder.

15.4 The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid–Financial Part in accordance with ITB13.

15.5 The Bidder shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Employer’s Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

15.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.

15.7. Not Applicable

5.8. Not Applicable

15.9 Bidders may like to ascertain availability of tax/duty exemption benefits available in India to the contracts financed under loan/credits. They are solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits for reasons whatsoever, the Employer will not compensate the bidder (Service Provider). The bidder shall furnish along with his bid a declaration to this effect in the Declaration Format provided in Section IV of the bidding document. Where the bidder has quoted taking into account such benefits, it must give all information required for issue of certificates in terms of the Government of India's relevant Notifications as per the declaration format. In case the bidder has not provided the required information or has indicated to be furnished later on in the Declaration Format, the same shall be construed that the construction equipment/ machinery/ goods for which certificate is required is Nil.

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

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

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

16 Currencies of
Bid and Payment

16.1. The prices shall be quoted by the Bidder, and shall be paid for by the Employer, entirely in **Indian Rupees (INR)**.

17. Documents
Establishing
Conformity of
Services

17.1 To establish the conformity of the Non-Consulting Services to the bidding document, the Bidder shall furnish as part of its Bid the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Employer's Requirements.

17.2. Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Employer's Requirements.

18. Documents
Establishing the
Eligibility
and Qualifications of
the Bidder

To establish their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid – Technical Part, included in Section IV, Bidding Forms.

The documentary evidence of the Bidder's qualifications to perform the Contract if its Bid is accepted shall establish to the Employer's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

18.3 All Bidders shall provide in Section IV, Bidding Forms, a preliminary description of the proposed methodology, work plan and schedule.

19. Period
of Validity of Bids

Bids shall remain valid for the Bid Validity period **specified in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline date (as prescribed by the Employer in accordance with ITB 23). **A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.**

In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 19.

20. Bid Security Unless otherwise **specified in the BDS**, the Bidder shall furnish as part of the Technical part of its Bid, a Bid security in original form, and in the amount and currency **specified in the BDS**.

If a Bid Security is specified pursuant to ITB 20, the Bid Security shall be a demand guarantee, and in any of the following forms at the Bidder's option:

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

If the unconditional guarantee is issued by an institution located outside India, it shall be counter signed by a Nationalized/Scheduled bank located in India, to make it enforceable. In the case of a bank guarantee, the Bid security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. **The Bid Security shall be valid for forty-five (45) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB19.**

If a Bid Security is specified pursuant to ITB 20, any Bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non-responsive.

If a Bid Security is specified pursuant to ITB 20, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon The successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB48.

Section I - Instructions to Bidders (ITB)

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

The Bid Security may be forfeited:

- (a) if a Bidder withdraws/modifies/substitutes its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid - Technical Part and repeated in Letter of Bid - Financial Part, or any extension there to provided by the Bidder; or if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 36;or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB 47;or
 - (ii) furnish a performance security in accordance with ITB 48.

ITB 21 The Bid Security of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid security shall be in the names of all future members as named in the letter of intent referred to in ITB 4 and ITB12.

22.Format
and signing of Bid

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

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

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

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

Any corrections can be carried out by editing the information before electronic submission on e-procurement portal.

Submission of Bids

23.Preparation
of Bids

Detailed guidelines for bids are given on the website. The Invitation for Bids under this HPNRMS is published on www.hpnrms.org website. Any citizen or prospective bidder can check this website and view the Invitation for Bids and can view the details of Non-Consulting Services for which bids are invited. A prospective bidder can submit its bid.

Section I - Instructions to Bidders (ITB)

24 Deadline
for Submission
of Bids

Bids must be submitted no later than the date and time as **specified in the BDS.**

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

25 Late Bids

25.1 No bid will be accepted after due date and time as mentioned in the Bid Data Sheet.

26. Withdrawal,
Substitution
and Modification
of Bids

26.1 Re-submission of the bid is not allowed (or allowed **if specified in BDS**).

26.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall not be opened.

26.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid – Technical Part and repeated in Letter of Bid-Financial Part, or any extension thereof. This will result in the forfeiture of the Bid Security pursuant to ITB20.7.

Public Opening of Technical Parts of Bids

27. Public Opening
of Technical Parts
of Bids

27.1 The Employer shall, at the Bid opening, publicly open Technical Parts of all Bids received by the deadline at the date, time and place **specified in the BDS** in the presence of Bidder's designated representatives and anyone who choose to attend. The Financial Parts of the bids shall remain unopened until the subsequent public opening,

Following the evaluation of the Technical Parts of the Bids. In all cases, original documents submitted as specified in ITB

13.3 shall be first scrutinized, and Bids that do not comply with the provisions of ITB 13.3 will be declared non-responsive and will not be opened. There after bidder's names, Alternative Bid

– Technical Part, and such other details as the Employer may consider appropriate will be notified, online by the Employer at the time of bid opening.

27.2 The Employer will also prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Technical Parts of Bids, and alternative bids – technical parts if permitted in ITB 14, that are opened

at Bid opening of Technical Parts shall be considered further for evaluation.

Evaluation and Comparison of Bids – General Provisions

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

Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.

Notwithstanding ITB 27, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing. **For further detailed information please refer to Bid Data Sheet.**

29. Clarification of Bids To assist in the examination, evaluation, and comparison of Bids, and qualification of the Bidders, the Employer may, at the Employer's discretion, ask any Bidder for clarification of its Bid including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The **employer's request for clarification and the response shall be in writing**. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with ITB36.

If a Bidder does not provide clarifications of its Bid by the date and time set in the Employer's request for clarification, its Bid may be rejected.

30. Deviations, Reservations, and Omissions During the evaluation of Bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the bidding document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

31. Nonconformities, Errors and Omissions 31.1 Provided that a Bid is substantially responsive, the Employer may waive any non conformities in the Bid which do not constitute a material deviation, reservation or omission.

31.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

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

Evaluation of Technical Parts of Bids

32. Evaluation
Technical Parts

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

33. Determination
of Responsiveness

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

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

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or
- (b) If rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

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

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

Section I - Instructions to Bidders (ITB)

34 Qualification
of the Bidder

The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid – Technical Parts meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 18. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder that submitted the Bid.

If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have the Financial Parts of their Bids opened at the public opening of Financial Bids.

Public Opening of Financial Parts of Bids

35 **Public Opening
of Financial Parts**

The Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:

- (a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
- (b) their Financial Part of Bid will not be opened; and
- (c) Notify them of the date, time and location of the public opening of Financial Parts of the Bids.

The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:

- (a) Their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
- (b) their Financial Part of Bid will be opened at the public opening of the Financial Parts; and
- (c) Notify them of the date, time and location of the second public opening of the Financial Parts of the Bids, **as specified in the BDS.**

The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bids shall be opened publicly in the presence of Bidder's designated representatives and anyone who chooses to attend. The bidder's names, the Bid prices, the total amount of each bid, per lot (contract) if applicable, including any discounts and Alternative Bid – Financial Part, and such other details as the Employer may consider appropriate, will be notified online by the Employer at the time of bid opening.

The Employer will prepare minutes of the Bid opening, including the information disclosed and upload the same for viewing online. Only Financial Parts of Bids, Financial Parts of Alternative Bids, if permitted, and discounts that are opened at Bid opening shall be considered further for evaluation under QCBS methodology.

Evaluation of Financial Parts of Bids

36. Evaluation of Financial Parts

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

- (a) Not used;
- (b) price adjustment due to discounts offered in accordance with ITB 15 , if applicable;
- (c) not used;
- (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 30, if applicable;
- (e) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule but including Day work, when requested in the Specifications (or Terms of Reference); and
- (f) **The additional evaluation factors are specified in Section III, Evaluation and Qualification Criteria.**

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

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

37. Correction Of Arithmetic Errors

37.1 Arithmetic correction not allowed after submission of Bid.

Section II - Bid Data Sheet (BDS)

38. Conversion to Single Currency

38.1 Not used.

39 Margin of Preference

39.1 Not used.

40 Comparison of Financial Parts of Bids

40.1 The Employer shall compare the evaluated costs of all substantially responsive Bids established in accordance with ITB 35.

41 Abnormally Low Bids

41.1 The Administrative/Service charges quoted by the bidders should be in over and above Zero percent. Further zero percent includes all the derivatives of zero up to 0.9999 and thereof. The bids of such bidders who quotes zero shall be considered as unresponsive and will not be considered for evaluation of financial bids.

42 Employer's Right to Accept Any Bid and to Reject Any or All Bids

The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

If at any stage of the processing of the bidding/finalization of the Contract, during the period of the implementation of the Contract or even after expiry of the terms or termination of the Contract , it is found that the concerned Agency/Tenderer has/had furnished false information/document(s) or withheld some vital information /document(s) or the services of the personnel(s) have not been provided to the utmost satisfaction of this Project Authority and as per relevant statutory provisions, the contract will be cancelled and / or the concerned authority shall be requested to take necessary penal action against the Agency/tenderer as per relevant / statutory instructions/orders.

43 Standstill Period

43.1 Not used.

44 Notification Intention to Award

44.1 Not used.

Award of Contract

45.Award Criteria	<p>45.1 Subject to ITB41, the Employer shall award the Contract to the Bidder whose offer has been found substantially responsive as per QCBS evaluation criteria mentioned in Section-III, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p>
46.Notification of Award	<p>46.1 Prior to the expiration of the Bid Validity Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification of award (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) may specify the sum that the Employer will pay the Service Provider in consideration of the execution of the Contract (here in after and in the Conditions of Contract and Contract Forms called “the Contract Price”).</p> <p>At the same time, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:</p> <ul style="list-style-type: none">(a) Name and address of the Employer;(b) Name and reference number of the contract being awarded, and the selection method used;(c) Names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;(d) Name of Bidders whose Bids were rejected and the reasons for their rejection; and(e) The name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope. <p>46.3 The Contract Award Notice shall be published on www.hpnrms.org on the Employer’s website with free access if available.</p> <p>46.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.</p>
47.Debriefing by the Employer	<p>47 Not used.</p>
48. Signing of Contract	<p>Promptly upon Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the office of the Employer for the signature of the Employer and the successful Bidder, within 21 days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements between the Employer and the successful Bidder.</p> <p>Within twenty-one (21) days of receipt of Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with ITB Clause 48, and revised methodology for delivery of services; (b) if the successful bidder is a JV, it shall also furnish the JV agreement duly signed by all the members, if it had submitted only a letter of intent to execute the JV agreement along with the bid; and (c) shall sign, date and return the Agreement to the Employer along with the documents stated at (a) and (b) above.</p>

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

49. Performance
Security

Within twenty-one **(21) days** of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security, if required, in Indian Rupees, in accordance with the GCC 3, and in the amount and form **stipulated in the BDS**.

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

Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

50. Adjudicator

50.1 The Employer proposes the person **named in Section VIII GCC Clause 8** to be appointed as Adjudicator under the Contract.

Section II - Bid Data Sheet (BDS)

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

ITB Reference	General
ITB 1.1	<p>The reference number of the Invitation for Bids (IFB) is: HPNRMS/HMS/1/22-23</p> <p>The Employer is: Chief Executive Officer Himachal Pradesh Natural Resource Management Society (HPNRMS) – Forest Road, Sola, Himachal Pradesh – 173212 Ph. No - 01792223004 E mail- hpnrms@gmail.com</p> <p>Method of Selection: Quality & Cost Based Selection Method (QCBS), “Quality: 80% and Cost: 20%”.</p>
ITB 1.c	<p>The Intended Completion Date: The Completion date shall be 31st March, 2025 or till the culmination of EAPs of HP Forest Department (Project to project basis) and subject to review for further renewal.</p>
ITB 2	<p>Source of Funds: Externally Aided Projects (EAPs) of H.P Forest Department-Government of Himachal Pradesh</p>
ITB 4.1	<p>Joint Ventures – Not allowed</p>
Contents of Bidding Document	
ITB 8.1	<p>For Clarification of Bid purposes only, the Employer address is:</p> <p>Chief Executive Officer Himachal Pradesh Natural Resource Management Society (HPNRMS) –Forest Road, Solan, Himachal Pradesh – 173212 Ph. No – 01792223004 E mail - hpnrms@gmail.com</p> <p><i>Request for clarification should be received by the employer no later than 5 days prior to the submission of bid.</i></p>

ITB 9	The addendum will appear on the website: www.hpnrms.org and it is mandatory to all the bidders to consider the addendum.
Preparation of Bids	
ITB 11.1	The language of the Bid is: English All correspondence exchange shall be in English language
ITB 12	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ol style="list-style-type: none"> 1) Code of Conduct for Service Provider’s Personnel 2) Management Strategies and Implementation Plans (MSIP) to manage the risks (Social): (e.g. Sexual Exploitation, and Abuse (SEA) prevention and response action plan) 3) The original copy of the Technical Proposal (Technical envelope) shall be placed inside a sealed envelope clearly marked “Technical Proposal”, “[Name of the Assignment]”, [reference number], [name and address of the Bidder], and with a warning “Do Not Open Until [insert the date and the time of the Technical Proposal submission deadline].” For detailed information kindly refer datasheets 4) Similarly, the original Financial Proposal (Financial envelope) shall be placed inside of a separate sealed envelope clearly marked “Financial Proposal” “[Name of the Assignment], [reference number], [name and address of the Bidder]”, and with a warning “Do Not Open With the Technical Proposal.” 5) The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, reference number, the name of the assignment, the Bidders name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]”. 6) If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal. 7) All the pages of documents had to be signed by the authorized signatory who should also have power of attorney. Tender document should be indexed properly and all pages earmarked.
ITB 13	<p>For submission of original documents, the Employer’s address is:</p> <p><i>Chief Executive Officer</i> <i>Himachal Pradesh Natural Resource Management Society (HPNRMS)- Forest Road, Solan, Himachal Pradesh - 173212</i> hpnrms@gmail.com</p>
ITB 15	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the contract.

Section II - Bid Data Sheet (BDS)

ITB 16.1	The Bidder is required to quote in the currency of the Employer's Country the portion of the Bid price that corresponds to expenditures incurred in that currency. Indian Rupees (INR)
ITB 19	The Bid validity period shall be <u>120 days</u>.
ITB 20	A Bid Security (Rs.3,00,000/-) shall be required in the shape of FDR duly pledged in favor of Executive Officer, Himachal Pradesh Natural Resource Management Society- Forest Road, Solan- HP
ITB 22	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Power of Attorney to demonstrate the authority of the signatory to sign the Bid
Submission and Opening of Bids	
ITB 24	The deadline for bid submission is: 3rd March, 2023 Time: 12.30PM (IST)
Public Opening of Technical Parts of Bids	
ITB 27.1	<p>The Technical bid opening shall take place at:</p> <p>Chief Executive Officer Himachal Pradesh Natural Resource Management Society (HPNRMS)- Forest Road, Solan, Himachal Pradesh – 173212</p> <p>Date: 3rd March, 2023</p> <p>Time: 2.30 PM</p> <p><i>(In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day).</i></p>
Evaluation and Comparison of Bids	
ITB 28	For any information sought by bidder related to bidding process – only written requested will be entertained
ITB32	<p><u>Method of selection: Quality & Cost Based Selection Method (QCBS)</u>, “Quality: 80% and Cost: 20%”.</p> <p>Technical evaluation (Quality): This evaluation will be carried out as per methodology specified in Section-III</p> <p>Financial Evaluation (Cost): The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is</p>

	<p>calculated as following:</p> <p>$S_f = 100 \times F_m / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = _____ [80%], and</p> <p>P = _____ [20%]</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$.</p> <p><i>Note: Only those bidders who have scored a minimum of 50% in Technical evaluation will be eligible to participate in financial evaluation process.</i></p>
	<p>Public Opening of Financial Parts of Bids</p>
<p>ITB 35.c</p>	<p>Following the completion of the evaluation of the Technical Bids, the Employer will notify all Bidders of the date, time and location of the public opening of Financial Bids. (<i>Bidders are requested to check HPNRMS website from time to time to get updates on public opening of financial bid.</i>)</p> <p>(In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day or as notified by the employer)</p>
	<p>Award of Contract</p>
<p>ITB 49</p>	<p>The Performance Security amount is Five (5) lakhs, and the Standard Form of Performance Security acceptable to the Employer shall be FDR duly pledged in favor of Executive Officer, Himachal Pradesh Natural Resource Management Society- Forest Road, Solan (H.P) Valid for the period of the Contract.</p>

**Check List for submission of Bid Documents
(For reference purpose only)**

- **Single cover double envelope process.**
- **Technical envelope (Documents pertaining to technical evaluation as mentioned in Bid data Sheet, Section III and Section IV).**
- **Financial envelope (Documents pertaining to financial evaluation as mentioned in Bid data Sheet, Section IV).**
- **Additional documents to be placed inside outer envelope (ITR, GST, EPF, FDR for Bid Cost, FDR for Bid Security, original affidavit regarding correctness of information furnished with bid document and hard copy of tender document signed by authorized signatory of bidder).**
- **The sealed technical and financial envelope should be placed inside the outer envelope.**
- **Bidders are requested to go through the tender document thoroughly for further information.**
- **Tender document should be indexed properly and all pages should be numbered and earmarked.**

Section III - Evaluation and Qualification Criteria

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

Evaluation of Technical Bid			
S. No.	Criteria	Minimum Marks (Weightage)	Method of allotting marks for technical Evaluation
1.	Manpower agency should have registered office in H.P.	5	* Supporting documents to be enclosed
2.	Company incorporation (5 marks) 4+ 1=5)	5	* Supporting documents to be enclosed
(i)	Public limited company	(04/04 marks)	
(ii)	Private limited company	(03/04 marks)	
(iii)	Partnership company	(02/04 marks)	
(iv)	Proprietary firm	(01/04 marks)	
(v)	ISO /OHSAS certification with valid date	1 mark	* Supporting documents to be enclosed
3	Capability & Resources	15	
a	Management profile and Resources available (Due Weightage will be given to the qualification and the experience profile of the executive and management team)	10	* Supporting documents to be enclosed
b	Feedback from five (5) existing customers . Duly attested and verified certificate of feedback from the authorized signatory of the client. (1 marks each)	5	* Supporting documents to be enclosed
4	Financial capability	25	
	Average annual turnover in last five years i.e. last five years (In Crores) a) Above 50 Crore =25 b) 40- 50 Crore= 20 c) 30-40Crore=15 d) 20-30 Crore = 10 e) Less than 20 Crore = 5	25	*Certificate from CA to be enclosed

Section IV –
Bidding Forms

5	<p>Experience of outsourcing Agency</p> <p>Manpower employed during last Five (5) years (to be verified by EPF Challan / ECR labor License, etc)</p> <p>i. To Govt. Department/PSU/Semi Govt. Organization -10</p> <p>ii. To Externally Aided Projects - EAPs (WB, JICA, KfW, ADB etc) - 10</p> <p>iii. Class I -10</p> <p>iv. Other Categories - 5 (SMS,MA,SEO,AEO, VEO, CO, DEO etc. as applicable to EAPs of HP Forest Department as per performance specification)</p> <p>v. Class IV - 5</p> <p>(Above Categories are based on classifications /designations in Govt. Depts.)</p>	40	* Supporting documents to be enclosed
6	<p>Detailed Approach and Methodology for recruitment and deployment of the staff</p>	10	<p>The bidder shall formulate and submit a Comprehensive methodology for recruitment and deployment of requisite staff.</p> <p>The same shall be considered and evaluated by a committee constituted by the Chief Executive Officer (CEO), HPNRMS for the evaluation of the bids.</p> <p>The decision of the committee with regard to the marks granted during the evaluation shall be final and binding on the Bidders.</p>
Maximum Technical score		100	

Section IV –
Bidding Forms

Note: - The minimum marks for qualifying in the technical bid= 50 Marks

(All marks given will be rounded up to 2 decimal places.)

Evaluation of the Financial Bid

Final Selection:-

The Financial evaluation of those Eligible bidders from technical evaluation will be done based on **Quality Cost Based Selection (QCBS) Method**. The financial evaluation will be done based on the “**Administrative charges /Service charges**’ as quoted by the bidders **in Percentages (%)** terms as per Section IV - Financial Bid Document for the final selection (**No lump sum quote will be evaluated**).

- i. The taxes and levies will not be considered for financial evaluation.
- ii. The successful bidder shall be issued a Letter of intention to Award by the Chief Executive Officer of Himachal Pradesh Natural Resource Management Society-Solan (HP).
- iii. **The successful bidder shall sign the contract with HPNRMS within 15 days of issue of the said letter.**

Contents

In line with the two-envelope bidding process, this section includes **Evaluation and Qualification Criteria:**

- (i) Technical Part; and**
- (ii) Financial Part.**

A. Award Criteria

The Employer shall use the criteria and methodologies listed in this Section to evaluate Bids. By applying these criteria and methodologies, the Employer shall award the Contract to the Bidder whose offer has been found substantially responsive as per QCBS evaluation criteria mentioned in ITB-32.

TECHNICALPART

1. Adequacy of Technical Proposal

In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in the Instructions to Bidders and Section III, Evaluation and Qualification Criteria. If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected, and Financial Part of that Bid shall not be opened.

2. Qualification

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

- (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 whom may be contacted for further information on those contracts;
- (d) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (e) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (f) Authority to the Employer to seek references from the Bidder's bankers;
- (g) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and

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

- (a) The Bid shall include all the information listed above for each joint venture member;
- (b) The Bid shall be signed so as to be legally binding on all members;
- (c) The Bid shall include a copy of the agreement entered into by the joint venture members defining the division of assignments to each member and establishing that all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and a statement to this effect

Section IV –
Bidding Forms

shall be included in the authorization mentioned under (d) below; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful Bid shall be signed by all members and submitted with the Bid, together with a copy of the proposed agreement; All members of JV should have active participation in providing services during the currency of the contract, and the division of assignments to each member should not be varied/modified subsequently without prior approval of the Employer;

- (d) One of the members shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members;
- (e) The execution of the entire Contract, including payment, shall be done exclusively with the member in charge; and
- (f) The joint venture agreement should be registered in the place* Solan- **Himachal Pradesh**” so as to be legally valid and binding on members.

[Fill in the name of the city where contract agreement is to be signed]*

To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria: (* Supporting documents to be enclosed)

- (a) **Annual volume of Services of the required nature (hiring of manpower services), should be at least more than 1 Crore per year in the last Five financial years.**
- (b) **Experience as 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 below;**
- (c) **The Agency should have valid Contract Labor License minimum 100 Persons in single institution, EPF registration with Latest month EPF/ECR minimum 100 Employees, Service Tax Registration, and Satisfactory Completion Certificate of job and last year income tax Clearance Certificate.**
- (d) **ITR of the previous three years and GST, TAN & PAN number of the Bidding firm.**
- (e) **The Agency should not have been blacklisted by any Govt., Semi-Govt. Department/PSU or any other Government organization (Certificate to this effect be enclosed)**
- (f) **The Agency should be registered under the Private Security Agencies (Regulation) Act, 2005 and also having local office in H.P. All the registrations should be on the name of the Bidder only.**
- (g) **Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract shall be Rs. 50 Lakhs (Fifty Lakhs only)**

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

Qualification Requirements

Joint Ventures	<p>The information needed for Bids submitted by joint ventures is as follows: <u>NA</u></p> <p><i>[list any additions or deletions to the requirements listed above; otherwise list “none”]</i></p>					
Annual Volume	<p>The minimum required annual volume of Services for the successful Bidder in any of the last five years shall be:</p> <p>Refer 2.3</p> <p><i>[This amount is usually not less than 2.5 times the estimated annual cash flow for the Contract].</i></p>					
Experience	<p>The experience required to be demonstrated by the Bidder should include as a minimum that he has executed during the last 5 years the following: Refer 2.3</p> <hr/> <p><i>[insert a list of activities required to confirm compliance]</i></p>					
Key Personnel	<p>The Key Personnel required for the project implementation are: <i>(to be filled by the bidder)</i></p>					
	Sr. .No.	Designation of Personnel	No.	Minimum Qualification	Minimum years of experience	Minimum experience in providing similar services
	<p><i>[Indicate designation, qualification & Experience for each person and furnished their Curriculum Vitae]</i></p> <p>The persons of the following department(s) are not permitted to be in the employment of the Bidder.</p> <p>(i)</p>					
	<p>(ii)</p>					
Liquid Assets	<p>The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be:</p> <p>Rs. 50 Lakhs (Fifty Lakhs only)</p> <hr/> <p><i>[availability to be certified by a Nationalized/ Scheduled Bank located in India in the specified format]</i></p>					

The figures for each of the members of a joint venture shall be added together to determine the Bidder’s compliance with the minimum qualifying criteria of (a), (b) and (e); however, for a joint venture to qualify the member in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other members at least 25% of the criteria. Failure to comply with this requirement will result in rejection of the joint venture’s Bid.

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

Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have:-

- Made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirement;
- Record of poor performance such as abandoning the works or services, not properly completed or financial failures etc.;
- Consistent history of litigation or arbitration awards against the bidder or any member of the joint venture.

Section IV- Bidding Forms

Table of Forms

Letter of Bid.....

Schedule Forms (Bidding Forms)

Activity Schedule

Letter of Bid – Technical Part
(To be placed inside Technical Envelope)

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

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

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

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

Bid Reference No.: *[insert number of IFB process]*

To: **Chief Executive Officer, Himachal Pradesh Natural Resource Management Society**
Forest Road, Solan- Himachal Pradesh

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with ITB9;
- (b) **Eligibility:** We meet the eligibility requirements as per Section III and have no conflict of interest in accordance with ITB4;
- (c) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the bidding document for the following: *[insert a brief description of the Non-Consulting Services]*;
- (d) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security in accordance with the bidding document;
- (f) **One Bid Per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB14;
- (g) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension.
- (h) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB4.6];*
- (i) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;

Section IV –
Bidding Forms

- (j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive;
- (k) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;
- (l) We accept the appointment of **[Refer Section VIII GCC 8.2]** as the Adjudicator

[or]

We do not accept the appoint of **[insert name proposed in Bid Data Sheet]** as the Adjudicator and propose instead that **[insert name]** be appointed as Adjudicator whose daily fees and biographical data are attached; and

- (m) If awarded the contract, the person named below shall act as Service Provider's Representative:

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

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

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

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

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

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

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

Letter of Bid – Financial Part
(To be placed inside Financial Envelope)

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

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

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

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

Bid Reference No.: *[insert number of IFB process]*

To: **Chief Executive Officer, Himachal Pradesh Natural Resource Management Society**
Forest Road, Solan- Himachal Pradesh

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

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

(a) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 19.1 (as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 23.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Bid Price: Amount of service charges in percentage (%) terms of gross emoluments of hired employees is..... (both in figures and words).**

(c) **Commissions, Gratuities and Fees:** We have paid, or will pay the following fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount in Rs of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount

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

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

Section IV –
Bidding Forms

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

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

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

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

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

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

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

Appendix to Technical Part

Bidder Information Form

(To be placed inside Technical Envelope)

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

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

Bid Reference No.: *[insert number of Bidding process]*

Page _____ of _____ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Legal name of each member: <i>[insert legal name of each member in JV] NA</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's actual or intended year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's legal address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB4.4. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB4.1. <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITB4.6 documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law• Establishing that the Bidder is not under the supervision of the agency of the Employer
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Appendix to Technical Part

Bidder's JV Members Information Form

(Where permitted as per BDS ITB 4.1)

(Not applicable)

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

Date: *[insert date (as day, month and year) of Bid submission]* IFB No.:*[insert number of Bidding process]*

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

Page _____ of _____ pages

1. Bidder's Name: <i>[insert Bidder's legal name]</i>
2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>
3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>
4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>
5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>
6. Bidder's JV Member's authorized representative information Name: <i>[insert name of JV's Member authorized representative]</i> Address: <i>[insert address of JV's Member authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i> Email Address: <i>[insert email address of JV's Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB4.4. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, In accordance with ITB4.6.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Appendix to Technical Part

Qualification Information

(To be filled by the bidder for evaluation of technical eligibility to be submitted with supporting documents)

(To be placed inside Technical Envelope)

Notes on Form of Qualification Information

The information is to be filled in by individual bidders and by each member of Joint Venture in case of JV participating in the Bid. The following pages will be used for purposes of post-qualification as provided for in Clause 5 of the Instructions to Bidders. This information will not be incorporated in the Contract. Attach additional pages as necessary. ***Bids without supporting documents will be termed non responsive**

1. Individual Bidders or Individual Members of Joint Ventures

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]*

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

Year (Equivalent Rs.Lakhs)

1)

2) ...

Services performed as prime Service Provider *(in the same name and style)* on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of Services under way or committed, including expected completion date. *[Attach certificate from the Employer.]*

Services performed as prime Service Provider <i>(in the same name and style)</i> on providing Services of a similar nature and volume over the last five years ¹ . <i>[Attach certificate from the Employer.]</i>								
Project Name	Name of Employer	Description of Service	Contract No.	Value of contract	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

(B) Activities executed as prime Service Provider (in the same name and style) in the last five years:						
Year	Name of the Work	Name of Employer*	Quantity of activities performed@			Remarks* (indicate contract Ref and supporting documents)
			1	2	3	

¹ Immediately preceding the financial year in which bids are received.

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

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

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

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

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

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

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)	Not applicable		
(b)			
<p><i>Note: The capability of the subcontractors will also be assessed (on the same lines as for the main Service Provider) before according approval to him.</i></p>			

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

² Immediately preceding the financial year in which bids are received.

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 documents³. We certify/confirm that we comply with eligibility requirements as per ITB 4.

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

.....

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

Other party (ies)	Cause of dispute	Details of Litigation Award (Court or Arbitration)	Amount involved	Present status
(a)				
(b)				

Statement of compliance with the requirements of ITB 4.2.

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

2. Financial Standing of the Bidder	Financial Statements Summary:							
	SUMMARY OF FINANCIAL STATEMENTS							
	Name of bidder/JV Member:							
	(Equivalent Rs. Lakhs)							
	S. No.	Financial Information in Rupee equivalent with exchange rate at the end of concerned year	Actual for Previous five years excluding the current financial year					Ref. of Page Nos. of Balance sheets
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
	1.	Total Assets						
2.	Total Turnover							
3.	Current Assets							
4.	Current Assets + Loan & Advances							
5.	Total Liabilities							
6.	Current Liabilities							
7.								

³Attach certificate from a Nationalized/ Scheduled Bank in the format given in point 2 below.

	8.	Current liabilities & provision						
		Profit before						
	9.	Interest and Tax						
	10.	Profit before Tax						
	11.	Profit after Tax						
		Shareholder's Funds (Net Worth)=(Paid up equity +Reserves)-						
		(revaluation						
	12.	reserves +						
		Miscellaneous						
		expenditure not						
	13.	written off)						
		Depreciation						
		Current Ration						
	14.	(2)/(5)						
		Net cash accruals=						
		Profit after Tax +						
		depreciation						

This information should be extracted from the Annual Financial Statements/ Balance sheets, which should be enclosed. Year 1 will be the latest year for which audited financial statements are available. Year 2 shall be the year immediately preceding year 1 and year 3 shall be the year immediately preceding Year 2.

SAMPLE FORMAT (no substitute is acceptable) FOR EVIDENCE OF ACCESS TO FINANCIAL RESOURCES OR AVAILABILITY OF CREDIT FACILITIES* (Refer point 1.8 above)

BANK CERTIFICATE

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

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

---Sd.---

Name of Bank

Senior Bank Manager

Address of the Bank

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

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

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

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

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

3. Joint Ventures 3.1 The information listed in 1.1 - 1.11 above shall be provided for each member of the joint venture.

The information in 1.12 above shall be provided for the joint venture.

Attach the power of attorney of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.

Attach the Agreement among all members of the joint venture (and which is legally binding on all members), which shows that

- (a) all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) one of the members will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all members of the joint venture;
- (c) the execution of the entire Contract, including payment, shall be done exclusively with the member incharge;
- (d) All members of JV shall have active participation in providing services during the currency of the contract, and the division of assignments to each member shall not be varied/modified subsequently without prior approval of the Employer; and

- (e) The joint venture agreement shall be registered in the place specified in *Section III, Item 2 Qualification*, so as to be legally valid and binding on members.

Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

4. Additional Requirements Bidders should provide any additional information required **in the BDS**.

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

Details of participation in the joint venture

PARTICIPATION DETAILS	FIRM „A“ (Lead Member)	FIRM „B“	FIRM „C“
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			
Execution of Services (Give details on proposed contribution of each)			

Appendix to Technical Part

(Not Applicable)

Form.....

*(Declaration regarding tax/duty exemption for materials/
equipment bought for providing the services)*

(Bidder's Name and Address)

To:

Dear Sir:

Re:

Certificate for Import/Procurement of Goods/ Equipment
Government Order/Circular Number under which tax/duty Exemption is being sought:

.....

1. We confirm that we are solely responsible for obtaining tax/duty waivers which we have considered in our bid and in case of failure to receive such waivers for reasons whatsoever, the employer will not compensate us.
2. We are furnishing below the information required by the Employer for issue of the necessary certificates in terms of the Government of India's relevant Notifications.
3. The goods/construction equipment for which certificates are required are as under:

Items <i>(modify the list suitably for each specific Service)*</i>	Make/ Brand Name	Capacity <i>[where applicable]</i>	Quantity	Value	State whether it will be procured locally or imported <i>[if so from which country]</i>	Remarks regarding justification for the quantity and their usage in providing the Services

4. We agree that no modification to the above list is permitted after bids are opened.
5. We agree that the certificate will be issued only to the extent considered reasonable by the Employer for the Services, based on the activities and the programme and methodology as furnished by us along with the bid.

6. We confirm that the above goods and equipment will be exclusively used for the providing the above Services and the equipment will not be sold or otherwise disposed of in any manner for a period of five years from the date of acquisition.

Date: _____

(Signature) _____

Place: _____

(Printed Name) _____

(Designation) _____

(Common Seal) _____

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

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

Schedule Forms

The Bidder shall fill in these Forms in accordance with the instructions indicated.

Appendix to Technical Part
Work Plan

Section IV. Financial Bidding form
(To be filled by the bidder for Financial of the Bid)
(To be placed inside Financial Envelope)

Service Provider's Bid

[date]

To: *[Name and address of Employer]*

Having examined the bidding documents including addenda No....., we offer to execute the *[name and identification number of contract]* in accordance with the conditions of contract, specification, drawing and activity schedule accompanying this Bid for the Contract Price (*amount of Service charges in percentage terms of gross emoluments of hired employees*) (Lump sum amount will not be evaluated)

[in figures.....(%).....]

[in words.....]

The Contract shall be paid in INR.

This Bid and your written acceptance of it shall constitute a bidding 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.

Authorized Signature:

Name and title of Signatory:

Name of Bidder:

Address:

***For further information on the financial breakdown of Cost To Company (CTC) bidders may refer to activity schedule.**

Appendix to Financial Part Activity Schedule (Not to be enclosed in financial envelope)

Detail of Wages			
S.No		Skilled	Unskilled
1	Wages per month (will not less than the prescribed minimum wages as per H.P. Govt. notification)		
2	EPF rate as applicable		
3	Total amount payable (1+2)		
4	Service charges of Biding Firms (to be quoted in %age)		
5	Total amount excluding service tax		
6	Service tax (present rate SGST + CGST @18%)		
7	Total cost to HPNRMS (CTC)		
1.	Manpower shall be deployed in consultation with first party.		
2.	Wage rate may vary from time to time as per Govt. norms.		
3.	Reliever charges shall be applicable as per existing norms.		
4.	No SGST and CGST is applicable on unskilled labour.		
5.	Service charges (to be quoted in percentage)		

Appendix to Financial Part

Others - Time Schedule

(Not Applicable)

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

Section V - Eligible Countries

Eligibility for the Provision of Goods, Works and Services in NCB Procurement

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

Section VI - Fraud and Corruption

Law applicable against Fraud and Corruption in HP State/India will be applicable Under This Contract.

Part II – Employer’s Requirement

PART II

Section VII - Activity Schedule

Objectives

The objectives of the Activity Schedule are

- (a) To provide sufficient information on the quantities of Services to be performed to enable Bids to be prepared efficiently and accurately; and
- (b) When a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

Performance Specifications

Description of the Services

- 1 The selected Manpower Agency shall provide MANPOWER to be deployed in various, Externally Aided Projects of Forest Department throughout Himachal Pradesh. **The manpower will be deployed in consultation with the in-charge Chief Project Director of the Projects as the case may be or any other officer/person authorized by the Project's Head**
- 2 The MANPOWER AGENCY shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
- 3 Minimum qualification, Experience, Age and Job description of the Manpower required will be shared with the Service Provider while putting demand for staff requirement time to time (sample is enclosed).
- 4 The MANPOWER AGENCY shall submit details of the workers such as; names, parentage, residential address, age, etc. deployed by it in the premises of duty for the purpose of proper identification of the employees of the MANPOWER AGENCY deployed at various points. The MANPOWER AGENCY shall issue identity cards bearing their photographs and other identification details and the personnel shall display their identity cards at the time of duty or E-attendance.
- 5 The MANPOWER AGENCY shall ensure that the persons deployed work with honesty and integrity.
- 6 **That the persons deployed by the MANPOWER AGENCY shall be the employees of the MANPOWER AGENCY for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the MANPOWER AGENCY and in no case, shall a relationship of employer and employee between the said persons and the HPNRMS or the GOHP shall accrue or arise implicitly or explicitly.**
- 7 The MANPOWER will work under the directions of the concerned location's in-charge of respective projects. Project Director or any other person authorized by him shall be at liberty to
8 carry out surprise check on the persons as deployed by the MANPOWER AGENCY in order to ensure that persons deployed by the MANPOWER AGENCY are doing their duties with due diligence.
- 1 **In case, any of the person engaged by the MANPOWER AGENCY does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the MANPOWER AGENCY shall immediately remove that person and take suitable action against him/her. Further, the MANPOWER AGENCY shall immediately replace the particular person so deployed on the direction of the Chief Executive Officer, HPNRMS, or the authorized person in case of any of the aforesaid acts on the part of the said person.**

9. A different category (Technical & Non Technical) of Manpower is required to be deployed under various externally aided projects of Forest Department across Himachal Pradesh. In view of the above, HPNRMS will intimate the MAN POWER agency about the man power requirements time to time along with the number of vacancy posts , approved emoluments rates specific to the posts and Terms of Reference (ToR) as approved by the competent authority. The activity schedule may be priced for institutional/admin. Charges only in terms of percentage of gross emoluments of hired employees.

In order to give a broader understanding of the project requirements and activity schedule a tentative list of posts to be filled along with Terms and conditions are given below
(This is tentative information which is subjected to revision and alteration as deemed fit by the Competent Authority):

S. No.	Name of Post	QUALIFICATIONS
1	Executive Engineer	<p>Essential qualification: Regular full time Bachelor degree in Civil Engineering, preferably Post Graduation.</p> <p>Working Experience: Minimum 5 years experience relevant to assignment in regard to civil works.</p> <p>Desirable qualifications:</p> <ul style="list-style-type: none"> • Persons with minimum experience of three year of working in Externally Aided Projects (EAPs) will be given preference. • Previously worked as an Executive Engineer in H.P Government., Central Government, PSUs/ Autonomous Body undertakings. • The candidate should have good social, analytical and planning skills; and he must show initiative, synthesis, organization and personal dynamism, be self-motivated and ability to work independently as well as in teams. • Should have Knowledge of local customs and dialects of the State of H.P.
2	Assistant Engineer	<p>Essential Qualifications: Graduate in Civil Engineering</p> <p>Work Experience: Minimum 3 years experience relevant to assignment.</p> <p>Desirable qualifications:</p>

Section VII – Activity Schedule

		<ul style="list-style-type: none"> • Persons with minimum experience of two year of working in Externally Aided Projects (EAPs) will be given preference. • The candidate should have good social, analytical and planning skills; and he must show initiative, synthesis, organization and personal dynamism, be self-motivated and ability to work independently as well as in teams. <p>Should have Knowledge of local customs and dialects of the State of H.P.</p>
3	Veterinary Extension Officer (VEO)	<p>Essential Qualifications: Two years Veterinary Pharmacist Training course from a recognised Institute</p> <p>Works experience: Minimum 2 years field experience</p> <p>Preference will be given to person who has worked in the Bank Funded Externally Aided Project or any Govt aided project.</p> <p>Should have Knowledge of local customs and dialects of the State of H.P.</p>
4	Agriculture Extension Officer (AEO)	<p>Essential Qualifications: Graduate in Agriculture with minimum 3 years experience.</p> <p>Works experience: minimum 2 years field experience relevant to</p> <p>Preference will be given to person who has worked in the Bank Funded Externally Aided Project or any Govt aided project.</p> <p>Should have Knowledge of local customs and dialects of the State of H.P.</p>
5	Statistical Assistant/Monitoring Assistant	<p>-Graduate with Economics or Statistics or Maths or Agriculture Economics from any recognized University and six months diploma in Computer application.</p> <p>-Preference will be given to retiree and who have worked in the Bank Funded Externally Aided Project.</p> <p>- Should be bonafide of Himachali.</p>
6	Social Extension Officer (SEO)	<p>-Graduate with at least 3 years experience of working in Community Driven Development (CDD) Projects.</p> <p>-Post Graduate in Social Sciences shall be preferred.</p> <p>-Should be bonafide of Himachali.</p>
7	PA-cum-Computer Operator	<p>-Graduate from any recognized Board/Institution with at least one year Diploma in Computer Application.</p>

Section VII – Activity Schedule

		<p>-Preference will be given to who have worked in the Bank Funded Externally Aided Project.</p> <p>-Should be bonafide of Himachali.</p>
8	Computer Operator(CO)	<p>-Graduate from any recognized Board/Institution with at least one year Diploma in Computer Application.</p> <p>-Preference will be given to who have worked in the Bank Funded Externally Aided Project.</p> <p>-Should be bonafide of Himachali.</p>
9	Office Assistant	<p>-Graduate from any recognized Board/Institution with at least One year Diploma in Computer Application.</p> <p>-Preference will be given to who have worked in the Bank Funded Externally Aided Project.</p> <p>-Should be bonafide of Himachali.</p>
10	Data Entry Operator (DEO)	<p>-10+2 from any recognized Board/Institution with at least six months Diploma in Computer Application.</p> <p>-Preference will be given to who have worked in the Bank Funded Externally Aided Project.</p> <p>-Should be bonafide of Himachali.</p>
11	Driver	<p>Matric Pass from any recognized Board/Institution. Valid Driving License (Light Vehicle of Hills).</p> <p>Should be bonafide of Himachali.</p>
12	Workmen	<p>Middle Pass from any recognized Board/Institution.</p> <p>Should be bonafide of Himachali. Having experience in housekeeping/cooking & cleaning etc. will be given preference.</p>
13.	Communications/ Publicity Resource Person	<p>Essential: Under graduate degree from ay recognized university</p> <p>Experience: Desirable work experience as a media person with Media Houses with experience in handling of Print /electronic media.</p> <p>Scope:</p> <ul style="list-style-type: none"> ▪ Develop effective Project Information, Education and Communication strategies ▪ Manage internal communications (newsletters, case studies, success stories, etc.) ▪ Draft content (e.g. press releases) for mass media ▪ Organize initiatives and plan events or press conferences ▪ Liaise with media and handle requests for interviews, statements

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		<p>etc.</p> <ul style="list-style-type: none"> ▪ Foster relationships with key persons with in the Project and line departments ▪ Collaborate with marketing professionals for advertisements or articles ▪ Prevent bad publicity of the Project ▪ Facilitate the resolution of disputes with the public or external agencies. ▪ Monitoring public opinion with respect to the Project ▪ Handling media requests for information ▪ Coordinating public appearances of Project events ▪ Evaluating communication campaigns <p>Any other duty assigned by the Chief Project Director and Executive Director.</p>
<p>14</p>	<p>Project Manager</p>	<p>Master with advance Degree/Diploma in GIS/MIS/IT/Computer Science.</p> <p>Work experience of 5-7 years.</p> <ol style="list-style-type: none"> 1. To conduct workshop on use of self monitoring tools, MIS, GIS, and Remote Sensing applications and impact monitoring for communities and the Project team. 2. To build capacity of the Project team to use Statistical tools like SPSS, SAS. Microsoft Excel for various kinds of statistical analysis such as:- <ul style="list-style-type: none"> • Performance Management • Monitoring and Risk Management • Predictive Analytics • Data Mining and Visualization • Econometric Modeling and forecasting • Human Resource Planning • Customer/ Client Management • Land use Planning <p>To prepare procedures and manuals for data collection, data entry and its analysis.</p> <p>Ongoing Development & Implementation of MIS.</p> <p>Coordinate with the MIS application developers for its development and maintenance.</p> <p>To prepare of GIS maps for FMP and creating layers of various activities on GIS mapping.</p> <p>To plan, implement, Guide, Facilitate and supervise implementation of comprehensive IT and GIS support for the project.</p> <p>To Support SPMU in establishment, Management, Supervision and efficient use of GIS Centers and also procurement of IT related equipment and services.</p> <p>To Conduct trainings and workshops on use of GIS and Remote Sensing technology in planning, monitoring and evaluation of forestry operation under the Project.</p> <p>To develop website, software's, programs, portals etc. for various</p>

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		<p>Project activities, development and management of MIS for the Project etc.</p> <ul style="list-style-type: none"> . To undertake documentation of the processes related to IT and GIS. . To Complete software development life cycle, involving development documentation, testing and maintenance. . To Prepare procedures, manuals and plans for enhancement of IT Services under the Project. . To create queries and thematic maps as per the requirement of the Project. . To coordinate with the field officers and stake holders for expanding the GIS data Base and also support the action of GIS cell in Forest Department. . To impart trainings and coordinate Capacity Building Programs on use of GPS & GIS in the Project. . To Conduct topographical Survey using Total Station and DGPS. . To Conduct the data base analysis. . To analyse forest stock maps (level of degradations and scatter) , Forest Boundaries, Forest Density and Forest Cover, land use pattern, watersheds ,drainage, village/ division and Forest boundaries, habitat connectivity, wetlands physical infrastructure (Forest roads, bridges, soiland water conservation measures etc.) . To Manage the physical network infrastructure, including wired and wireless local area network(LAN) . To plan, design, analyze, and optimize the application, and other duty assigned by the CPD/DPMU.
<p>15</p>	<p>SMS (M&E)</p>	<p>Regular full time Post graduation in statistics, economics, Forestry, Natural Resource management, or related areas from recognized university.</p> <p>Minimum 3 Years experience in similar field.</p> <p>Preference will be given to the domicile of Himachal Pradesh. Excellent knowledge to work on computer analysis software and spreadsheets will be given preference.</p> <p>Fit to work in HP conditions, and willing to travel across the state in remote and hilly terrains. Excellent writing and communication skills in English & Hindi strong interpersonal skills and communicate work well with diverse people.</p> <p>Should have knowledge of local customs and dialects of the State of H.P.</p>
<p>16</p>	<p>SMS (Forestry & Biodiversity)</p>	<p>Regular full time Post graduation in Forestry, Forest management , Wildlife/biodiversity management , Natural resources management or related area from recognized university.</p> <p>Minimum 3 Years experience in similar field.</p> <p>Preference will be given to the domicile of Himachal Pradesh.</p>

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		<p>Excellent knowledge to work on computer analysis software and spreadsheets will be given preference. Fit to work in HP conditions, and willing to travel across the state in remote and hilly terrains. Excellent writing and communication skills in English & Hindi strong interpersonal skills and communicate work well with diverse people. Should have knowledge of local customs and dialects of the State of H.P.</p>
<p>17</p>	<p>FTU Co-ordinator</p>	<p>Full time Graduation Degree on Sociology/ Rural Management /Natural Resource Management, related areas from recognized Institutions.</p> <p>Experience of around 5 years or more in similar work on computer, work and spreadsheets etc. Fit to work in HP conditions, and willing to travel across the state in remote and hilly terrains. Basic writing and communication skills in English and Hindi.</p> <p>Preference will be given to the domicile of Himachal Pradesh. Excellent knowledge to work on computer analysis software and spreadsheets will be given preference. Fit to work in HP conditions, and willing to travel across the state in remote and hilly terrains. Excellent writing and communication skills in English & Hindi strong interpersonal skills and communicate work well with diverse people. Should have knowledge of local customs and dialects of the State of H.P.</p>

Financial Part- Activity Schedule

Detail of Wages			
S. No.		Skilled	Unskilled
1	Wages per month (will not less than the prescribed minimum wages as per H.P. Govt. notification)		
2	EPF rate as applicable		
3	Total amount payable (1+2)		
4	Service charges of Biding Firms (to be quoted in %age)		
5	Total amount excluding service tax		
6	Service tax (present rate SGST + CGST @18%)		
7	Total cost to HPNRMS (CTC)		
1.	Manpower shall be deployed in consultation with first party.		
2.	Wage rate may vary from time to time as per Govt. norms.		
3.	Reliever charges shall be applicable as per existing norms.		
4.	No SGST and CGST is applicable on unskilled labor.		
5.	Service charges (to be quoted in percentage)		

Part III – Conditions of Contract and Contract Forms

Section VIII: Conditions of Contract

- The Contract includes four parts: the Form of Contract, the General Conditions of Contract, the Special Conditions of Contract, and the Appendices. The Employer using this sample contract should not alter the General Conditions. Any adjustment to meet features should be made only in the Special Conditions.

Section VIII - General Conditions of Contract

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Section VIII - General Conditions of Contract

A. General Provisions

1.1 Definitions

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

- (a) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid.
- (b) “Bank” means external donor agency for externally aided projects of HP Forest Department.
- (c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer.
- (d) “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.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6.
- (f) “Day work” 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.
- (g) “Employer” means the party who employs the Service Provider.
- (i) “Foreign Currency” means any currency other than the currency of the country of the Employer.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the Government of India.
- (l) “Local Currency” means Indian Rupees.
- (m) “Member, “in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity **specified in the SCC** to act on their behalf in exercising

All the Service Provider “rights and obligations towards the Employer under this Contract.

- (n) “Party “means the Employer or the Service Provider, as the case may be, and “Parties” means both of them.
- (o) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof.
- (p) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer.
- (q) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer. Where the contexts or enquires, the general term,, Contractor “also includes/means „Service Provider“.
- (r) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- (s) “Specifications “mean 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.

1.2 Applicable

The Contract shall be interpreted in accordance with the laws of Union of India.

Law

Salient features of major labor and other laws that are normally applicable ` in India are given as Appendix E.

1.3 Language

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

1.4 Notices

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

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Inspection and Audit by the Bank

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

1.8 Taxes and Duties

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

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

2.1 Effectiveness of Contract

This Contract shall come in to effect on the date the Contract is signed by both parties and such other later date as may be **stated in the SCC.**

2.2 Commencement of Services

2.2.1 Program

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

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

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

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

2.4.1 Value Engineering Deleted.

2.5 Force Majeure

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

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

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

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily

incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Employer

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

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

2.6.2 By the Service Provider

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

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

2.6.3 Suspension of Loan or Credit

In the event that the 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 HPNRMS'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 Employers shall make the following payments to the Service Provider:

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

3. Obligations of the Service Provider

3.1 General

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

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

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

of either of them similarly shall not receive any such additional remuneration.

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

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Sub contractor 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 Subcontract or nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

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

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Service Provider

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

3.5 Service Provider's Actions Requiring

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- Employer’s Prior Approval**
- (a) appointing such members of the Personnel not listed by name in Appendix C (“Key Personnel and Subcontractors”),
 - (b) changing the Program of activities; and
 - (c) any other action that may be **specified in the SCC**.

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

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

3.8 Liquidated Damages

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

Time is the essence of the contract and payment or deduction of liquidated damages shall not relieve the Service Provider from his obligation to complete the work as per agreed Program and order and timing of all Activities, or from any of the Service Provider’s other obligations and liabilities under the contract.

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

3.8.3 Lack of performance penalty If the Service Provider has not corrected a Defect within the time specified in the Employer’s notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be

paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC.**

3.9 Performance Security

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

3.10 Fraud and Corruption

As per law applicable in HP State /India

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's

written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

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

5. Obligations of the Employer

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

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

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

6. Payments to the Service Provider

6.1 Lump-Sum Remuneration The Service Provider’s remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Sub contractors “costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

6.2 Contract Price The price is payable in Indian Rupees and is **set forth in the SCC.**

6.3 Payment for Additional Services, and Performance Incentive Compensation 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed.

6.4 Terms and Conditions of Payment **Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have**

been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

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 specifying a time by which these should be corrected. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

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

7.2 Correction of Defects, and Lack of Performance Penalty

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

8. Settlement of Disputes

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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 Additional Chief Secretary (ACS) (Forest) to the Government of H.P within 14 days of the notification of disagreement of one party to the other.**

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

Section IX - Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(d)	The Contract name is: Hiring of Man Power Services Agency
1.1(g)	The Employer is : Chief Executive Officer Himachal Pradesh Natural Resource Management Society (HPNRMS), Forest Road, Solan-Himachal Pradesh PIN-173212
1.1(m)	The Member in Charge is: Executive Officer Himachal Pradesh Natural Resource Management Society (HPNRMS), Forest Road, Solan-Himachal Pradesh PIN-173212
1.1(p)	The Service Provider is _____

1.4	<p>The addresses are: _____</p> <p>Employer: _____ Chief Executive Officer Himachal Pradesh Natural Resource Management Society (HPNRMS), Forest Road, Solan- Himachal Pradesh</p> <p>_____</p> <p>Service Provider: _____ Attention: _____ Telex: _____ Facsimile: _____</p> <p>Email: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: Executive Officer, HP Natural Resource Management Society</p> <p>For the Service Provider: _____</p>

Section IX – Special Conditions of Contract

2.1	The date on which this Contract shall come into effect is: Immediately after the signing of the agreement.
2.2.2	The Starting Date for the commencement of Services is: Immediately after signing of Contract.
2.3	The Intended Completion Date is _____ [date]. (From one year from the date of signing of contract agreement)
3.2.3	Activities prohibited after termination of this Contract are: _____
3.4	The risks and coverage by insurance shall be: (i) Third Party liability as per works man compensation act 1923 <u>applicable in the state of Himachal Pradesh</u> (ii) Loss or damage to equipment and property <i>(Must be based on estimates provided by the Consultant)</i>
3.7	Restrictions on the use of documents prepared by the Service Provider are: 1. Contractor will not use any information /document without the prior consent/ approval of the employer
3.8.1	The liquidated damages rate is 0.05% The maximum amount of liquidated damages for the whole contract is 5%
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty (ies) is 2% of the contract price .
5.1	The assistance and exemptions provided to the Service Provider are: Not Applicable
6.2	The amount in Indian Rupees is _____ [insert amount].
6.3.2	The performance incentive paid to the Service Provider shall be: _____ <u>NA</u>
6.4	Mode of Payment: -As per Appendix B
7.1	The principle and modalities of inspection of the Services by the Employer are as follows: 1. Loss to property by the bidder. 2. If deduction on account of ESI/ EPF has not been properly credited into the account of concerned employees 3. Non- payment of enhanced arrear of wages to the employees 4. Non-payment of compensation to the employees/ workers in case of casualty /injury etc.

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
8.2	<p style="text-align: center;">ARBITRATION:</p> <p>In the event of any question, dispute / difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the sole arbitration to Additional Chief Secretary (Forest) ACS to the Government of H.P. or his nominee.</p> <p>The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred is being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason whatsoever, Additional Chief Secretary (Forest) to the Government of H.P shall appoint another person to act as arbitrator In place of the out-going arbitrator in accordance with the terms of this agreement and the persons so appointed shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>The Arbitrator may give interim award (s) and or directions, as may be required.</p> <p>Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.</p>

Appendices

Appendix A-Description of the Services

1. The selected Manpower Agency shall provide MANPOWER to be deployed in various, Externally Aided Projects of Forest Department throughout Himachal Pradesh. **The manpower will be deployed in consultation with the in-charge Chief Project Director of the Projects as the case may be or any other officer/person authorized by the Project's Head.**

2. The MANPOWER AGENCY shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.

3. Minimum qualification, Experience, Age and Job description of the Manpower required will be shared with the Service Provider while putting demand for staff requirement time to time (sample is enclosed). Manpower Agency **will ensure that the staff placed in EAPs will be competent and of required experience of Working in EAPs of Forest Department. Manpower Agency will give due weightage to such candidates who already have experience of working with EAPs of HPFD .The mechanism for recruitment of such staff and its detail methodology shall be presented by the Manpower agency.**

4. The MANPOWER AGENCY shall submit details of the workers such as; names, parentage, residential address, age, etc. deployed by it in the premises of duty for the purpose of proper identification of the employees of the MANPOWER AGENCY deployed at various points. The MANPOWER AGENCY shall issue identity cards bearing their photographs and other identification details and the personnel shall display their identity cards at the time of duty or E-attendance.

5. The MANPOWER AGENCY shall ensure that the persons deployed work with honesty and integrity.

6. That the persons deployed by the MANPOWER AGENCY shall be the employees of the MANPOWER AGENCY for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the MANPOWER AGENCY and in no case, shall a relationship of employer and employee between the said persons and the HPNRMS or the GOHP shall accrue or arise implicitly or explicitly.

7. The MANPOWER will work under the directions of the concerned location's in-charge of respective projects. Project Director or any other person authorized by him shall be at liberty to carry out surprise check on the persons as deployed by the MANPOWER AGENCY in order to ensure that persons deployed by the MANPOWER AGENCY are doing their duties with due diligence.

8. In case, any of the person engaged by the MANPOWER AGENCY does not come up to the mark or does not perform his duties properly or indulges in any unlawful riots or disorderly conduct, the MANPOWER AGENCY shall immediately remove that person and take suitable action against him/her. Further, the MANPOWER AGENCY shall

immediately replace the particular person so deployed on the direction of the Chief Executive Officer, HPNRMS, or the authorized person in case of any of the aforesaid acts on the part of the said person.

9. A different category (Technical & Non Technical) of Manpower is required to be deployed under various externally aided projects of Forest Department across Himachal Pradesh. In view of the above, HPNRMS will intimate the MAN POWER agency about the man power requirements time to time along with the number of vacancy posts, approved emoluments rates specific to the posts and Terms of Reference (ToR) as approved by the competent authority. The activity schedule may be priced for institutional/admin. Charges only in terms of percentage of gross emoluments of hired employees

Appendix B - Schedule of Payments and Reporting Requirements

1. In consideration of the services rendered by the Management agency as stated above, payments shall be only being made on monthly basis as per actual service provided, and as per provisions of the contract agreement. The payments will be released to the Management agency directly by the Department.

2. The agency shall raise bill to the Executive Officer, Himachal Pradesh Natural Resource Management Society-Solan OR Chief PROJECT Directors of EAP's of Forest Department in triplicate along with the copies of the following documents by 3rd week of every month so that all the relevant documents could be scrutinized before the release of the payment.

i. Attendance sheet duly verified by nominated officer of department to be submitted in the first week of the succeeding month. It is the sole responsibility of the firm to get the bills attendance sheet duly verified by nominated officer or HPNRMS and submit along with the bill to the HPNRMS or Project Director of IDP. Payment of a previous month shall be released by the second week of the succeeding month.

ii. Proof of the emoluments to have been actually credited in the Bank Accounts of the Staff for the previous month. Copy of the Bank statement is to be enclosed. No cash payment will be made to any staff.

iii. Proof of the EPF, ESI, Service Tax or any other statutory liability as applicable to have been actually deposited with the concerned quarters. Copy of the Challan(s) along with details to be submitted for previous month.

iv. The claims in bills should be accompanied by the documentary proof pertaining to the concerned month bill as stated above. Failing which, a portion of the bill/whole of the bill amount shall be held up till such proof is furnished, to the concerned authority

3. The payment of the previous month shall be reimbursed to the contractor before 5th of the succeeding month.

4. The payment on account of enhancement / escalation charges on account of revision in wages by the Govt. of Himachal from time to time shall be payable by HPNRMS to the Management Agency.

5. The MANPOWER AGENCY shall submit the proof of having deposited the wages of in the individual's Bank Account through NEFT/RTGS (no cash payment will be allowed). The wages shall be credited by 7th of the every month positively.

6. That the MANPOWER AGENCY shall be required to maintain permanent attendance record of the workers within the premises which will be open for inspection and checking by the authorized

officers.

7 The MANPOWER AGENCY shall make payment of wages etc, to the persons so deployed by seventh day of each month and shall on demand furnish copies of wages E-register muster roll, etc. to Authority for having paid all the dues to the persons deployed by him for the work under the Agreement, This obligation is imposed on the MANPOWER AGENCY to ensure that he is fulfilling his commitments towards his employees so deployed ,under various Labor Laws, having regard to the duties in this respect as per the provisions of Contract Labor (Regulation and Abolition) Act, 1970. The MANPOWER AGENCY shall comply with or cause 'to; be complied with the Labor regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage dip, publications of scare of wages, and terms of employment, inspection and submission of periodical' returns.

Appendix C - Key Personnel and Subcontractors

- 1. Estimated periods of engagement in the carrying out of the Services will be initially for one year and is likely to be extended up to PROJECT PERIOD on the basis of satisfactory performance.**
- 2. Service Provider’s Key Personnel (The Key Personnel by title as well as by name in Appendix C are hereby approved by the Employer)**
- 3. The service provider will provide category wise biographical data of the key personnel who will execute the contract as per agreed terms and conditions.**

Position	Name	Year of experience (General)	Year of experience in proposed position

Appendix D- Services and Facilities Provided by the Employer

a) The Management agency will be given access to the places where the services are to be provided.

b) Services and Facilities Provided by the Service Provider

a). MANPOWER AGENCY shall take all reasonable precautions to prevent any unlawful riots or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons.

b) The MANPOWER AGENCY shall deploy his persons in such a way that they get weekly rest, the working hours / leaves for which the work is taken from them; do not violate relevant provisions of Shops and Establishment Act. The MANPOWER AGENCY in all dealings with the persons in its employment shall have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the MANPOWER AGENCY committing a default or breach of any, of the provisions of the Labor Laws including the provisions of Contract Labor (Regulation and Abolition) Act, 1970 as amended from time to time or furnishing any information, or submitting or filing any statement under the provisions of the said regulations and rules which is materially incorrect, the MA without any prejudice shall be liable to make good any loss suffered by HPNRMS on this account.

Appendix E

Salient Features of Labour & Environment Protection Laws¹

SALIENT FEATURES OF SOME MAJOR LABOUR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK

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

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

take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.

- (g) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (h) Payment of Wages Act 1936: It lays down the mode, manner and by what date the wages are to be paid, what deductions can be made from the wages of the workers.
- (i) Equal Remuneration Act 1976: The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (j) Industrial Disputes Act 1947: the Act lays down the machinery and procedure for resolution of Industrial disputes, in what situations, a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in the Building and Construction Industry.
- (l) Employees State Insurance Act 1948: The Act provides for certain benefits to insured employees and their families in case of sickness, maternity and disablement arising out of an employment injury. The Act applies to all employees in factories (as defined) or establishments which may be so notified by the appropriate Government. The Act provides for the setting up of an Employees' State Insurance Fund, which is to be administered by the Employees State Insurance Corporation. Contributions to the Fund are paid by the employer and the employee at rates as prescribed by the Central Government. The Act also provides for benefits to dependents of insured persons in case of death as a result of an employment injury.

Section X - Contract Forms

Table of Forms

- 1. Letter of Acceptance**
- 2. Form of Contract**
- 3. Issue of Notice to proceed with the Services**

Notification of Award - Letter of Acceptance

[Letterhead paper of the Employer]

[The Letter of Acceptance shall be the basis for formation of the Contract as described in ITB Clause 45. This Standard Form of Letter of Acceptance shall be filled in and sent to the successful Bidder only after evaluation of bids has been completed, subject to any review by the Bank required under the Loan Agreement.]

[date]

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

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

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of Rs. *[Insert amount in numbers and words]*, as corrected and modified¹ in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 21 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section X, Contract Forms, of the bidding document for an amount of Rs. _____ within 21 days of the receipt of this letter of acceptance, valid upto 28 days after the expected completion date as described in the GCC i.e. upto..... and sign the contract, failing which action as stated in ITB Clause 48.3 will be taken.

We have reviewed the proposed methodology submitted by you along with the bid in response to ITB Clause 5.1 and our comments are given in the attachment. You are requested to submit a revised Program as per Clause 2. 2. of General Conditions of Contract within 14 days of receipt of this letter of acceptance.

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

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

or

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

¹Delete "as corrected and modified" if not applicable.

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 ITB49.1

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

[OR]

We note that as per your bid, you propose to employ M/s as subcontractor for executing
[Delete whatever is inapplicable]

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[Letterhead paper of the Employer]

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

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

WHEREAS

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

NOW THEREFORE the parties hereto hereby agree as follows:

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

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule; and

- (g) The following Appendices: [**Note:** *If any of these Appendices are not used, the words “NotUsed” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.*]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Services and Facilities Provided by the Employer

Appendix E Salient Feature of labour Laws

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

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

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

[Authorized Representative]

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

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

Issue of Notice to proceed with the Services
(letterhead of the Employer)

_____ (date)

To

_____ (name and address of the Service Provider)

Dear Sirs:

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

Yours faithfully,

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