

OPEN COMPETITIVE BIDDING

(Single stage - Single envelope bidding without e-procurement)

(For Procurement of Non-Consultancy Services below Rs. 25 Lakh)

Bidding Documents for Procurement of
Topographical Survey of Drainage Networks under GMC

Bid Ref. No.: GMC/SBM/74/2022/23

(Date of Issue): 12.05.2023

Commissioner, Guwahati Municipal Corporation

.Table of Contents

Section I – Notice Inviting Bids(NIB)	- 8-
SectionII–Instructions to Bidders(ITB)	-10-
A. GENERAL	10
1. Introduction.....	10-
2. Language of Bids.....	-10-
3. Code of Integrity.....	11-
4. Conflict of Interest.....	-12-
5. Eligible Bidders.....	-13-
6. Bidders' Qualification.....	-14-
B. BIDDING DOCUMENTS	-15-
7. Content of Bidding Documents.....	-15-
8. Clarifications of Bidding Documents.....	-15-
9. Pre-Bid Meeting.....	-16-
10. Amendments to Bidding Documents.....	-16-
C. PREPARATION OF BIDS	-16-
11. Documents Comprising the Bid.....	-16-
12. Letter of Bid and Priced Activity Schedule.....	-17-
13. Alternative Bids.....	-17-
14. Bid Prices.....	-17-
15. Bid Currency.....	-18-
16. Documents establishing the compliance of Non-Consultancy Services.....	-18-
17. Documents establishing the eligibility and Qualification of the Bidder.....	-18-
18.Period of validity of Bids.....	-19-
19.Cost of Bidding Documents.....	-19-
20.Bid Security.....	-19-
21.Format and Signing of Bids.....	-21-
D.SUBMISSION AND OPENING OF BIDS	-21-
22.Sealing, Marking and Submission of Bids.....	-21-
23.Deadline for Submission of Bids.....	-22-
24.Late Bids	-22-
25.Withdrawal, Substitution and Modification of Bids.....	-23-
26.Opening of Bids.....	-23-
E.EVALUATION AND COMPARISON OF BIDS	-25-
27.Confidentiality.....	-25-
28.Preliminary Examination of Bids.....	-25-

29.	Clarification of Bids	-26-
30.	Immaterial Non-conformities in Bids.....	-26-
31.	Determination of Responsiveness.....	-27-
32.	Nonconformities, Errors and Omissions.....	-27-
33.	Correction of Arithmetical Errors.....	-28-
34.	Sub contractors.....	-28-
35.	Evaluation of Bids.....	-29-
36.	Comparison of Bids.....	-29-
37.	Qualification of the Bidder.....	-30-
38.	Procuring Entity’s Right to Accept Any Bid, and to Reject Any or All Bids.....	-30-
	F.AWARD OF CONTRACT.....	-30-
39.	Award Criteria.....	-30-
40.	Notification of Award.....	-30-
41.	Performance Security.....	-31-
42.	Signing of Contract.....	-31-
	Section III–Bid Data Sheet (BDS).....	-32-
	Section IV–Evaluation and Qualification Criteria.....	-36-
	Section V–Activity Schedule.....	-39-
	Section VI–Bidding Forms.....	-42-
1.	Letter of Bid.....	-42-
2.	Bidder Information Form.....	-44-
3.	Form of Priced Activity Schedule.....	-45-
4.	Methodology and Work Plan.....	-46-
5.	Form of Bid Security.....	-47-
6.	Qualification Information.....	-49-
7.	Proforma for Other Details of Bidder and its Bank.....	-50-
	Section VII- General Conditionsof Contract.....	-51-
1.	General Provisions.....	-51-
1.1	Definitions.....	-51-
1.2	Applicable Law.....	-52-
1.3	Language.....	-52-
1.4	Notices.....	-52-
1.5	Location.....	-53-
1.6	Authorized Representatives.....	-53-
1.7	Inspection and Audit by the Govt. of Assam.....	-53-
1.8	Taxes and Duties.....	-53-
1.9	Code of Integrity.....	-53-
2.	Commencement, Completion, Modification, and Termination of Contract.....	-55-
2.1	Effectiveness of Contract.....	-55-
2.3	Intended Completion Date.....	-55-

2.4	Modification	-55-
2.4.1	Value Engineering.....	-56-
2.5	Force Majeure.....	-57-
2.6	Termination.....	-58-
3.	Obligations of the Service Provider.....	-58-
3.1	General.....	-58-
3.2	Conflict of Interests.....	-59-
3.3	Confidentiality.....	- 61-
3.4	Insurance to be Taken Out by the Service Provider.....	-61-
3.5	Service Provider's Actions Requiring Employer's Prior Approval	-62-
3.6	Reporting Obligations.....	- 62-
3.7	Documents Prepared by the Service Provider to Be the Property of the Employer	- 62 -
3.8	Liquidated Damages	- 62 -
3.9	Performance Security	- 63 -
4.	Service Provider's Personnel.....	-63-
4.1	Description of Personnel.....	-63-
4.2	Removal and/or Replacement of Personnel.....	-64-
5.	Obligations of the Employer.....	-64-
5.1	Assistance and Exemptions.....	-64-
5.2	Change in the Applicable Law.....	-64-
5.3	Services and Facilities.....	-64-
6.	Payments to the Service Provider.....	-64-
6.1	Lump-Sum Remuneration.....	-65-
6.2	Contract Price.....	-65-
6.3	Payment for Additional Services.....	-65-
6.4	Terms and Conditions of Payment.....	-65-
6.5	Day works.....	-66-
7.	Quality Control.....	-65-
7.1	Identifying Defects.....	-65-
7.2	Correction of Defects, and.....	-65-
8.	Settlement of Disputes.....	-67-
8.1	Amicable Settlement.....	-67-
8.2	Dispute Settlement.....	-67-
	Section VIII- Special Conditions of Contract.....	-68-
	Appendix A- Description of the Services.....	-73-
	Appendix B- Schedule of Payments and Reporting Requirements.....	-73-
	Appendix C-Key Personnel and Subcontractors.....	-73-
	Appendix D-Breakdown of Contract Price.....	-73-
	Appendix E-Services and Facilities Provided by the Employer.....	-73-
	Section IX - Contract Forms	- 74 -

1.	Letter of Acceptance	-75-
2.	Form of Contract.....	-76-
3.	Performance Security	-79-
4.	Advance Payment Security.....	-81-

Section-I: Notice Inviting Bids (NIB)

Guwahati Municipal Corporation

OPEN COMPETITIVE BIDDING

Topographical Survey of Drainage Networks under GMC

BidRef.No.GMC/SBM/74/2022/23

Dated:12.05.2023

The GMC invite sealed Bids from eligible Bidders for Topographical Survey of Drainage Networks under GMC, as per following details:

Sl. No.	Brief Description of Non-Consultancy Services	Completion Period/ Contract Period (in Months/Yrs)	Bid Security (Rs.)
	Topographical Survey of Drainage Networks under GMC Using hand held GPS---2000 Kms	2 months	Rs 10000/- (Demand Draft)

1. Bidding will be conducted through Open Competitive Bidding method and procedures as specified in "The Assam Public Procurement Act, 2017" and "The Assam Public Procurement Rules, 2020". These Act and Rules may be viewed and downloaded from the web-link [provide website link where these documents are available e.g. at <https://finance.assam.gov.in/portlets/assam-public-procurement-rules-2020>
2. The Bidding Documents may be freely downloaded by interested eligible Bidders from the website(s) gmc.assam.gov.in & sppp.assam.gov.in
3. Bidders are required to submit Processing Fee of Rs 500 in the mode prescribed in the Bidding Documents.
4. The bidders are required to affix in the bid letter a stamp duty of Rs 8.25 (if they are from Assam) or IPO of Rs 10.00 (if they are from outside of Assam).
5. All Bids must be accompanied by a Bid Security of amount as mentioned in the table above in the manner as prescribed in the bid document.
6. Bids must be delivered to the address below on or before **26.05.2023 at 2.00 P.M.** Electronic Bidding will not be permitted. Late Bids will be rejected.
7. The Bids will be publicly opened in the presence of the Bidders' designated representatives and any one who chooses to attend, at the address below on **26.05.2023 at 2.30 P.M**
8. Bidders who seek to appeal against any decision, action or omission regarding this

Section I: Notice Inviting Bids

particular procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

First Appellate Authority	Second Appellate Authority
Shri. Richard Ahmed, ACS, Joint Secretary, DoHUA, Dispur	Smti. Laya Maduri, IAS, Secretary, Finance Department, Dispur.

-SD/-
(approved in file proceedings)
Addl. Commissioner, GMC

Section II – Instructions to Bidders (ITB)

A. GENERAL

1. Introduction

- 1.1 In connection with the Notice Inviting Bids (NIB) for Procurement of Non-Consultancy Services as **specified in the Section III - Bid Data Sheet (BDS)**, the Procuring Entity **as specified in the BDS**, has issued these Bidding Documents for the delivery of Non- Consultancy Services **as specified in Section V – Activity Schedule**.
- 1.2 This Section provides the relevant information as well as instructions to assist prospective Bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the Procuring Entity for receipt and opening as well as scrutiny and evaluation of bids and subsequent placement of award of contract.
- 1.3 Before preparing the bid and submitting the same to the Procuring Entity, the Bidder should read and examine all the terms & conditions, instructions etc. contained in the Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in this Bidding Documents may result in rejection of bids submitted by Bidders.
- 1.4 The Bidder, at its 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 performing the Services. The costs of visiting the Site shall be at the Bidder's own expense.
- 1.5 The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its bid including preparation, mailing and submission of its bid and subsequently processing the same. The Procuring Entity shall, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the bidding process.
- 1.6 The successful Bidder will be expected to complete the performance of Services by the Intended Completion Date **as provided in the BDS**.

2. Language of Bids

- 2.1 Bid submitted by the Bidder and all subsequent correspondences and documents relating to the bid exchanged between the Bidder and the Procuring Entity, shall be written in English language. However, the language of any printed literature furnished by the Bidder in connection with its bid may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the bid, the English translation shall prevail.

3. Code of Integrity

- 3.1 The Procuring Entity and all officers or employees of the Procuring Entity, whether involved in the procurement process or otherwise, or Bidders and their representatives or Consultants or Service Providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.
- 3.2 Govt. of Assam prescribes to the Procuring Entity and Bidders to uphold the Code of Integrity, which prohibits officers or employees of Procuring Entity or a person participating in a procurement process the following:
- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - (iv) improper use of information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - (v) any financial or business transactions between the Bidder and any officer or employee of the Procuring Entity, who are directly or indirectly related to tender or execution process of contract;
 - (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - (vii) any obstruction of any investigation or audit of a procurement process;
 - (viii) making false declaration or providing false information for participation in—
 - a) tender process or to secure a contract;
 - b) disclosure of Conflict of Interest;
 - c) Disclosure by the Bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity.

- 3.3 In case of any breach of the Code of Integrity by a Bidder or a prospective Bidder, as the case may be, the Procuring Entity after giving a reasonable opportunity of being heard, may take appropriate measures including–
- (i) exclusion of the Bidder from the procurement process;
 - (ii) calling off of pre-contract negotiations and forfeiture or encashment of bid security;
 - (iii) forfeiture or encashment of any other security or bond relating to procurement;
 - (iv) recovery of payments made by the Procuring Entity along with interest thereon at bank rate;
 - (v) cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
 - (vi) debarment of the Bidder from participation in any future procurements of any Procuring Entity for a period not exceeding three years

4. Conflict of Interest

- 4.1 Conflict of Interest for a Procuring Entity or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations
- 4.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following-
- a) Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra-professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
 - b) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
 - c) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;

- a) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procuring Entity;
- 4.3 The situations in which Bidders participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following–
- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
 - b) If they receive or have received any direct or indirect subsidy from any other Bidder;
 - c) If they have the same legal representative for purposes of the bid;
 - d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
 - e) If they participate in more than one bid in the same bidding process;
 - f) If they have controlling partners in common;
 - g) If a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in anyway;
- 4.4 In the 'Letter of Bid' to be submitted by the Bidder, as per format given in **Section VI - Bidding Forms**, each Bidder shall provide a signed statement that the Bidder is neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract;
- 4.5 In case of a holding company having more than one independent units or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such Bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business;
- 5. Eligible Bidders**
- 5.1 Bidder shall be a natural person, private entity, government-owned entity or, any combination of these having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Act and Jurisdiction in India or any other country with which India has not banned trade

relations.

- 5.2 Bidder should not have a Conflict of Interest as prescribed and specified in ITB Para 4, which materially affects fair competition.
- 5.3 In addition, any Bidder participating in the procurement process shall–
- (i) have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority;
 - (ii) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
 - (iii) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
 - (iv) not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.
- 5.4 In the 'Letter of Bid' to be submitted by the Bidder, as per format given in **Section VI - Bidding Forms**, all Bidders shall provide a signed statement that the Bidder fulfils the eligibility requirements given in ITB Para 5.3;

6. Bidders' Qualification

- 6.1 Bidders should substantially meet the qualification criteria as stipulated in the **Section IV - Evaluation and Qualification Criteria**.
- 6.2 Bidders should fill and submit the Forms provided in **Section VI-Bidding Forms** to provide a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary, relevant information and documents in support of fulfilment of Bidder's qualification, along with its bid.

B. BIDDING DOCUMENTS

7. Content of Bidding Documents

- 7.1 The Bidding Documents include the following Sections, which should be read in conjunction with any Amendment issued in accordance with ITB Para10.
- i) Section I Notice Inviting Bids(NIB)
 - ii) Section II Instructions to Bidders (ITB)
 - iii) Section III Bid Data Sheet
 - iv) Section IV Evaluation and Qualification Criteria
 - v) Section V Activity Schedule
 - vi) Section VI BiddingForms
 - vii) Section VII General Conditions of Contract(GCC)
 - viii) Section VIII Special Conditions of Contract(SCC)
 - ix) Section IX Contract Forms
- 7.2 Unless downloaded directly from the Procuring Entity's website **as specified in the BDS**, Procuring Entity shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB Para10.
- 7.3 Bidders are expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

8. Clarifications of Bidding Documents

- 8.1 A Bidder requiring any clarification of the Bidding Documents shall contact the Procuring Entity in writing at the Procuring Entity's address **specified in the BDS**.TheProcuringEntity will respond in writing to any request for clarification, provided that such request is received at least 3 (three) working days prior to the deadline for submission of bids or prior to the date and time as scheduled for pre-bid meeting, where a pre-bid meeting is **specified in the BDS**.
- 8.2 The Procuring Entity shall also promptly publish brief description of the enquiry but without identifying its source and its response at the its website **as specified in the BDS**.
- 8.3 Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Entity shall amend the Bidding Documents following the procedure given under ITB Para10.

9. Pre-Bid Meeting

- 9.1 In order to provide response to any doubt regarding Bidding Documents, or to clarify issues, a pre-bid meeting may be scheduled, **if specified in the BDS**.
- 9.2 During the pre-bid meeting, the clarification sought by representative of prospective Bidders shall be responded appropriately. However, they shall be asked to submit their written request prior to the day and time as scheduled for pre-bid meeting. The Procuring Entity shall publish written response to such requests for clarifications, without identifying its source. In case required, amendment(s), in terms of ITB Para 10 below shall be issued, which shall be binding on all prospective Bidders.

10. Amendments to Bidding Documents

- 10.1 At any time prior to the deadline for submission of bids, the Procuring Entity may, pursuant to ITB Para 8 and 9 and for any reason deemed fit by it, amend or modify the Bidding Documents by issuing Amendment(s).
- 10.2 Such Amendment(s) will be published on Procuring Entity's website **as specified in the BDS** and the same shall be binding on all prospective Bidders.
- 10.3 In order to give reasonable time to prospective Bidders to take necessary action in preparing their bids, the Procuring Entity may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.
- 10.4 Any Bidder who has downloaded the Bidding Documents should check the Amendment(s), if any, issued on the Procuring Entity's website. The Procuring Entity shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on Procuring Entity's website.

C. PREPARATION OF BIDS

11. Documents Comprising the Bid

The bid submitted by the Bidder shall be in single envelope and shall comprise the following:

- i) Letter of Bid as per Form provided in **Section VI – Bidding Forms**;
- ii) Priced Activity Schedule completed in accordance with **ITB Para14**;
- iii) Cost of Bidding Documents in accordance with **ITB Para 19** (if required);
- iv) Bid Security furnished in accordance with **ITB Para20**;
- v) Bidder Information Form as per Form provided in **Section VI: Bidding Forms**;

- vi) Documents establishing the compliance of Non-Consultancy Services in accordance with **ITB Para 16**;
- vii) Documents establishing Bidders' eligibility and qualification in accordance with **ITB Para 17.2** and Forms given in **Section VI: Bidding Forms**;
- viii) Bidder firm's Certificate of Incorporation/ Registration, Article and Memorandum of Association or any such registration document;
- ix) Self-attested copy of Income Tax Registration Certificate / PANcard;
- x) Self-attested copy of GSTIN registration;
- xi) Any other document **as required in the BDS**
- xii) An Undertaking from the Bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.

12. Letter of Bid and Priced Activity Schedule

- 12.1 The Letter of Bid and Priced Activity Schedule shall be prepared as per the Forms furnished in **Section VI: Bidding Forms**. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

13. Alternative Bids

- 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.

14. Bid Prices

- 14.1 The prices quoted by the Bidder in the Priced Activity Schedule shall conform to the requirements specified below.
- 14.2 All Schedules / Lots (if any) and items thereunder must be listed and priced separately in the Priced Activity Schedule.
- 14.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder.
- 14.4 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 V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 14.5 The price to be quoted in the bidding form in accordance with ITB Para 12.1 shall be the total price of the bid.

- 14.6 The price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, **unless otherwise specified in the BDS**. The bid submitted with adjustable price quotation shall be treated as non responsive and shall be rejected.
- 14.7 The price shall be quoted as specified in the Form of Priced Activity Schedule given in **Section VI - Bidding Forms**. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered.
- 14.8 The Bidder shall quote Prices inclusive of all taxes and duties / GST payable on the services if the contract is awarded.
- 14.9 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided in the form of **Appendix-D** to the Contract.

15. Bid Currency

- 15.1 The Bidder should submit its quote in Indian Rupees only.
- 15.2 Bids, where prices are quoted in any other currency shall be treated as non-responsive and rejected.

16. Documents establishing the compliance of Non-Consultancy Services

- 16.1 To establish the conformity of the Non-Consultancy Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Non-Consultancy Services conform to the technical specifications and standards specified in **Section V – Activity Schedule**.
- 16.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the Scope of Services, demonstrating substantial responsiveness to the Scope of Services, and if applicable, a statement of deviations and exceptions to the provisions of the **Section V – Activity Schedule**.
- 16.3 Standards of the Non-Consultancy Services specified by the Procuring Entity in the Activity Schedule, are intended to be descriptive only and not restrictive. The Bidder may offer other standards, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section V– Activity Schedule.

17. Documents establishing the eligibility and Qualification of the Bidder

- 17.1 To establish Bidder's their eligibility in accordance with ITB Para 5, Bidders shall complete the Letter of Bid, included in Section VI – Bidding Forms
- 17.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction that the Bidder meets each of the qualification criterion specified in "**Section IV - Qualification and Evaluation Criteria**"

18. Period of validity of Bids

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring Entity in accordance with ITB Para 23.1. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. 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.
- 18.3 The Bidder who agree to the extension of the period of validity of bids so requested by the Procuring Entity shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A Bidder whose bid security is not extended or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of Procuring Entity will be final and binding in this regard.

19. Cost of Bidding Documents

- 19.1 The Bidder shall furnish as part of its bid, the cost of Bidding Documents (non-refundable), in the amount if **specified in the BDS**. The cost of Bidding Documents shall be in any of the following forms at the Bidder's option:
- (a) Demand Draft / Banker's Cheque issued by Scheduled Bank in India; or
 - (b) Deposit through Digital mode **if specified in the BDS**;

20. Bid Security

- 20.1 The Bidder shall furnish as part of its bid, a bid security in the amount as **specified in the BDS**.

Section II: Instructions to Bidders

- 20.2 Bidders belonging to Scheduled Caste (SC), Scheduled Tribes (ST) Other Backward Classes (OBC) and any other class of Bidders notified by government from time to time may deposit 50% of the stipulated amount of Bid Security, but, in such cases documentary proof regarding their caste issued by the competent authority must also be submitted along with the Bid.
- 20.4 The bid security shall be in any of the following forms at the Bidder's option:
- a) Fixed Deposit Receipt (FDR) or Term Deposit Receipt (TDR) issued by Scheduled Bank in India; or
 - b) Bank Guarantee issued by a Scheduled Bank in India; or
 - c) Deposit through Digital mode **as specified in the BDS**; or
 - d) Any other form **as specified in the BDS**
- 20.5 In case, bid security is submitted in form of Bank Guarantee, it should be submitted either using the form provided in Section VI - Bidding Forms. The Bank Guarantee submitted as Bid Security shall be verified and confirmed from the competent authority of the concerning issuing Bank.
- 20.6 The Bid Security must remain valid for 28 days beyond the original or extended validity period of the bid.
- 20.7 Any bid not accompanied by a Bid Security as specified in ITB Para 20.2 and 20.4 and not secured as indicated in Para 20.6 shall be rejected by the Procuring Entity as non-responsive.
- 20.8 The bid security of a Bidder lying with the Procuring Entity, if any, in respect of other bids awaiting decision shall not be adjusted towards bid security required under this Bidding Documents.
- 20.9 The bid security originally deposited by a Bidder may be taken into consideration, in case bids are re-invited, if found valid, if so **specified in the BDS**. Such Bidders are required to ascertain validity of bids for consideration in lieu of bid security required under this Bidding Documents.
- 20.10 The Bid Security of unsuccessful Bidder shall be released within 15 (Fifteen) working days after signing of Agreement and deposit of performance security by the successful Bidder.
- 20.11 The Bid Security of successful Bidders shall be released within 15 (Fifteen) working days upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Para 41. As an alternative, the amount of Bid Security may be adjusted with the amount of performance security required from him or refunded if the successful Bidder furnishes the full

amount of performance security, if **provided in the BDS**.

20.12 In case Procuring Entity decides to cancel the procurement process, it shall return the bid security of all Bidders after the decision to cancel procurement process.

20.13 The Bid Security of the Bidder, who withdraws its bid prior to deadline for submission of bids, in case bid withdrawal is permitted, shall be returned after the opening of the bids.

20.14 The Bid Security deposited by a Bidder shall be forfeited in the following cases:

- (a) when the Bidder withdraws or modifies its bid after opening of bids;
- (b) when the Bidder does not deposit the required performance security within the specified period; and
- (c) if the Bidder breaches any provisions of Code of Integrity prescribed for Bidders as per ITB Para 3.

21. Format and Signing of Bids

21.1 The Bidder shall prepare and submit one original set of Bid and clearly mark it as "ORIGINAL" along with such number of additional copies there of **as specified in the BDS**, marking these additional copies as "COPY" clearly. In the event of any discrepancy between the original bid and its copies, the contents of the original bid marked "ORIGINAL" shall prevail and be taken into account.

21.2 The original and all additional copies of the bid shall be typed or written in ink with all pages serially numbered and signed by the Bidder or a person duly authorized to sign on behalf of the Bidder in token of acceptance of the terms and conditions of the Bidding Documents. This authorization shall consist of a written confirmation **as specified in the BDS** which shall be attached to the Bid.

21.3 Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialled by the person signing the bid.

D. SUBMISSION AND OPENING OF BIDS

22. Sealing, Marking and Submission of Bids

22.1 Bidders may submit their bids by post or by hand or drop in the box earmarked by the Procuring Entity. Bids so submitted shall enclose the

original and each copy of the bid in separately sealed envelopes duly marked as "ORIGINAL" and "COPY". The envelopes containing the original and the copies shall then be enclosed in one single sealed outer envelope.

22.2 The inner and outer envelopes shall bear the:

- a) name and complete address along with the mobile, telephone number and email address of the Bidder;
- b) complete postal address of the Procuring Entity;
- c) specific identification mark / Bid Ref. No. and subject matter of procurement;
- d) a warning 'not to open before the time and date for bid opening' as indicated in the Bidding Documents

22.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility about its consequences viz. misplacement or premature opening of the bid

23. Deadline for Submission of Bids

23.1 Bids must be received by the Procuring Entity at the address and no later than the date and time **specified in the BDS**.

23.2 The date of submission and opening of bids shall not be extended except when—

- a) Sufficient number of bids have not been received within the given time and the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or
- b) the Bidding Documents are required to be substantially modified as a result of discussions in pre-bid meeting or otherwise and the time for preparations of bids by the prospective Bidders appears to be insufficient for which such extension is required.

23.3 In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB Para 10, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline extended

23.4 If the due date for submission of bids is not a working day, the bids shall be received and opened at the same time and hour on the next working day.

24. Late Bids

24.1 The Procuring Entity's officer authorized to receive the bids shall not receive

any bid that is submitted personally by hand after the time and date fixed for submission of bids under any circumstances.

- 24.2 Any bid which arrives by post after the deadline for submission of bids shall be declared and marked as “Late” and returned unopened to the Bidder by registered post.

25. Withdrawal, Substitution and Modification of Bids

25.1 A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written notice, duly signed by the Bidder or his representative authorised in writing and such letter of authority shall be enclosed with the bid. The corresponding substitution or modification of the bid contained in sealed envelopes as required must accompany the written notice. Such written notice shall be—

- a) submitted in accordance with the Bidding Documents with the envelope clearly marked as “Withdrawal,” “Substitution,” or “Modification” as applicable ,and
- b) received by the officer authorized to receive the bids or directly dropped in the bid box prior to the last time and date fixed for receiving of bids.

25.2 Bids requested to be withdrawn shall be returned unopened to the Bidders.

25.3 No bid shall be withdrawn, substituted, or modified after the time and date fixed for receipt of bids as specified in the BDS.

26. Opening of Bids

26.1 The sealed bid box shall be opened by the Bid Opening Committee constituted by the Procuring Entity at the time, date and place **as specified in the BDS** in the presence of the Bidders’ authorized representatives who choose to be present, enabling them to watch the proceedings.

26.2 The Procuring Entity’s officer authorized to receive bids shall also handover all the bids received by him up to the time and date for submission of bids to the convener of the Bid Opening Committee and obtain the signature of the convener of the Committee in the bids receipt register.

26.3 Each bid received shall be opened by the Bid Opening Committee in the presence of the Bidders or their authorised representatives who choose to be present. All envelopes containing bids shall be signed, indicating date and time, by the members of the Committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as “a/n’, where ‘a’ denotes the serial number at which the bid envelope has been taken for opening and ‘n’ denotes the total number of bids received by the specified

time;

- 26.4 The Bid Opening Committee shall prepare a list of Bidders or their representatives attending the opening of bids and obtain their signatures on the same. The list shall also contain the name, e-mail and mobile telephone number of the representatives and the corresponding names and addresses of the Bidders they represent. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all members of Bid Opening Committee indicating the date and time of opening of the bids.
- 26.5 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded and the envelope containing the corresponding bid shall not be opened, but returned to the concerned Bidders. No bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal which shall also be read out and recorded. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding bid shall be opened.
- 26.6 Next, envelopes marked as "SUBSTITUTION" shall be opened, read out, recorded and exchanged for the corresponding bid being substituted and the substituted bid shall not be opened, but returned to the Bidder. No bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution which shall also be read out and recorded. Thereafter, envelopes marked as "MODIFICATION" shall be opened, read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification which shall be read out and recorded.
- 26.7 All other envelopes shall be opened one at a time and the following details shall be read out and recorded-
- (a) The name of the Bidder and whether there is a substitution or modification;
 - (b) the bid prices (per lot if applicable);
 - (c) the bid security deposited; and
 - (d) any other details as the Committee may consider appropriate.
- 26.8 After all the bids have been opened, these shall be initialed and dated on the

first page of each bid by the members of the Bid Opening Committee. All the pages of the price schedule and letters etc attached shall be initialled and dated by the members of the Committee. Key information such as prices, completion period, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the Committee. The original and additional copies of the bid shall be marked accordingly. Alterations, corrections, additions, overwriting shall be initialled legibly to make it clear that such alterations, corrections, additions, overwriting existed in the bid at the time of opening.

26.9 No bid shall be rejected at the time of bid opening except the late bids, alternative bids if not permitted and bids not accompanied with the proof of payment or instrument of the required price of bidding documents, processing fee or user charges and bid security.

26.10 The Bid Opening Committee shall prepare a record of the proceedings of the bid opening that shall include the name of the Bidders and whether there is a withdrawal, substitution, or modification, the bid price, per lot, if applicable, any discounts and alternative offers if they were permitted, any conditions put by Bidder and the proof of the payment of price of bidding documents, processing fee or user charges and bid security. The Bidders or their representatives, who are present, shall sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the Committee shall also sign the record noting the date;

E. EVALUATION AND COMPARISON OF BIDS

27. Confidentiality

27.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders

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

27.3 Notwithstanding ITB Para 27.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

28. Preliminary Examination of Bids

28.1 The The Bid Evaluation Committee constituted by the Procuring Entity shall conduct a preliminary scrutiny of the opened bids at the beginning to assess the prima-facie responsiveness and record its findings thereof particularly in respect of the following:

- (a) that the bid is signed, as per the requirements listed in the Bidding Documents;
- (b) that the bid has been sealed as per instructions in the Bidding Documents;
- (c) the bid is valid for the period, specified in the Bidding Documents;
- (d) that the bid is accompanied by due Bid Security and Processing Fee;
- (e) that the bid is unconditional and that the Bidder has agreed to give the required performance security;and
- (f) whether any other conditions specified in the Bidding Documents are fulfilled.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any Bidder in writing for clarification by a specific date regarding its bid specifically therein that if the Bidder does not comply or respond by that date his bid shall be liable to be rejected. The request of the Committee for clarification and the response of the Bidder thereto shall be in writing. Depending on the outcome, such bids shall be ignored or considered further;

29.2 Any clarification submitted by a Bidder with regard to his bid that is not in response to a request by the Committee specifically shall not be considered;

29.3 No change 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 Committee in the evaluation of the financial bids;

29.4 No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances; all communication generated as above shall be included in the record of the procurement proceedings.

30. Immaterial Non-conformities in Bids

30.1 The Bid Evaluation Committee may waive non-conformities in the bid that do not constitute a material deviation, reservation or omission and deem the bid to be responsive;

30.2 The Bid Evaluation Committee may request the Bidder to submit necessary information or documents which are historical in nature like audited

statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period of time. Failure of the Bidder to comply with the request within the given time shall result in the rejection of its bid; the Bid Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the information or documentation received from the Bidder under ITB Para30.2.

31. Determination of Responsiveness

31.1 The Bid Evaluation Committee constituted by the Procuring Entity shall determine the responsiveness of a bid to the Bidding Documents based on the contents of the bid submitted by the Bidder;

31.2 A bid shall be deemed to be substantially responsive if it meets the requirements of the Bidding Documents without any material deviation, reservation, or omission where:-

- (a) "deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

31.3 A "material deviation, reservation, or omission" is one that,

(a) If accepted, shall:-

- (i) effect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the Bidding Documents; or
- (ii) limit in any substantial way, inconsistent with the Bidding Documents, the rights of the Employer or the obligation of the Bidder under the proposed contract; or

(b) if rectified shall unfairly affect the competitive position of other Bidders presenting responsive bids;

31.4 The Bid Evaluation Committee shall examine the technical aspects of the bid in particular to confirm that all requirements of Bidding Documents have been met without any material deviation, reservation or omission;

31.5 The Bid Evaluation Committee shall regard a bid as responsive if it conforms to all requirements set out in the Bidding Documents, or contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the Bidding Documents, that is, there is no material deviation, or if it contains errors or oversights that can be corrected without any change in the substance of the bid;

Bids that are not responsive or contain any material deviation shall be rejected. Bids declared as non-responsive shall be excluded from any further evaluation.

32. Nonconformities, Errors and Omissions

- 32.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any nonconformities in the Bid.
- 32.2 Provided that a bid is substantially responsive, the Procuring Entity or authorised representative 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. Such omission 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.
- 32.3 Provided that a bid is substantially responsive, the Bid Evaluation Committee 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.

33. Correction of Arithmetical Errors

- 33.1 Provided that the Bid is substantially responsive, the Bid Evaluation Committee shall correct arithmetical errors in the following cases, namely:
- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a calculation of the total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 33.2 If the price bid is ambiguous leading to two equally valid total price amounts, the bid shall be treated as non-responsive and rejected. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB Para 33.1, shall result in the rejection of the Bid.

34. Subcontractors

- 34.1 **Unless otherwise stated in the BDS**, the Employer does not intend to execute any specific elements of the Non-Consultancy Services by sub-contractors

selected in advance by the Employer

34.2 The Employer may permit subcontracting for certain specialized Non-Consultancy Services as indicated in Section V. When subcontracting is permitted by the Employer, the specialized sub-contractor's experience shall not be considered for evaluation.

34.3 Bidders may propose subcontracting as **specified in the BDS**

35. Evaluation of Bids

35.1 The Procuring Entity / Evaluation Committee shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.

35.2 To evaluate a Bid, the Procuring Entity / Evaluation Committee shall consider the following:

- (a) Evaluation will be done for Items or Schedules /Lots (contracts), as **specified in the BDS**; and the Priced Activity Schedule as quoted in accordance with ITB Para 14.
- (b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1
- (c) price adjustment due to discounts offered in accordance with ITB Para 14
- (d) price adjustment due to quantifiable non material non conformities in accordance with ITB 30.3
- (e) the additional evaluation factors are specified in **Section IV: Evaluation and Qualification Criteria**

35.3 If Bidders are allowed to quote separate prices for different Schedules / Lots (contracts), the methodology to determine the lowest evaluated price of the Schedule/ Lot (contract) combinations, including any discounts offered in the Letter of Bid Form as specified in BDS and **in Section IV - Evaluation and Qualification Criteria**

35.4 The evaluation of a bid will include and take into account all taxes and duties / GST payable on the services if the contract is awarded to the Bidder

35.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of Non-Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, shall be **specified in Section IV - Qualification and Evaluation Criteria**.

36. Comparison of Bids

- 36.1 The Procuring Entity / Evaluation Committee shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.
- 36.2 The additional criteria for comparison of bid prices of substantially responsive bids are specified in Section IV - Evaluation and Qualification Criteria

37. Qualification of the Bidder

- 37.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria **specified in Section IV - Evaluation and Qualification Criteria**
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Para 17
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity/ Evaluation Committee shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

38. Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids

The Procuring Entity reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Procuring Entity shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders

F. AWARD OF CONTRACT

39. Award Criteria

- 39.1 Subject to ITB 38.1, the Procuring Entity shall award the Contract to the Bidder whose bid has been accepted after evaluation of bids.
- 39.2 The contract shall not be awarded to more than one Bidder by splitting the quantity as given in Activity Schedule.

40. Notification of Award

- 40.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall

notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Procuring Entity will pay the Service Provider in consideration of the Delivery / Performance of Services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

- 40.2 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 40.3 The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB Para 40.1, requests in writing the grounds on which its bid was not selected.

41. Performance Security

- 41.1 Within twenty-eight (28) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security amount as specified in BDS, in accordance with the GCC, using the Performance Security Form included in Section IX: Contract Forms, or another Form acceptable to the Procuring Entity and sign the contract.
- 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and/or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily provided the offered by it is reasonable.
- 41.3 The validity of the performance security shall be for a period of 45 days beyond the date of completion of all contractual obligations.

42. Signing of Contract

- 42.1 Promptly after notification of Award, the Procuring Entity shall send the successful Bidder the Contract Agreement.
- 42.2 Within twenty-eight (28) days of receipt of the Letter of Acceptance, the successful Bidder shall sign, date, and return it to the Procuring Entity along with the performance security.

Section III – Bid Data Sheet (BDS)

Bid Data Sheet

The following specific data for the Non-Consultancy 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 Para Reference	Particulars
	A. General
ITB 1.1	The reference number of the Notice Inviting Bids (NIB) is: <i>GMC/SBM/74/2022/24</i> The Procuring Entity is: <i>Commissioner, GMC</i>
ITB 1.6	The Intended Completion Date is <i>60 days from award of contract.</i>
ITB7.2	www.gmc.assam.gov.in
	B. Bidding Documents
ITB 8.1	The Procuring Entity's address for the purpose of any clarification is: <u><i>O/o Commissioner, GMC, Bhangagarh, GMDA building.</i></u> Requests for clarification should be received by the Procuring Entity no later than: <u><i>3 [insert number of days]</i></u>
ITB8.2	www.gmc.assam.gov.in
ITB 9.1	Pre-Bid Meeting shall be scheduled: No
ITB10.2	www.gmc.assam.gov.in
	C. Preparation of Bids
ITB 11.1 (xv)	The Bidder shall submit the following additional documents in its Bid: <i>GST, PAN, Trade License, Experience Record in Government institutes for similar services/works, list of Tools and equipments available for survey.</i>
ITB 13.1	Alternative Bids shall not be considered.
ITB 14.4	The price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account.

ITB 18.1	The bid validity period shall be 120 days .
ITB 19.1	Bid Processing Fee “shall be” Of <u>INR 500</u> required. Deposit through digitalmodeis “not permitted”
ITB20.1	The amount of Bid Security shall be <u>Rs.10000/- In F.D form valid for 6 months atleast</u>
ITB20.4(c)	Bid Security deposit through digitalmodeis “notpermitted”
ITB20.4(d)	Other acceptable forms ofBidSecurity:NA
ITB20.9	<i>‘Not applicable’]</i>
ITB20.11	The bid security “shall be” adjusted with the amount of performance security required from him.
ITB21.1	In addition to the original of the Bid, the number of copies is: <i>[insert number of copies] NIL.</i>
ITB21.2	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: Letter of authorisation
D. Submission and Opening of Bids	
ITB23.1	Procuring Entity’s address for bid submissionis: <u>O/o Commissioner, GMC, Bhanagagrh, GMDA Building.</u>
	The deadline for Bid Submission is: 26.05.2023 at 2.00 P.M
ITB26.1	The bid opening shall take placeat <u>O/o of Commissioner, GMC, GMDA building, 2nd Floor.</u> The date and time for Bid openingis: 26.05.2023 at 2.30 P.M
E. Evaluation and Comparison of Bids	
ITB 34.1	The Employer “does not intend” to execute certain specific parts of the Non-Consultancy Services by sub-contractors selected in advance.

Section III: Bid Data Sheet

ITB35.2(a)	NOT applicable
ITB 35.4 (b)	<i>Not Applicable</i>
ITB 41 (a)	<i>Not applicable as payment shall be processed only on successful completion.</i>

Section IV – Evaluation and Qualification Criteria

This Section contains all the criteria that the Employer shall use to evaluate a bid and qualify the Bidders in accordance with ITB 34, 35 and 36, no other factors, methods or criteria shall be used.

4.1 Evaluation (ITB35)

4.1.1 Evaluation Criteria {ITB 35.2(e)}

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

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

The Procuring Entity's evaluation of a Bid to determine lowest evaluated Bidder may take into account, in addition to the Bid Price quoted in accordance with ITB 14, one or more of the following factors as specified in ITB 35.4 (b) and in BDS referring to ITB 35.4 (b), using the following criteria and methodologies.

Adequacy of Technical Proposal

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

4.1.3 Alternative Bids (ITB 13.1)

~~An alternative if permitted under ITB 13.1, will be evaluated as follows: [insert one of the following]~~

~~"A Bidder may submit an Alternative Bid only with a Bid for the base case. The Employer shall only consider the Alternative Bids offered by the Bidder whose Bid for the base case was determined to be the Most Advantageous Bid."~~

~~or~~

~~"A Bidder may submit an Alternative Bid with or without a Bid for the base case. The Employer shall consider Bids offered for alternatives as specified in the Scope of Non consultancy Services and standards of Section V, Activity Schedule. All Bids received, for the base case, as well as Alternative Bids meeting the specified requirements, shall be evaluated on their own merits in accordance with the same procedures, as specified in the ITB 35 and ITB 36."~~

4.2 Qualification (ITB36)

4.2.1 Post qualification Requirements (ITB36.2)

After determining the lowest-evaluated bid in accordance with ITB 36.1, the Employer shall carry out the post qualification of the Bidder in accordance with ITB 36, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria [*suggestive*]:

- a) The Bidder should have executed annual volume of Similar Services of **Rs.10,00,000/-**during any one of the last Three (3) financial years.
- b) The bidder must have valid PAN, GST, TRADE License and other statutory compliances/requirements.

Section-V: Activity Schedule

5.1 Activity Schedule

5.1.1 Objectives

The Objective of the assignment is-

- To deploy sufficient manpower and instruments for survey of 2000 KM stretch.
- Survey for alignment of drain, length of drain and Type and width of drain.
- Submission of drawings in CAD and GIS softwares as per requirement of GMC.
- Submission of drawings in Hard copies.
- The assignment must be completed within 2 months.

5.1.2 Daywork Schedule

- (a) Deleted

5.1.3 Provisional Sums

Deleted

5.2 Performance Specifications and Drawings (Describe Outputs and Performances, rather than Inputs, wherever possible)

5.2.1 Notes on Specifications

The agency must have or arrange for –

Electronic Total Stations, RTK DGPS, Hand held GPS, Eco Sounder with GPS, Authentic CAD software (Professional) and GIS software.

The Outcome of survey must be achieved by the agency and deliverable must be submitted within the stipulated period. All associated activities shall also be the responsibility of the agency.

5.2.2 Sample Clause: Equivalency of Standards and Codes

The standards and policies applicable for GIS/DGPS surveys shall be applicable and the agency must ensure compliances to all such regulations, Acts, rules that prevails in India and/or the State of Assam.

Section VI – Bidding Forms

6.1 Letter of Bid¹

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

Note: All italicized text is for use in preparing these forms and shall be deleted from the final products.

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

Bid Ref. No.: **[insert number of bidding process]**

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

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB10);
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with ITB4;
- (c) We offer to supply in conformity with the Bidding Documents and in accordance with the Completion Schedules specified in the Activity Schedule the following Non-Consultancy Services
:[insert a brief description of the Non-Consultancy Services];
- (d) The total price of our Bid is specified in the Priced Activity Schedule.
- (e) Our bid shall be valid for a period fixed from the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3(e), other than alternative bids submitted in accordance with ITB13;
- (h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;

¹The bidders are required to affix in the bid letter a stamp duty of Rs 8.25 (if they are from Assam) or IPO of Rs 10.00 (if they are from outside of Assam).

Section VI: Bidding Forms

- (i) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in ITB Para 3 of the Bidding Documents
- (j) We hereby certify that we are neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract
- (k) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;
- (l) We hereby certify that we are not insolvent, inreceivership, bankrupt or being wound up,not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (m) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the Bidder _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder _____

Title of the person signing the Bid _____

Signature of the person named above _____

Date signed _____

6.2 Bidder Information Form

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

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

Bid Ref. No.: *[insert number of bidding process]*

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
3. Bidder's Address: <i>[insert Bidder's legal address]</i>
4. 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>
5. 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 ITB4.3. <input type="checkbox"/> Organizational chart, a list of Board of Directors, and the beneficial ownership. <input type="checkbox"/> Income Tax Registration Document / PANCard <input type="checkbox"/> GSTIN Registration Certificate <input type="checkbox"/> Any other document

6.3 Form of Priced Activity Schedule

[The Bidder shall fill in the Form in accordance with the instructions indicated. The list of Schedule No. / Lot No. in column 1 shall coincide with the List of Non-Consulting Services specified in the Activity Schedule.]

1	2	3	4	5	6=4x5	7	8 = 6+7
Schedule No. / Lot No.	Description of Non- Consultancy Services	Unit	Rate per unit	Total Volume of Work/ Service Area	Total Price without Tax	GST Rate %	Total Price (inclusive of GST)
1	Survey of Drainage Network inclusive of all components as detailed in the bidding document.	Kms	Rs	2000 KMS			
Total Bid Price							_____

Signature and seal of Bidder's authorized signatory

Note:

1. GST shall be payable at applicable rate against valid GST invoice.

6.4 Methodology and Work Plan

~~[The bidder shall provide methodology and work plan to perform the services described in Section V:
Activity Schedule]~~

6.5 — Form of Bid Security

(Bank Guarantee)

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

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

~~**Bid Ref. No.:** [Employer to insert reference number for the Invitation for Bids]~~

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

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

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

~~We have been informed that ___[insert name of the Bidder,] (hereinafter called "the Applicant") will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of ___under Bid Ref.No.__(“the Bidding Documents”).~~

~~Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.~~

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

- ~~(a) has withdrawn its Bid during the period of bid validity set forth in the Applicant's Letter of Bid (“the Bid Validity Period”), or any extension there to provided by the Applicant; or~~
- ~~(b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders (“ITB”) of the Beneficiary's bidding document.~~

~~This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.~~

Section VI: Bidding Forms

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

[Signature(s)]

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

6.6 Qualification Information

1. Total annual volume of Services performed in five years:[*insert*]
2. Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years.
3. List details of Services under way or committed, including expected completion date

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

4. Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

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

5. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies;
6. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB5;
7. Statement of compliance with the requirements of ITB6.2
8. Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.
9. Bidders should provide any additional information required **in the BDS**

6.7 Proforma for Other Details of Bidder and its Bank

1. Name & full address of the Bidder:

2. (a) Telephone & Fax No

(b) Email

3. Details of two Persons that Employer may contact for requests for clarification during bid evaluation:

	1st	2nd
(i) Name:		
(ii) Tel number (direct):		
(iii) Mobile No.		
(iv) Email address		

4. Bank details from where the Bank Guarantee for Bid Security has been issued:

(i) Name and address of the Bank:

(ii) Name of the contact Person

(iii) Phone number/Mobile

(iv) Fax Number

(v) Email address

Signature and seal of the Bidder

Section VII - General Conditions of Contract

1. General Provisions

1.1 Definitions

Unless the context other wise 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) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer;
- (c) “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, **as named in SCC**;
- (d) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) “Day works” 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;
- (f) “Employer” means the party who employs the Service Provider **as specified in SCC**.
- (g) “GCC” means these General Conditions of Contract;
- (h) “Government” means the Government of Assam;
- (i) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity **specified in the SC** to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer

under this Contract;

- (j) “Party” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them;
- (k) “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;
- (l) “Service Provider” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer **as specified in SCC**;
- (m) “Service Provider’s Bid” means the completed Bidding Document submitted by the Service Provider to the Employer
- (n) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (o) “Specifications” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer
- (p) “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.
- (q) “Sub contractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

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

1.3 Language This Contract has been executed in the English language, 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 given by one party to the other pursuant to the Contract shall be in writing to the **address specified in the SCC**. The term “in writing” means communicated in written form with proof of receipt. A notice shall be effective from the

date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A.

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 Govt. of Assam

The Service Provider shall permit the Govt. of Assam and/or persons appointed by the Govt. of Assam 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 Auditors appointed by the Govt. of Assam, if requested. Any act of the Service Provider that intended to materially impede the exercise of the Govt. of Assam's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Govt. of Assam's prevailing sanctions procedures).

1.8 Taxes and Duties

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

1.9 Code of Integrity

The Employer and all officers or employees of the Employer, whether involved in the procurement process or otherwise, or Service Provider and their representatives participating in a procurement process or other Persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity. Govt. of Assam prescribes to the Employer and Service Provider to uphold the Code of Integrity, which prohibit officers or employees of a Employer or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- (v) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
- (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (vii) any obstruction of any investigation or audit of a procurement process;
- (viii) making false declaration or providing false information for participation in-
 - a) tender process or to secure a contract;
 - b) disclosure of Conflict of Interest;
 - c) discloser by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity
 - d) during the last three years or of any debarment by any other Procuring Entity

In case of any breach of the Code of Integrity by a Service Provider or a prospective Service Provider, as the case may be, the Employer/Procuring Entity after giving a reasonable opportunity of being heard, may take appropriate measures including –

- a) exclusion of the Service Provider from the procurement process;
- b) recovery of payments made by the Employer along with interest thereon at bankrate;
- c) cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer;
- d) debarment of the Service Provider from participation in future procurements of the Govt. of Assam for a period not exceeding three years.

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

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

2.2 Commencement of Services

- (a) **Program:** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- (b) **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. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Employer may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/ functionality.

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

- (a) accelerates the delivery period; or
- (b) reduces the Contract Price or the life cycle costs to the Employer; or
- (c) improves the quality, efficiency, safety or sustainability of the services; or
- (d) yields any other benefits to the Employer, without compromising the necessary functions of the Facilities.

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

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

**2.5 Force
Majeure**

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

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

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

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

2.6 Termination

2.6.1 By the Employer

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

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, 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 Payment upon Termination

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

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

- (b) Except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract, including the cost of the return travel of the personnel

3.1 General

3. Obligations of the Service Provider

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 Interest

3.2.1 The Service Provider shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.2 Conflict of interest for a Employer or its personnel and Service Provider is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

3.2.3 Govt. of Assam describes the situations in which an Employer or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following –

- a) Conflict of Interest occurs when the private interests of a procuring entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
- b) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Employer, employment after retirement from service or of relatives or the receipt of a gift that may place the Employer or its personnel in a position of obligation;
- c) Conflict of Interest also includes the use of assets of the Employer including human, financial and material assets, or the use of the office of the Employer or knowledge gained from official functions for private gain or to prejudice the position of someone the Employer or its personnel does not favour;
- d) Conflict of Interest may also arise in situations where the Employer or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Employer;

3.1.2 The situations in which Bidder participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following-

- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
- b) If they receive or have received any direct or indirect subsidy from any other bidder;

- c) If they have the same legal representative for purposes of the bid;
- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- e) If they participate in more than one bid in the same bidding process;
- f) If they have controlling partners in common;
- g) If a consultant or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in anyway;

3.1.3 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, as well as any Sub-contractors and any entity affiliated with such Sub-contractor, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project, unless otherwise indicated in the **SCC**.

3.3 Confidentiality

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

3.4 Insurance to be Taken Out by the Service Provider

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

3.5 Service Provider's Actions Requiring Employer's Prior Approval

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

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

3.6 Reporting Obligations

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

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

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

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

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

3.8.2

Correction for Over-payment

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

3.8.3 **Lack of performance penalty**

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

3.9 **Performance Security**

The Service Provider shall provide the Performance Security to the Employer within 28 days of issue of Letter of Award. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 45 days from the Completion Date of the Contract in case of a bank guarantee.

3. 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.

4. Obligations of the Employer

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law

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

5.3 Services and Facilities

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

5. Payments to the Service Provider

- 6.1 Lump-Sum Remuneration** The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
- 6.2 Contract Price** The price payable is **set forth in the SCC**.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendix D.
- 6.4 Terms and Conditions of Payment** Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Dayworks

- 6.5.1 If applicable, the Daywork rates in the Service Provider's Bid Shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
- 6.5.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.5.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.5.2

7. Quality Control

7.1 Identifying Defects

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

7.2 Correction of Defects, and Lack of Performance Penalty

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

1. 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

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

Section VIII - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(c)	The contract name is _____ [insert brief description/ title of Non-Consultancy Services]
1.1(f)	The Employer is _____ [insert name of Employer]
1.1(i)	The Member in Charge is _____ [insert name of Member in Charge, in case bidder is JV]
1.1(l)	The Service Provider is _____ [insert name of Service Provider]
1.6	<p>The addresses are:</p> <p>Employer:</p> <p>_____ Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p> <p>Service Provider: _____</p> <p>_____ Attention: _____</p> <p>Facsimile: _____</p> <p>E-mail: _____</p>
1.6	<p>The Authorized Representatives are:</p> <p>For the Employer: [name, title] _____</p> <p>For the Service Provider: [name, title] _____</p>
2.1	The date on which this Contract shall come into effect is _____.
2.2.2	The Starting Date for the commencement of Services is _____.
2.3	The Intended Completion Date is _____.
2.4.1	If the value engineering proposal is approved by the Employer the amount to be paid to the Service Provider shall be % [insert appropriate percentage. The percentage is normally up to 50%] of the reduction in the Contract Price.
3.2.5	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2.4.g

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Yes _____ No _____
3.4	The risks and coverage by insurance shall be: (i) Third Party liability _____ (ii) Employer's liability and workers' compensation _____ (iii) Professional liability _____ (iv) Loss or damage to equipment and property _____
3.7	Restrictions on the use of documents prepared by the Service Provider are: Restricted _____ _____
3.8.1	The liquidated damages rate is <u>0.05 %</u> per day The maximum amount of liquidated damages for the whole contract is <u>3%</u> percent of the final Contract Price.
6.2	The amount is _____.
6.4	Payments shall be made according to the following schedule: On completion of the assignment based on actual survey conducted and completed and certified by concerned officer/Engineer of GMC.
6.5	Payment shall be made within <u>30</u> days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, subject to availability of fund
7.1	The Defects Liability Period is <u>6 months</u> .

8.2

Disputes shall be settled by arbitration in accordance with the following provisions:

1. Selection of Arbitrators. Each dispute submitted by a Party to arbitrationshall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:
 - a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to *[name an appropriate professional body]* for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty(60) days of the date of the list,*[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or other wise, a sole arbitrator for the matter in dispute.
 - b) Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Service Provider shall each appoint one(1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate appointing authority]*.
 - c) If, in a dispute subject to paragraph (b) above, oneParty fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the *[name the same appointing authority as in said paragraph (b)]* to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the Arbitration and Conciliation Act, 1996 as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter indispute.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> a) proceedings shall be held in Guwahati, <i>India</i> b) The <i>English</i> language shall be the official language for all purposes; and c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

Appendices

Appendix A - Description of the Services

Service to be provided- GPS survey of drainage network in Guwahati for 2000 KMS length.

The place is Guwahati.

Appendix B - Schedule of Payments and Reporting Requirements

Only on completion of assignment and submission of deliverables and acceptance thereof.

Appendix C - Key Personnel and Subcontractors

List under: C-1 Survey staff as may be required to complete the task in stipulated time.

Appendix D - Breakdown of Contract Price

As per Price Bid

Appendix E - Services and Facilities Provided by the Employer

Site access and details of site only.

Section IX - Contract Forms

1. Letter of Acceptance

[on letterhead paper of the Employer]

..... **date.**

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

Subject: **Contract No.**

This is to notify you that your Bid dated _____ *[insert **date of bid submitted by the bidder]*** for the execution of _____ *[insert **brief description of Non-Consultancy services]*** against Bid Invitation Ref.No. _____ *(insert **Bid Ref. No.**)* is hereby accepted by the Employer for the Contract Amount of Rs. _____ *[insert **amount in numbers and words]***, as corrected and modified in accordance with the Instructions to Bidders.

You are requested to furnish the Performance Security within 28 days form issue of this letter in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section IX, Contract Forms of the Bidding Documents.

Authorized
Signature:.....

Name and Designation of
Signatory:.....

Name of
Employer:.....

2. Form of Contract

[letterhead paper of the Employer]

LUMP-SUM REMUNERATION

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

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

WHEREAS

- (a) The Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of... ;

Now therefore the parties hereto hereby agree as follows:

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

- (a) the Letter of Acceptance;
- (b) the Service Provider’s Bid
- (c) the Special Conditions of Contract;
- (d) the General Conditions of Contract;
- (e) the Specifications;
- (f) the Priced Activity Schedule;and
- (g) The following Appendices: **[Note:** *If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and*

on the sheet attached here to carrying the title of that Appendix.]

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Sub contractors

Appendix D: Breakdown of Contract Price

Appendix E: Services and Facilities Provided by the Employer

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 WHERE OF, 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]

3. _____ Performance Security

Bank Guarantee

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

Beneficiary: *— [insert name and Address of Employer]* **Date:** *— [Insert date of issue]*

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

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

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

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

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

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

[signature(s)]

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

~~¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance.~~

~~²Insert the date forty-five days after the expected completion dates described in GC Clause 18.4. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”~~

4. ~~_____~~ Advance Payment Security

Beneficiary: ~~[Insert name and Address of Employer]~~ **Date:** ~~[Insert date of issue]~~

ADVANCE PAYMENT GUARANTEE No.: ~~[Insert guarantee reference number]~~

Guarantor: ~~[Insert name and address of place of issue, unless indicated in the letter head]~~

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum ~~[insert amount in figures] () [insert amount in words]~~ is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or ~~sums~~ not exceeding in total an amount of ~~[insert amount in figures] () [insert amount in words]~~¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand it self or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- ~~(a) has used the advance payment for purposes other than toward delivery of Services; or~~
- ~~(b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.~~

~~A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's bank].~~

~~The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the~~

~~*[insert day]* day of *[insert month]*, 2 *[insert year]*, which ever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.~~

[signature(s)]

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

¹ ~~*The Guarantor shall insert an amount representing the amount of the advancepayment.*~~