

BIDDING DOCUMENT

NON-CONSULTING SERVICES

ONLINE TENDERING WITH TWO-BID SYSTEM

Bidding Documents

for

**Integrated Services Tender for Conducting 3 Month Induction Training of Forester-I at
Assam Forest School, Jalukbari.**

(Re-Tender-I)

Bid Ref. No.: FS/Tender/EE/2025-26/03

Date of Issue: 04/11/2025



Issued by
The Director, Assam Forest School, Jalukbari, Guwahati-781014

PREFACE¹

This Standard Bidding Document (SBD) has been prepared in line with the requirement given in Sub-section (4) of Section 20 of the Assam Public Procurement Act, 2017 and should be treated as Model Bidding Documents for Procurement of Non-Consultancy Services² by following Open Competitive Bidding method. The Open Competitive Bidding is most preferred method of procurement and may also be followed in other methods of procurement viz. Two Stage Bidding, Electronic Reverse Auction and Rate Contract.

This SBD has been prepared for procurement of Non-Consultancy Services, inviting **online** bids following **single stage two-bid system**. The SBD may be suitably customized for use in other methods of procurements, inviting bids from pre-qualified Bidders.

This SBD is intended as model lump-sum types of contract, which are the most common in Non-Consultancy Services contracting. Lump-sum contracts are used in such Non-Consultancy Services which are well defined and are unlikely to change in quantity or specification, and where encountering difficult or unforeseen site conditions are unlikely.

The SBD shall be used by all the 'Procuring Entities' as defined in Sub-section (x) of Section 2 of the Assam Public Procurement Act, 2017 after suitably customizing it to specific requirement of Non-Consultancy Services.

The instructions/provisions given in **Section II - Instructions to Bidders (ITB)** should **not be altered while customizing this document**. However, wherever reference to Bid Data Sheet (BDS) has been made, the respective instructions should be complemented / supplemented / amended by way of BDS (Section III), as required. In such case, instructions contained in ITB and related BDS shall be read together. **Whenever there is a conflict between the information contained in ITB and BDS, the instructions contained in BDS shall prevail.**

Likewise, **General Conditions of Contract (Section-VII)** should **not be altered while customizing this document**. However, wherever reference to Special Conditions of Contract (SCC) has been made, the respective clauses should be supplemented and or amended by way of SCC (Section VIII), as required. In such case, the clauses contained in GCC and related SCC shall be read together. Whenever there is a conflict between the information contained in GCC and SCC, the clauses contained in SCC shall prevail. **The Section-IX contains Contract Forms and necessary Appendixes which shall be used for signing of Contract with Service Provider.**

The Section IV - Evaluation and Qualification Criteria given in this section are generic and suggestive only. These should be prepared afresh for every procurement of Non-Consultancy Services depending on market segment being captured and qualifications that a Bidder should carry to execute contract, if awarded to a Bidder. This should contain, at one place, all such evaluation methodologies to be applied and qualification criteria that should be fulfilled by the Bidder.

¹ The 'Preface' should be deleted from the finally customized Bidding Documents by the Procuring Entity.

² Non-Consultancy Services' as explained in Rule 25(1) of the 'The Assam Public Procurement Rules, 2020' means any subject matter of procurement other than goods or works, except those consequential or incidental to that service or subject matter, that involve physical, measurable deliverables or well defined outcomes, where performance criteria or standards can be clearly identified and consistently applied. These services include maintenance, transportation, hiring of vehicle, outsourcing management of building facilities, management, security, catering, reprography, photocopy service, janitor, office errand services, drilling, aerial photograph

hy, video recording, satellite imagery, survey, mapping, information technology related services like website design, maintenance etc.

The **Section-V: Scope of Work** should have all such information related to Scope of Non-Consultancy Services, including details of the works or services to be performed by the Service Provider, the facilities and inputs which will be provided to the Service Provider by the Employer and completion schedule.

Section-VI: Bidding Forms includes all such forms Bidders are required to use / fill and submit along with their bids. In case any additional information is required as per specific requirement of Non-Consultancy Services, the same may be added in existing forms as appropriate. In case required, additional forms may be added in this section.

The State Procurement Facilitation Cell (SPFC) may be contacted for any question regarding applicability of the SBD and any issue while customizing it to specific procurement need.

Tender No. FS/Tender/EE/2025-26/03

Date: 04/11/2025

NOTICE INVITING RE-TENDER

Sealed tenders affixing non-refundable court fees stamp of Rs. 8.25 (Rupees Eight & Twenty Five Paisa) for bidders from Assam or IPO of Rs. 10.00 (Rupees Ten) for bidders outside Assam are invited on behalf of The Director Assam Forest School, Jalukbari, Guwahati-14 from the intending Contractors/ Service providers/Firms for the work mentioned below –

Sl. No.	Name of Work	Place of Work	Total estimated cost including GST and all taxes (in Rs.)	Performance Security Deposit	Earnest Money Deposit	Bid Processing Fee (in Rs.)
1	Integrated Services Tender for Conducting 3 Month Induction Training of Forester-I at Assam Forest School, Jalukbari.	O/o the Director, Assam Forest School, Jalukbari	31,25,000.00	10 % of the Estimated Cost	2% for Gen, 1% for OBC/ST/SC of the Estimated cost	1000/-

The details of the bid may be seen at e-procurement portal website <https://assamtenders.gov.in> from 05/11/2025 (10:00 Hours).

The TIA reserves the right to accept or reject any bid/tender and to cancel/ annul the bidding process and reject all bids at any time prior to contract award.

NB: - The Press Notice will be a part of the bid document.

S/d
Director
Assam Forest School
Jalukbari, Guwahati-14

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Section-I: Notice Inviting Bids (NIB)

The Director, Assam Forest School, Jalukbari, Guwahati-781014

NOTICE INVITING BID

Tender Ref.No.FS/Tender/EE/2025-26/03

Dated: 04/11/2025

The Director, Assam Forest School, Jalukbari, Guwahati-781014, hereby invites online Bids from eligible Bidders following **two-bid system** of bidding for 'Integrated Services Tender for Conducting 3 Month Induction Training of Forester-I at Assam Forest School, Jalukbari.'

Sl. No.	Particulars	Unit	Qty	Rate (in Rs.)	Amount (in Rs)	Completion Period	Bid Security
1	2	3	4	5	6		
1	A. Local tour					3 months	Rs. 62,500/- for General and 31,250/- for SC/ST/OBC
	a) Hiring of 40 seater ultra bus including cost of fuel, maximum 250 km distance travel per day.	Days	5	22000	110000		
2	B. 12 days Educational Tour inside Assam						
	a) Diesel, M oil etc. for Govt. School Bus, Traveller, Camper and Bolero including maintenance of vehicle.	LS			350000		
	b) Hiring of 40 seater ultra bus including cost of fuel, halting charge etc for maximum 250 km distance travel per day.	Days	12	22000	264000		
	c) Accommodation in different hostels / dormitory / guest houses during Tour for 80 Trainees and 5 nos faculties and other accompanying staffs= 85 units x 11 nights = 935 Stays	Stay	935	1800	1683000		
	d) Entry fee, Gypsy safari, Boat safari, Society fee etc. in various National Parks and Wildlife Sanctuaries.	LS			180000		

Section I: Notice Inviting Bids

3	C. Office maintenance and organizing examination with paper evaluation.					
	a) Conducting Written Exam of the trainees.	LS		100000		
	b) Refreshment for guest lecturers and evaluators.	LS		30000		
4	D. Valedictory function (Minister Level)					
	a) Organizing Valedictory function (Minister Level) including Hall decoration/Pandal setup , refreshment etc.	LS		200000		
	b) Printing of Certificates & Group Photo including eco-friendly folders (80 Passing certificates & 12 Nos. Awardees)	Nos	92	1500	138000	
	c) Felicitation to Guests (gamusa, flower bouquet, etc)	LS		10000		
	d) Awards, medals, trophies,etc	LS		60000		
	Total Rs (inclusive of all taxes)				31,25,000.00	

- (a) Open Competitive Bidding method shall be followed for selection of most preferred bidder for the tendered Item(s). The tender terms, conditions and procedures are in conformity with “The Assam Public Procurement Act, 2017” and “The Assam Public Procurement Rules,2020” as amended from time to time.
- (b) The Bidding Documents can be downloaded by any prospective bidders from the e-Procurement portal i.e., <http://assamtenders.gov.in>
- (c) All Bids must be accompanied by Bid Processing Fee of **Rs 1000/- (Rupees One thousand only)** and Bid Security of the amount as specified for the item(s) bided, unless otherwise mentioned in the Bidding Documents. Exemptions to Bid Security are allowed to certain class of bidders, if mentioned in this Bidding Documents.
- (d) Bids must be submitted online at the e-Procurement portal (i.e., <http://assamtenders.gov.in>) on or before the due date for submission i.e. **26/11/2025 upto 5:00 PM**
- (e) The Bidders are also required to submit the hardcopy of the Technical Bid (with original documents) in the office of the Procuring Entity within due date for submission of hardcopy of the Technical Bid i.e., **26/11/2025 upto 5:00 PM**. The Late Bids will be liable for rejection summarily.
- (f) The Technical Bid will be opened online on **27/11/2025 at 11:00 AM** and the Financial Bid shall be opened online only for the technical qualified bidders after completion of technical evaluation.
- (g) Bidders who seek to appeal against any decision, action, or omission regarding this procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2022. The first and second appellate authority are as mentioned below:

Section I: Notice Inviting Bids

1 st Appellate Authority	2 nd Appellate Authority
Sri Ramen Chandra Malakar, ACS, Commissioner & Secretary to the Govt. of Assam, Environment, Forest and Climate Change Department	Shri. Virendra Mittal, IAS, Commissioner and Secretary Finance Department, Assam

S/d

Insert Name of officer with designation: Smti. Dimpi Bora, IFS, DCF

***Name of Procuring Entity: Director, Assam Forest School, Jalukbari,
Guwahati-14***

***Complete address: O/o the Director, Assam Forest School, Jalukbari,
Guwahati-14***

E-mail: dir.forestschool@gmail.com

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: Scope of Work**.
- 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 the 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 or continue to provide service successfully for a period 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 acontract;
 - b) disclosure of Conflict ofInterest;
 - 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 anyd ebarment 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 bidsecurity;
 - (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 bankrate;

- (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;
 - d) 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

- 2.1.1 Bidder shall be a single business entity (not a consortium of entities) having a formal intent and legal competency to enter into an agreement or contract and are registered under respective Acts in India.
- 5.1 Bidder should not have a Conflict of Interest as prescribed and specified in ITB Para 4, which materially affects fair competition.
- 5.2 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 qualification
 - (iv) s 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;
 - (v) not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.

- 5.3 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 they fulfil all the eligibility requirements given in ITB Para5.3;

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 **SectionVI-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) SectionI Notice Inviting Bids(NIB)
 - ii) SectionII Instructions to Bidders (ITB)
 - iii) SectionIII Bid DataSheet
 - iv) SectionIV Evaluation and QualificationCriteria
 - v) SectionV Scope of Work
 - vi) SectionVI BiddingForms
 - vii) SectionVII General Conditions of Contract(GCC)
 - viii)Section VIII Special Conditions of Contract(SCC)
 - ix) SectionIX 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**. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received within the timeline as **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 its website as **specified in theBDS**.
- 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 Para 10.

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 the e-Procurement Portal **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 e-Procurement portal. The Procuring Entity shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on the e-Procurement portal.

C. PREPARATION OF BIDS

11. Documents Comprising the Technical Bid

- 11.1 The Bidder shall submit the bid online in two parts (i.e., Technical Bid and Price Bid) separately through the e-Procurement portal within due date and time for submission of bid. **The Technical Bid shall comprise the following:**
- i) Letter of Bid as per Form (B1) provided in **Section VI – Bidding Forms**, *duly affixing 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)*;
 - ii) Cost of Bidding Documents in accordance with **ITB Para 19**;
 - iii) Bid Security furnished in accordance with **ITB Para 20**;
 - iv) Bidder Information Form as per Form (B2) provided in **Section VI: Bidding Forms**;
 - v) Experience in similar services as per Form (B3) provided in **Section VI: Bidding Forms**. The Bidder shall also furnish self-attested copies of Work Orders and 100 % Completion Certificates along with the duly filled form.

Section II: Instructions to Bidders

- vi) Financial strength of the bidder as per Form (B7) provided in **Section VI: Bidding Forms**. The bidder must furnish self attested audited financial statements for the last three financial years (2022-23, 2023-24, 2024-25) alongwith the duly filled form.
- vii) Power of attorney for signing of bid as per Form (B8) provided in **Section VI: Bidding Forms**. In the case of a sole proprietorship, the bidder shall submit a self-declaration confirming that he or she is the sole proprietor of the firm.
- viii) Undertaking by the bidder as per Form (B9) provided in **Section VI: Bidding Forms**;
- ix) Checklist of documents as per Form (B10) provided in **Section VI: Bidding Forms**;
- x) Any other document **as required in the BDS**

12. Price Bid

- 12.1. The blank Price Bid in the form of BoQ should be downloaded from the portal <http://assamtenders.gov.in> and saved on Bidder's computer without changing filename otherwise price bid will not get uploaded. The Bidder should fill in the details in the same file and upload the same back to the portal. Hardcopy of Price bid will not be accepted. Sample Price Bid/ BoQ may be seen at Section VI: Bidding Forms for reference only.
- 12.2. Price Bid (BoQ) must be submitted online (soft copies) only. The BoQ (available in e-procurement portal) is specific to the Bidder and is not interchangeable. The Bidder shall download the BoQ file from the e-Procurement portal and quote the prices in the respective fields before uploading it. The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.
- 12.3. Any addition price details (or cost components) if sought by the procuring entity shall also be submitted online (in ".pdf" format separately), in addition to the BoQ to be submitted in ".xls" format at the e-Procurement portal, as part of Price Bid. (The formats for additional costs components, wherever required, shall be furnished in Section-VI: Bidding Forms).
- 12.4. Price Bid shall be prepared in accordance with ITB Para 2.14; The format for Price Bid is given in Section-VI: Bidding Forms (for reference only).

13. Preparation and Submission of Bid

- 13.1. The Bidder shall prepare the Technical Bid comprising of all documents as mentioned in **ITB-11**. 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 its behalf, as mentioned in **BDS**, in token of acceptance of the Bid terms and conditions, Corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are duly signed or initialed by the person signing the bid.
- 13.2. The Bidder shall submit both Technical and Price Bid online at the e-Procurement portal within due date and time for submission of Bid as mentioned in **BDS**. In addition to the online submission, the Bidder must submit only the hardcopy of the "Technical Bid" within the due date and time of submission as mentioned in **BDS** and in the manner as specified in **ITB 2.21.1**. Non-submission of hardcopy of the "Technical Bid" shall amount to cancellation of the Bid, summarily.
- 13.3. The bidding documents issued by the Procuring Entity in the e-Procurement portal (i.e., <http://assamtenders.gov.in>) will appear in the "Latest Active Tender". The Bidders/ Guest

Section II: Instructions to Bidders

users can download the Bidding documents only after the due date & time of issue. The publication of the Bidding Document(i.e., Tender) will be for specific period till the due date for submission of bids after which the same will be removed from the list of “Latest Active Tender”.

- 13.4. **Portal Registration:** The bidder intending to participate in the bid is required to register in the e-Procurement portal using an active personal/ official e-mail ID as his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) - Class II or III to his/her unique Login ID. He/ She must submit the relevant information as asked for about the bidder. The portal registration of the bidder is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) PAN and (ii) GST Registration Certificate (RC) (iii) In Procuring Entity Certificate (iv) manufacturing license of the concerned bidder. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication, bidder can participate in the online bidding process.
- 13.5. **Logging to the Portal:** The Bidder is required to type his/her Login ID and password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.
- 13.6. The bidder can download the bidding document and undertake the necessary preparatory work off-line and upload the completed bid at their convenience before due date and time for submission.
- 13.7. The bidder can upload technical bid in two files in “.pdf” format. For management of space, the bidder can serially arrange their document as per the checklist and create two equal size check “.pdf” files and upload them.
- 13.8. **Alternative bids:** Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 13.9. The Bids (Technical & Financial) 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.

14. Bid Prices

- 14.1. The prices quoted by the Bidder in the Price Bid shall conform to the requirements specified below.
- 14.2. The Contract shall be for the Services, as described in Section-V: Scope of Work or Appendix-A to contract, based on the Price Bid, submitted by the Bidder.
- 14.3. The Bidder shall fill in rates and prices for all items of the Services described in the in Price Schedule (or BoQ) to be downloaded from the e-Procurement portal. Item 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.
- 14.4. The price to be quoted in the bidding form in accordance with ITB Para 12.1 shall be the total price of the bid.

Section II: Instructions to Bidders

- 14.5. 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.**
- 14.6. The Price Bid shall be quoted online using the BoQ or the Price Schedule available in the portal for downloading. The format of the Price Schedule is given in **Section VI - Bidding Forms** for reference and understanding. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity.
- 14.7. The Bidder shall quote Prices all inclusive. However, GST shall be paid or reimbursed at the applicable rate on actual basis. Price evaluation shall be done excluding GST unless otherwise mentioned in **the BDS.**
- 14.8. 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 scope of services specified in **Section-V: Scope of Work.**
- 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: Scope of Work.**
- 16.3. The performance parameters and the quality standards as specified under the the Scope of Work, 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: Scope of Work.**

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"**

Section II: Instructions to Bidders

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**.
- 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 forty-five (45) days beyond the original or extended validity period of the bid.

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- 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 30(Thirty) 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 30(Thirty) working days upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Para 39. 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.

D. SUBMISSION AND OPENING OF BIDS

21. Submission of Technical Bid (Hardcopy)

- 2.21.1 In addition to online submission of the technical bid, the Bidders shall submit the hardcopy of the technical bid by post or by hand or drop in the box earmarked and placed in the office of the Procuring Entity within due date and time for submission as mentioned in the **BDS**. Bids so submitted shall enclose the original documents of the technical bid in sealed envelopes duly marked as "HARDCOPY OF THE TECHNICAL BID" along with the following details duly super scribed on it:
- (i) name and complete address along with the mobile, telephone number and email address of the Bidder;
 - (ii) complete postal address of the Bid Inviting Entity;
 - (iii) specific identification mark / Tender Ref. No. and subject matter of procurement.

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- (iv) A warning 'not to open before the time and date for bid opening 'as indicated in the Bidding Documents

2.21.2 If the envelop is not sealed and marked as required, the Procuring Entity will assume no responsibility about its consequences viz. misplacement or premature opening of the bid

22. Deadline for Submission of Bids

22.1. Bids must be submitted online by the bidder no later than the date and time **specified in the BDS**. The hardcopies of the technical bid should also be received by the Procuring Entity at the address and within the timeline specified in the BDS.

22.2. 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.

22.3. 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

22.4. 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.

23. Late Bids (hardcopy of technical bid only)

23.1. The Procuring Entity's officer authorized to receive the hardcopy (of the technical bid) shall not receive any bid that is submitted personally by hand or vide courier/postal service after the time and date fixed for submission of bids under any circumstances.

23.2. 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.

24. Withdrawal, Substitution and Modification of Bids

24.1. Bidders shall be allowed to replace their submissions, except details of online payment of processing fees and online EMD, for any number of times prior to the deadline for bid submission.

25. Opening of Bids

25.1. Technical Bids submitted by the Bidders through the e-Procurement portal shall be opened online on the due date for opening of the bid as specified in the **BDS**. It shall be cross checked first to ascertain whether all the bidders have also submitted the hardcopy of the technical bid within due date for submission. The bid of those bidders who fails to submit the hardcopy of the technical bid within the due date and time for submission of hardcopy as specified in the

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BDS shall be cancelled and excluded from further evaluation.

- 25.2. The Technical Bid of only those bidders who has submitted both hardcopy and online within due date and time shall be considered for evaluation by the Bid Evaluation Committee of the Procuring Entity.

E. EVALUATION AND COMPARISON OF BIDS

26. Confidentiality

- 26.1. 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
- 26.2. 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.
- 26.3. Notwithstanding ITB Para 26.2, 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.

27. Preliminary Examination of Bids

- 27.1. 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.

28. Clarification of Bids

- 28.1. 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;
- 28.2. 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;
- 28.3. 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;
- 28.4. No substantive change to qualification information or to a submission, including changes

Section II: Instructions to Bidders

aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted under any circumstances;

- 28.5. All communication generated as above shall be included in the record of the procurement proceedings.

29. Immaterial Non-conformities in Bids

- 29.1. 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;
- 29.2. 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;
- 29.3. 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 Para 29.2.

30. Determination of Responsiveness

- 30.1. 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;
- 30.2. 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.
- 30.3. 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;
- 30.4. 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;
- 30.5. 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;
- 30.6. Bids that are not responsive or contain any material deviation shall be rejected. Bids declared

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as non-responsive shall be excluded from any further evaluation.

31. Nonconformities, Errors and Omissions

- 31.1. Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any nonconformities in the Bid.
- 31.2. 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. Subcontractors

- 32.1. **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.
- 32.2. 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.
- 32.3. Bidders may propose subcontracting as **specified in the BDS**

33. Evaluation of Bids

- 33.1. The Evaluation Committee of the Procuring Entity shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
- 33.2. The Evaluation Committee shall determine to its satisfaction whether all substantially responsive bids meets the qualifying criteria **specified in Section IV - Evaluation and Qualification Criteria**
- 33.3. The Technical Bid shall be opened online on the scheduled date and time for evaluation by the Evaluation Committee duly appointed by the Procuring Committee. The Price Bid of only those bidders who are technically responsive/qualified shall be opened online for comparative evaluation on the date and time a **specified in BDS**.
- 33.4. To evaluate Price bid the Evaluation Committee shall consider the following:
 - (a) Evaluation will be done for the service(s) as specified and the Price Bid as quoted in accordance with ITB Para 14;
 - (b) the additional evaluation factors are specified in **Section IV: Evaluation and Qualification Criteria**
- 33.5. **Price comparison shall be done excluding GST**, as payable. However, GST shall be paid or reimbursed to the Service Provider at applicable rate, on actual basis.
- 33.6. The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition the Bid Price quoted in accordance with ITB14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of Non-Consultancy

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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**.

- 33.7. The Bidder with lowest evaluated price shall be declared as the most preferred bidder(L1 bidder) and awarded the contract. However, the Procuring Entity reserves the right to award the contract to the next lowest evaluated bidder (L2 bidder) at L1 rate, if the L1 bidder fails to sign the contract within the timeline for any reason.

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

- 34.1. The Procuring Entity reserves the right to accept or reject any bid, and to cancel or 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

35. Award Criteria

- 35.1. Subject to ITB36.1, the Procuring Entity shall award the Contract to the Bidder whose bid has been accepted after evaluation of bids.
- 35.2. The contract shall not be awarded to more than one Bidder by splitting the quantity as given in Activity Schedule.

36. Notification of Award

- 36.1. 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 successful Performance of Services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 36.2. Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 36.3. The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB Para 36.1, requests in writing the grounds on which its bid was not selected.

37. Performance Security

- 37.1. 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.

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- 37.2. 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 price offered by it is reasonable.
- 37.3. The validity of the performance security shall be for a period of 60(sixty) days beyond the date of completion of all contractual obligations.

38. Signing of Contract

- 38.1. Promptly after notification of Award, the Procuring Entity shall send the successful Bidder the Contract Agreement.
- 38.2. 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)

3.1. 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	Name of the Service is: Integrated Services Tender for Conducting 3 Month Induction Training of Forester-I at Assam Forest School, Jalukbari. The Procuring Entity is: Director, Assam Forest School, Jalukbari, Guwahati-14
ITB 1.6	The Intended Completion Date is 3 months. Date of commencement of training to be mentioned in the final work order.
ITB 7.2	e-Procurement Portal i.e., http://assamtenders.gov.in
	B. Bidding Documents
ITB 8.1	The Procuring Entity's address for the purpose of any clarification is: Office of the Director, Assam Forest School, Jalukbari, Guwahati-781014 Requests for clarification should be received by the TIA before 11:30 AM on 14th Nov/2025.
ITB 8.2	e-Procurement Portal i.e., http://assamtenders.gov.in
ITB 9.1	Pre-Bid Meeting shall be scheduled: Yes In case Pre-Bid Meeting is scheduled, name of contact person, venue, time and date for pre-bid meeting are specified as under: Name of contact person: Smti. Dimpi Bora, IFS, Director, Assam Forest School. Contact Details (Phone / Mobile/E-mail): <u>9435568218</u> Address of Venue: Assam Forest School, Jalukbari, Guwahati- 781014 Time and Date: <u>14/11/2025; 2:00 PM to 3:00 PM</u>
ITB 10.2	http://assamtenders.gov.in
	C. Preparation of Bids

ITB 11.1 (xv)	The Bidder shall submit the following additional documents (self-attested) in its Bid: (a) Detailed Tender Notice of the work duly self-attested on each pages online and hardcopy. (b) A copy of PAN Card. (c) GST Registration Certificate along with up-to-date GST Returns (GSTR-3B and GSTR-1) filed up to July 2025. (d) Bank account details from which the earnest money deposits and Performance Bank Guarantees shall be made and the payments from the department shall be made. (e) Income tax returns for last 3 (three) financial years (2024-25, 2023-24,2022-23) (f) Certified document showing liquid asset issued by C.A for the current financial year / Credit facility certificate issued by bank for the current financial year. (g) Caste Certificate (In case of 50% exemption of bid security availed) (h) Copy of valid labour license up to date. (i) Address Proof (Aadhar /DL etc.) (j) Up to date Trade License of Assam. (k)Financial soundness certificate.															
ITB 12.3	Not required.															
ITB 13.1	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <table><tr><th>Constitution of the Bidder</th><th>Signatory</th><th>Documentation</th></tr><tr><td>Proprietorship</td><td>Proprietor</td><td>NA</td></tr><tr><td>Partnership Firm</td><td>Any one of the Partner duly authorized by the partnership (Partners)</td><td>Declaration of Authorised Signatory</td></tr><tr><td>Company</td><td>Employee authorised as signatory vide duly executed Power of Attorney Director or Key Officials (CEO, CFO & Company Secretary) duly authorised vide Board Resolution.</td><td>Original Power of Attorney Document Certified copy Board Resolution</td></tr><tr><td>Society/Trust</td><td>Employee authorised as signatory vide duly executed Power of Attorney Trustee/Office Bearer</td><td>Original Power of Attorney Document Certified copy EB Resolution</td></tr></table>	Constitution of the Bidder	Signatory	Documentation	Proprietorship	Proprietor	NA	Partnership Firm	Any one of the Partner duly authorized by the partnership (Partners)	Declaration of Authorised Signatory	Company	Employee authorised as signatory vide duly executed Power of Attorney Director or Key Officials (CEO, CFO & Company Secretary) duly authorised vide Board Resolution.	Original Power of Attorney Document Certified copy Board Resolution	Society/Trust	Employee authorised as signatory vide duly executed Power of Attorney Trustee/Office Bearer	Original Power of Attorney Document Certified copy EB Resolution
Constitution of the Bidder	Signatory	Documentation														
Proprietorship	Proprietor	NA														
Partnership Firm	Any one of the Partner duly authorized by the partnership (Partners)	Declaration of Authorised Signatory														
Company	Employee authorised as signatory vide duly executed Power of Attorney Director or Key Officials (CEO, CFO & Company Secretary) duly authorised vide Board Resolution.	Original Power of Attorney Document Certified copy Board Resolution														
Society/Trust	Employee authorised as signatory vide duly executed Power of Attorney Trustee/Office Bearer	Original Power of Attorney Document Certified copy EB Resolution														
ITB 13.2	a) Due Date & Time for submission of online Bids (Technical & Price): 26/11/2025 upto 5:00 PM b) Due date & Time for submission of the Hardcopy of only the technical bid in the office of the Procuring Entity: 26/11/2025 upto 5:00 PM															

ITB 13.8	Alternative Bids shall not be considered.
ITB 14.5	The price quoted by the Bidder shall remain firm (fixed) during the Bidder's performance of the Contract and shall not be subject to variation on any account.
ITB 14.7	Price Evaluation shall be done including GST
ITB 18.1	The bid validity period shall be 120 days
ITB 19.1	Bid Processing Fee shall be required. Deposit through digital mode is Permitted
ITB20.1	The amount of Bid Security shall be Rs. 62,500/- for General and 31,250/- for SC/ST/OBC
ITB20.4(c)	Bid security deposit through digital mode is permitted .
ITB20.4(d)	Other acceptable forms of Bid Security: None
ITB20.9	Not Applicable.
ITB20.11	The bid security shall not be adjusted with the amount of Performance security required from the successful bidder. The bid security of successful bidder shall be refunded by Assam Tenders after e-tender process is completed.
D. Submission and Opening of Bids	

ITB 22.1	The deadline for online Bid submission is: 26/11/2025 upto 5:00 PM The deadline for submission of hardcopy of technical bid 26/11/2025 upto 5:00 PM Address for submission of hardcopy of technical bid: Office of the Director, Assam Forest School, Jalukbari, Guwahati-14
E. Evaluation and Comparison of Bids	
ITB 32.1	The Employer does not intend to execute certain specific parts of the Non-Consultancy Services by sub-contractors selected in advance.

ITB 32.3	Subcontracting is not permissible up to a certain proportion of the Non-Consultancy Services less than 50% of the total contract value” as defined below: a) Contractor’s proposed subcontracting: Maximum percentage of subcontracting permitted is: _____ % of the total contract amount or _____ % of the volume of work _____. b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Non-Consultancy Services to be subcontracted along with complete details of the sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be subcontracted failing which such sub-contractors will not be permitted to participate e) Sub-contractors’ qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the _____ qualification _____ and _____ experience of the sub-contractor) should meet the qualification criteria.
ITB 37(1)	The performance security shall be of Rs 10% to be furnished by the bidder awarded the contract before signing of the contract i.e within 28 days from the date of issue of Letter of Acceptance.
ITB 38.1	The price contract shall be valid for: To be mentioned in the contract.

Section IV – Evaluation and Qualification Criteria¹

4.1. Evaluation (ITB33)

4.1.1 Evaluation Criteria

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 33.4 (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: Scope of Work**

4.1.3 Alternative Bids (ITB 13.8)

Not Allowed

4.2. Qualification (ITB 6& 17)

4.1.2 **Qualification Requirements**

To qualify in the technical evaluation, Bidders shall meet the following minimum qualifying criteria:

- a) The Bidder should have satisfactorily completed, as a prime contractor at least one similar work (non-consultancy service) of value not less than **Rs. 35.00 Lakhs** in the last 3 (three) financial years i.e. from 2022-23 to 2024-25.
- b) The Bidder should have Liquid Assets/Credit facility of not less than the amount of **Rs. 40 Lakhs**.
- c) The bidder should have the minimum average annual turnover in the last 3 (three) financial years i.e from 2022-23 to 2024-25 amounting to **Rs. 90 Lakhs**.

¹This section contains all the criteria that the Employer shall use to evaluate a bid and qualify the Bidders in accordance with ITB 33 no other factors, methods or criteria shall be used.

Important Dates and Terms for Tender Submission

- 1) The schedule for tendering process of the above-mentioned packages shall be as per the schedule shown below.

Time schedule:-

Sl. No.	Schedule	Start Date	Start time	End Date	End Time
1	Publishing Date	05.11.2025	10.00 Hrs		
2	Tender Download	05.11.2025	11.00 Hrs		
3	Pre-Bid Meeting Date	14.11.2025	14.00 Hrs		15:00 Hrs
4	Bid Submission Date	17.11.2025	11.00 Hrs	26.11.2025	17:00 Hrs
	Technical Bid Opening Date (Cover-I)	27.11.2025	11.00 Hrs		
6	Financial Bid Opening Date (Cover-I)	After completion of technical evaluation			

- 2) In the event of date of bid opening being a holiday, the activities will take place on the next working day.
- 3) Information regarding nature of work, etc. can be obtained from this office during the office hours on all working days. Bidders are advised to ensure their eligibility before quoting. Tenders submitted by ineligible bidders shall not be considered and the same shall be summarily rejected.
- 4) The limit for financial bid value shall be between minus (-) 10% the internal estimate. So bid value only in the range of 10% below estimate cost will be accepted. Any bid beyond below said limit shall be out rightly rejected at the time of opening of the financial bid.
- 5) All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price.
- The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
 - If the total bidding amount of the bidder for the work exceeds the “approximate value of work” specified in the bidding document, then the bid will be rejected.
- 6) **The payment will be made subject to availability of fund.**
- 7) **The payment of bill amount will be made subject to release of fund by the Govt. of Assam/Competent authority without incurring any liabilities.**
- 8) In case multiple technically qualified bidders bidding at the same rate, bidder having higher score based on 100% of the value of all non-consultancy services (in Rupees) completed in last 3 (three) financial years i.e. from 2022-23 to 2024-25 will get preference.

Section-V: Scope of Work

5.1 Objective & Background

5.1.1 Objectives

The Procuring Entity through this procurement process wants to shortlist all the potential service providers intending to enter into an agreement for providing various services required for conducting 3 months Induction training of Forester-I at Assam Forest School, Jalukbari.

5.1.2 Background

5.2 Activity Schedule

Sl. No.	Particulars	Unit	Qnty	Rate (in Rs.)	Amount (in Rs)	Completion Period
1	2	3	4	5	6	
1	A. Local tour					3 months from the date of commencement of the training course.
	a) Hiring of 40 seater ultra bus including cost of fuel, maximum 250 km distance travel per day.	Days	5	22000	110000	
2	B. 12 days Educational Tour inside Assam					
	a) Diesel, M oil etc. for Govt. School Bus, Traveller, Camper and Bolero including maintenance of vehicle.	LS			350000	
	b) Hiring of 40 seater ultra bus including cost of fuel, halting charge etc for maximum 250 km distance travel per day.	Days	12	22000	264000	
	c) Accommodation in different hostels / dormitory / guest houses during Tour for 80 Trainees and 5 nos faculties and other accompanying staffs= 85 units x 11 nights = 935 Stays	Stay	935	1800	1683000	
	d) Entry fee, Gypsy safari, Boat safari, Society fee etc. in various National Parks and Wildlife Sanctuaries.	LS			180000	
3	C. Office maintenance and organizing examination with paper evaluation.					
	a) Conducting Written Exam of the trainees.	LS			100000	

	b) Refreshment for guest lecturers and evaluators.	LS			30000	
4	D. Valedictory function (Minister Level)					
	a) Organizing Valedictory function (Minister Level) including Hall decoration/Pandal setup , refreshment etc.	LS			200000	
	b) Printing of Certificates & Group Photo including eco-friendly folders (80 Passing certificates & 12 Nos. Awardees)	Nos	92	1500	138000	
	c) Felicitation to Guests (gamusa, flower bouquet, etc)	LS			10000	
	d) Awards, medals, trophies,etc	LS			60000	
	Total Rs (inclusive of all taxes)				31,25,000.00	

5.3 Responsibilities of the Service Provider

5.4. Responsibility of the Employer

Section VI – Bidding Forms

6.1 Letter of Bid²

Form-B1

(In the Letterhead of the Bidder)

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 (ITB 10);
- (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 Scope of Work the following Non-ConsultancyServices
: [insert a brief description of the Non-Consultancy Services];
- (d) The total price of our Bid is specified in the Price Bid submitted by us.
- (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 thatperiod;
- (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 underthem;
- (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 localauthority;

²The bidders are required to affix in the bid letter a stamp duty of Rs 8.25 (if they are form Assam) or IPO of Rs 10.00 (if they are form outside of Assam).

- (l) We hereby certify that we are not insolvent, in receivership, bankrupt or being woundup, 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

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

6.2 Bidder Information Form

Form-B2

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. Details of two Persons that Employer may contact for requests for clarification during bid evaluation: <table border="1"> <thead> <tr> <th>S.No</th> <th>Particulars</th> <th>1st Contact</th> <th>2nd Contact</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Name</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td>Tel Number (Direct)</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td>Mobile No</td> <td></td> <td></td> </tr> <tr> <td>4</td> <td>Email Address</td> <td></td> <td></td> </tr> </tbody> </table>				S.No	Particulars	1 st Contact	2 nd Contact	1	Name			2	Tel Number (Direct)			3	Mobile No			4	Email Address		
S.No	Particulars	1 st Contact	2 nd Contact																				
1	Name																						
2	Tel Number (Direct)																						
3	Mobile No																						
4	Email Address																						

6.3. Experience in Similar Services

Form- B3

Similar services (Non-consultancy) completed by Bidder during Last Three Financial Years Ending on 31/03/2025.

Name of the Bidder: _____

Tender Reference No. _____

Name of office/department	Order No. and Date	Description of the Services	Value of Order
1	2	3	4

Signature
(Bidder/ Authorised Representatives)

Note:

The Bidder shall also furnish the following documents against each work:

- (i) Self-attested Copies of Work Orders.***
- (ii) Self- attested Copies of 100 % Completion Certificates.***

6.7 Financial Strength of the Bidder

Form-B7

Certificate on Financial Strength

(On the letterhead of Chartered Accountant/Statutory Auditor)

We/I have verified the Audited Financial Statement of Accounts and other documents of..... having registered office at pertaining to the financial year 2022-23, 2023-24 and 2024-25. Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

(Amount in INR Lakhs)

Financial Information	Financial Year			Average
	2024-25	2023-24	2022-23	
	Audited	Audited	Audited	
Total Turnover				
Turnover from Similar Business				
Net worth				

I/We also certify that the Bidder is in similar business for more than three years as on due date of submission of bid.

Date:

Signature and seal of the CA firm

UDIN :.....

Note:

- a) *The bidder must furnish self-attested audited financial statements for the above-mentioned financial years.*
- b) *Similar business/activity shall include non consultancy services.*

6.8 Power of Attorney for Signing of Bid

Form-B8

Format for Power of Attorney for Signing of Application (On a Stamp Paper of Rs 100/- duly Notarised)

Power of Attorney

We, [name and address of the registered office] do hereby constitute, appoint and authorize Mr. / Ms.(name and residential address) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for supply of [insert brief description of the goods] including signing and submission of all documents and providing information to the Client (i.e. [insert name of the Bid Inviting Entity]) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us. Dated this the _____ day of _____ 200__

For _____
(Signature)
(Name, Designation and Address)

Accepted _____(Signature)
(Name, Title and Address of the Attorney)

Date: _____

Note:

- i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- ii. In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.
- iii. In case the Application is executed outside India, the Applicant must get necessary authorization from the Consulate of India. The Applicant shall be required to pay the necessary registration fees at the office of Inspector General of Stamps.

6.9. Undertaking by the Bidder

Form-B9

Affidavit

(To be submitted on non-judicial stamp paper of minimum Rs 50/- duly certified by Notary)

We, M/s. (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that:

- (i) We or any of our promoter(s) / director(s) / partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process, either individually or as member of a consortium as on the _____ (Date of Signing of Bidder).
- (ii) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason;
- (iii) We or any of our promoter(s), director(s), partner(s) and officers are not 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.
- (iv) There is no conflict of interest in submitting this Bid.
- (v) We shall abide by the clauses/conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No. [insert number & date] to provide [insert the name of the Services/subject matter of the Tender], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Signature of the Bidder/Authorized Representatives

Name of the Bidder/Authorised Representatives

6.10 Checklist of Documents Submitted

Form-B10

CHECKLIST (Technical Bid)

S.No	Description of the Document	Page		Remarks
		From	To	
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				

Note: This form should be placed at the beginning of the Technical Documents

Section VII - General Conditions of Contract

1. General Provisions

1.1 Definition:

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

- a) **“Activity Schedule”** is the 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) **“Dayworks”** means varied work inputs subject to payment on a time basis for the Service Provider’s employees and equipment, in addition to payments for associated materials and administration;
- 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 Section-V: Scope of Work and in Appendix-A to the contract.
- q) **“Subcontractor”** means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of **Sub-Clauses 3.5 and 4.**

1.2 Applicable Law:

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

1.3 Language:

- 1.3.1 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:

- 1.4.1 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:

- 1.5.1 The Services shall be performed at such locations as are specified in Section-V: Scope of Work and Appendix-A

1.6 Authorized Representatives:

- 1.6.1 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

- 1.7.1 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 & Duties

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

1.9 Code of Integrity

- 1.9.1 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.
- 1.9.2 Govt. of Assam prescribes to the Employer and Service Provider to uphold the Code of Integrity, which prohibits 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) 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
 - d) during the last three years or of any debarment by any other Procuring Entity

1.9.3 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 –

- (i) exclusion of the Service Provider from the procurement process;
- (ii) recovery of payments made by the Employer along with interest thereon at bank rate;
- (iii) cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer;
- (iv) 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:

2.1.1 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 Service:

- 2.2.1 **Program:** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 **Starting Date:** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

2.3 Duration of the Contract /Completion date

- 2.3.1 Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall continue to perform the service or 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 or failed to provide the desired service, as the case may be, 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

- 2.4.1 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.

2.5 Value Engineering

- 2.5.1 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.
- 2.5.2 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.
- 2.5.3 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.

2.6 Force Majeure

2.6.1 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.

2.6.2 No Breach of Contract:

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

2.6.3 Extent 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.

2.6.4 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.

2.7 Termination

2.7.1 By 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 2.7.1:

- 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.

2.7.2. 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 2.7.2:

- 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.

2.7.3 Payment upon Termination: Upon termination of this Contract pursuant to Sub-Clauses 2.7.1 or 2.7.2, 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 2.7.1, 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. Obligation of the Service Provider

3.1 General

3.1.1 The Service Provider shall perform the Services in accordance with the Scope of Work, 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;

3.2.4 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 any way;

3.2.5 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

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

3.4 Insurance to be Taken Out by the Service Provider

3.4.1 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

3.5.1 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 declared
- c) changing the Program of activities; and
- d) any other action that may be specified in the SCC.

3.6. Reporting Obligations

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

3.7. Document Prepared by Service Provider to be 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 Damage

- 3.8.1 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(or Commencement) Date is later than the Intended Completion(or Commencement) 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 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.
- 3.8.3. 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. 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

3.9.1. The Service Provider shall provide the Performance Security to the Employer within 28 days of issue of Letter of Award or before signing of the contract, whichever is earlier. 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.

4. Service Provider's Personnel

4.1. Description of Personnel

- 4.1.1. 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

- 4.2.1 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.
- 4.2.2 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.
- 4.2.3 The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1. Assistance and Exemptions

- 5.1.1 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

- 5.2.1. 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 & Facilities

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

6. Payments to the Service Provider

6.1. Lump-sum Remuneration

- 6.1.1 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

- 6.2.1 The price payable is set forth in the SCC.

6.3. Payment for Additional Services

- 6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendix D.

6.4 Terms & Conditions of Payment

- 6.4.1 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. Unless otherwise mentioned in the SCC, **the Employer shall charge interest on the advance amount @ 12% per annum.**

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

1.1. Identifying Defects

- 7.1.2 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.

1.2. Correction of Defects, and Lack of Performance Penalty

- 1.2.1. 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.
- 1.2.2. 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.
- 1.2.3. If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1. Amicable Settlement

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

8.2. Dispute Settlement

- 8.2.1. 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 arbitration in accordance with the provisions specified in the SCC.

Section VIII - Special Conditions of Contract

Number of GCC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(c)	The contract name is Integrated Services Tender for Conducting 3 Month Induction Training of Forester-I at Assam Forest School, Jalukbari.
1.1(f)	The Employer is Director, Assam Forest School, Jalukbari, Guwahati-14
1.1(i)	The Member in Charge is _____ <i>[insert name of Member in Charge, in case bidder is JV]</i>
1.1(l)	The Service Provider is _____ <i>[insert name of Service Provider]</i>
1.6	The addresses are: Employer: <u>O/o the Director, Assam Forest School, Jalukbari, Guwahati-14</u> Attention: Smti. Dimpi Bora, IFS E-mail: dir.forestschool@gmail.com Service Provider: _____ _____ Attention _____ Facsimile: _____ E-mail: _____
1.6	The Authorized Representatives are: For the Employer: Smti. Dimpi Bora, IFS, Director, Assam Forest School, Jalukbari, Guwahati-14 For the Service Provider: <i>[name, title]</i> _____
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 _____.
2.5.1	No changes

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
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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	Yes
3.4	Not required
3.5(d)	Not required
3.7	No changes
6.2	The amount is_____.
6.4	The payment shall be made after completion of Work/Services.
6.5	Not applicable
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 followingprovisions: 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 otherParty 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 otherwise ,a sole arbitrator for the matter indispute. b) Where the Parties donot 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
	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. 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. 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 in dispute.
	5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder: a) proceedings shall be held in Guwahati, India b) the English 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.

Section IX - Contract Form

1. Letter of Acceptance

Letter of Acceptance

[on letterhead paper of the Employer]

Letter No. **dated.**

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

Subject: **Contract No.**

This is to notify you that your Bid dated _____
_____ *[insert date of bids 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 from issue of this letter in accordance with the Conditions of Contract, using for that purpose the BG Format of the Performance Security and the Contract Form included in Section IX, Contract Forms of the Bidding Documents.

Authorized

Signature:

Name and Designation of

Signatory:

Name of

Employer:

....

Section IX – Contract Forms

2. Form of Contract

[In non-judicial stamp paper of Rs 100/-]

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

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price

Section IX – Contract Forms

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

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

[Authorized Representative]

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

[Authorized Representative]

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

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

[name of member]

[Authorized Representative]

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 letterhead]*

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* *0* *[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.

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

² Insert 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 letterhead]*

We have been informed that *[insert name of Service Provider, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the 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]* 0 *[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]* 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 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]*, whichever 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 advance payment.

Appendices to Contract

Appendix A - Description of the Services and Timeline

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

Appendix B - Schedule of Payments and Reporting Requirements

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

Appendix C - Key Personnel and Subcontractors

List under:

C-1	<i>Titles [and names, if already available], detailed job descriptions and minimum qualifications of Personnel to be assigned to work, and staff-months for each.</i>
C-2	<i>List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1.</i>

Appendix D - Breakdown of Contract Price

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

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

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

Appendix E - Services and Facilities Provided by the Employer