

MODEL BIDDING DOCUMENT

FOR PROCUREMENT OF PRINTED MATERIALS

OFFLINE TENDERING WITH TWO-COVER SYSTEM

1st August 2023



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GOVERNMENT OF ASSAM

Finance Department, Govt of Assam

PREFACE¹

This Model Bidding Document (MBD) 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 services relation to printing and supply of printed materials 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 MBD has been prepared for procurement of non-consulting services including printing and supply of printed materials, inviting **offline** bids following **single stage two-bid system**. The MBD may be suitably customized for use in other methods of procurements, inviting bids from pre-qualified Bidders.

The MBD 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 printing 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 Printing 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.

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 [at e-mail _____] for any question regarding applicability of the SBD and any issue while customizing it to specific procurement need.

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



GOVERNMENT OF ASSAM

BIDDING DOCUMENT

FOR PROCUREMENT OF PRINTED MATERIALS AND OTHER PRINTING SERVICES

NATIONAL COMPETITIVE BIDDING (Manual Tender)

Tender Ref. No.:**Dated**.....

Issued by:

<Insert the name, address & contact details of the Tender Inviting Authority>

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Section I: Notice Inviting Bids

Section-I: Notice Inviting Bids (NIB)

<Insert Logo, Name, Address of Procuring Entity>

NOTICE INVITING BID**Tender Ref. No.** _____**Dated:** _____

- (a) <Insert designation of the undersigned/Procuring Entity>, hereby invites Bids from eligible printers (Printing Firms registered as such) following Two-Cover System of bidding for supply of printed materials.
- (b) Open Competitive Bidding method shall be followed for selection of most preferred bidder for the tendered subject matter of procurement. The subject matter of procurement (or Scope of Work), method of evaluation, selection of the preferred bidder, award of contract, terms and conditions of the contract and all prescribed procedures are in conformity with “The Assam Public Procurement Act, 2017” and “The Assam Public Procurement Rules, 2020” as amended from time to time.
- (c) The Bidding Documents can be downloaded by any prospective bidders from the website of the Procuring Entity (i.e., *insert name of the website*), free of cost.
- (d) All Bids must be accompanied by Bid Processing Fee of Rs.....(Rupees.....) 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.
- (e) Bids must reach the office of the TIA on or before the due date for submission i.e. [*insert time and date*]. The Late Bids will be liable for rejection summarily.
- (f) The Technical Bid will be opened on [*insert time and date*] and the Price Bid shall be opened only for the technical qualified bidders on the date and time to be communicated subsequently.
- (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, 2020. The first and second appellate authority are as mentioned below:

1st Appellate Authority	2nd Appellate Authority
<Insert Name, Address, and landline number of second appellate authority>	<Insert Name, Address, and landline number of second appellate authority>

Signature of the Authority/Official
 Name:.....
 Designation:.....

*Section II: Instructions to Bidders***Section II – Instructions to Bidders (ITB)****A. GENERAL****1. Introduction**

- 1.1 In connection with the Notice Inviting Bids (NIB) for Procurement of Printing 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 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 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 and conditions, instructions, etc., contained in the Bidding Documents. Failure to provide required information or to comply with the instructions incorporated in this Bidding Documents may result in rejection of bids submitted by Bidders.
- 1.4 The Bidder, at its own responsibility and risk is encouraged to obtain all information that may be necessary for preparing the Bid and entering into a contract for performing the Services. The costs of gathering the information 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.

Section II: Instructions to Bidders

- 3.2 Govt. of Assam prescribes to the Procuring Entity and Bidders to uphold the Code of Integrity, which prohibits officers or employees of Procuring Entity or a person participating in a procurement process the following:
- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - (ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - (iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - (iv) improper use of information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - (v) any financial or business transactions between the Bidder and any officer or employee of the Procuring Entity, who are directly or indirectly related to tender or execution process of contract;
 - (vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - (vii) any obstruction of any investigation or audit of a procurement process;
 - (viii) making false declaration or providing false information for participation in –
 - a) tender process or to secure a contract;
 - b) disclosure of Conflict of Interest;
 - c) Disclosure by the Bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity.
- 3.3 In case of any breach of the Code of Integrity by a Bidder or a prospective Bidder, as the case may be, the Procuring Entity after giving a reasonable opportunity of being heard, may take appropriate measures including:
- (i) exclusion of the Bidder from the procurement process;
 - (ii) calling off of pre-contract negotiations and forfeiture or encashment of bid security;
 - (iii) forfeiture or encashment of any other security or bond relating to procurement;
 - (iv) recovery of payments made by the Procuring Entity along with interest thereon at bank rate;
 - (v) cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
 - (vi) debarment of the Bidder from participation in any future procurements of any Procuring Entity for a period not exceeding three years

*Section II: Instructions to Bidders***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 any way.
- 4.4 In the 'Letter of Bid' to be submitted by the Bidder, as per format given in **Section-VI: Bidding**, each Bidder shall provide a signed statement that the Bidder is neither associated

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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 unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit bid or quote to prevent any Conflict of Interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such Bidders must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

5. Eligible Bidders

- 5.1 Bidder shall be a 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.
- 5.2 Bidder should not have a Conflict of Interest as prescribed and specified in ITB Para 4, which materially affects fair competition.
- 5.3 In addition, any Bidder participating in the procurement process shall –
- a) have fulfilled his obligation to pay such of the tax payable to the Central Government or the State Government or any local authority.
 - b) 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.
 - c) not have, and their directors and officers do 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.
 - d) 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.
 - e) not be debarred by any Procuring Entity under the State Government, the Central Government, Autonomous body, Authority by whatever name called under them.
- 5.4 In the '**Letter of Bid**' to be submitted by the Bidder, as per format given in **Section VI - Bidding Forms**, all Bidders shall provide a signed statement that they fulfil all the eligibility requirements given in ITB Para 5.3.

6. Bidders' Qualification

- 6.1 Bidders should substantially meet the qualification criteria as stipulated in the **Section IV - Evaluation and Qualification Criteria**.
- 6.2 Bidders should fill and submit the Forms provided in **Section VI - Bidding Forms** to provide a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary, relevant information, and documents in support of fulfilment of Bidder's qualification, along with its bid.
- 6.3

*Section II: Instructions to Bidders***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 Para 10.

- i) Section I Notice Inviting Bids (NIB)
- ii) Section II Instructions to Bidders (ITB)
- iii) Section III Bid Data Sheet
- iv) Section IV Evaluation and Qualification Criteria
- v) Section V Scope of Work
- vi) Section VI Bidding Forms
- vii) Section VII General Conditions of Contract (GCC)
- viii) Section VIII Special Conditions of Contract (SCC)
- ix) Section IX Contract Forms

7.2 Unless downloaded directly from the Procuring Entity's website **as specified in the BDS**, Procuring Entity shall not be responsible for the correctness of the Bidding Documents, responses to requests for clarification, the Minutes of the Pre-bid meeting, if any, or Amendment(s) to the Bidding Documents in accordance with ITB Para 10.

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 the BDS**.

8.3 Should the clarification result in changes to the essential elements of the Bidding Documents, the Procuring Entity shall amend the Bidding Documents following the procedure given under ITB Para 10.

9. Pre-Bid Meeting

9.1 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.

*Section II: Instructions to 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 website. The Procuring Entity shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on the website of the procuring entity.

C. PREPARATION OF BIDS**11. Documents Comprising the Technical Bid**

- 11.1 The Bidder shall submit the bid in two parts (i.e., Technical Bid and Price Bid) separately within due date and time for submission of bid. The Technical Bid shall comprise the following:
- i) **Letter of Bid** as per Form 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) Bid Processing Fee in accordance with **ITB Para 19**;
 - iii) Bid Security furnished in accordance with **ITB Para 20**;
 - iv) Bidder Information Form as per Form provided in **Section VI: Bidding Forms**;
 - v) Documents establishing the compliance of required printing Services in accordance with **ITB Para 16**;
 - vi) Documents establishing Bidders' eligibility and qualification in accordance with ITB Para 17.2, and Forms given in **Section VI: Bidding Forms**;
 - vii) Bidder firm's Certificate of Incorporation/ Registration, Article and Memorandum of Association or any such registration document;
 - viii) Self-attested copy of Income Tax Registration Certificate / PAN card;
 - ix) Self-attested copy of GSTIN registration;
 - x) Any other document **as required in the BDS**;
 - xi) An undertaking from the Bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.

12. Price Bid

- 12.1 The Bidder shall prepare the Price Bid in the format given in **Section-VI: Bidding Forms** and submit in a separate sealed envelope along with the Bid.
- 12.2 The Price bids submitted in any other formats will be treated as non-responsive and not considered for tabulation and comparison.

Section II: Instructions to Bidders

- 12.4 Price Bid shall be prepared in accordance with ITB Para 14; The format for Price Bid is given in **Section-VI: Bidding Forms**.

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 within due date and time for submission of Bid as mentioned in **BDS**. The bidder shall seal both Technical and Price Bid in separate envelop and put then in sealed outer cover.

- 13.3. The Bidder shall put documents relating to Technical Bids as per ITB 11 in a sealed cover and clearly superscribe on it following information:

TECHNICAL BID FOR<INSERT TITLE OF THE BID>
TENDER REFERENCE NO:
NAME & ADDRESS OF THE BIDDER:
DUE DATE OF OPERING OF BID:

- 13.4. The Bidder shall also put the price quote in the prescribed format in a sealed envelope and clearly superscribe on it following information:

PRICE BID FOR<INSERT TITLE OF THE BID>
TENDER REFERENCE NO:
NAME & ADDRESS OF THE BIDDER:

- 13.5. The Bidder should put both the technical and price bid in an outer sealed cover clearly superscribe on it following information:

BID FOR<INSERT TITLE OF THE BID>
TENDER REFERENCE NO:
NAME & ADDRESS OF THE BIDDER:
DUE DATE OF OPERING OF BID:

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

- 13.7. 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 Bid shall conform to the requirements specified below.

Section II: Instructions to Bidders

- 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 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 given in the bidding document.
- 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.
- 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 using the Price Schedule (BoQ) available in the bidding document. The format of the Price Schedule is given in **Section VI - Bidding Forms.**
- 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.**

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 required printing Services.

- 16.1. To establish the conformity of the Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the offered 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 Scope of Work, are intended to be descriptive only and not restrictive. The Bidder may offer other standards, if 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 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

Section II: Instructions to Bidders

accepted shall establish to the Procuring Entity's satisfaction that the Bidder meets each of the qualification criterion specified in "**Section-IV: Qualification and Evaluation Criteria.**"

18. Period of Validity of Bids

- 18.1. Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring Entity in accordance with ITB Para 23.1. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 18.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 18.3. The Bidder who agrees 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. Bid Processing Fee

- 19.1 The Bidder shall pay the Bid Processing Fee (non- refundable) of the amount in favour of TIA as specified in the **BDS** along with the Technical in the form of Demand Draft or Bankers Cheque issued by any scheduled commercial bank in India or in any other mode if specified in the BDS.

20. Bid Security/EMD

- 20.1. The Bidder shall furnish as part of its bid, a bid security in the amount as **specified in the BDS.**
- 20.2 Exemption with respect to Bid Security shall be granted as per the applicable policies or orders issued by the Government of Assam from time to time in this respect. However, to avail the exemption the eligible bidder must submit relevant supporting documents to substantiate the entitlement.
- 20.3 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

Section II: Instructions to Bidders

validity period of the bid.

- 20.7 Any bid not accompanied by a Bid Security as specified in ITB Para 20.2 and 20.4 and not secured as indicated in Para 20.6 shall be rejected by the Procuring Entity as non-responsive.
- 20.8 The bid security of a Bidder lying with the Procuring Entity, if any, in respect of other bids awaiting decision shall not be adjusted towards bid security required under this Bidding Documents.
- 20.9 The bid security originally deposited by a Bidder may be taken into consideration, in case bids are re-invited, if found valid, if so, **specified in the BDS**. Such Bidders are required to ascertain validity of bids for consideration in lieu of bid security required under this Bidding Documents.
- 20.10 The Bid Security of unsuccessful Bidder shall be released within 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 Bid

- 2.21.1 The Bidders shall submit the bid (both technical and financial bid) in hardcopy 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**. Separate sealed envelope containing technical and financial bid respectively should be marked and sealed in the manner as mentioned in ITB 13 before submission.
- 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.

*Section II: Instructions to Bidders***22. Deadline for Submission of Bids**

- 22.1. Bids must be submitted by the bidder no later than the date and time **specified in the BDS**. The hardcopies of the 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 –
- (i) enough 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
 - (ii) the Bidding Documents are required to be substantially modified because 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

- 23.1. The Tender Inviting Authority (TIA) 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 submit modified/revised bid, for any number of times prior to the deadline for bid submission. In case of submission of revised or modified bid by the bidder within due date of submission, the latest bid submitted shall be considered for further evaluation and earlier bids shall be returned unopened.
- 24.2. The bidder can withdraw the bid any time prior to the due date of submission of the bid by writing a letter to the TIA.

25. Opening of Bids

- 25.1. Technical Bids submitted by the Bidders shall be opened by the bid opening committee on the due date for opening of the bid as specified in the **BDS**.
- 25.2. The Technical Bid of only those bidders who has also submitted their bid within due date and time shall be considered for evaluation by the Bid Evaluation Committee of the Procuring Entity.

*Section II: Instructions to Bidders***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 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.

*Section II: Instructions to Bidders***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. 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 based on 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 as non-responsive shall be excluded from any further evaluation.

*Section II: Instructions to Bidders***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, 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 printing Services by sub-contractors selected in advance by the Employer.
- 32.2. The Employer may permit subcontracting for certain portion of the 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 meet the qualifying criteria **specified in Section-IV: Evaluation and Qualification Criteria**.
- 33.3. The Technical Bid shall be opened 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 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 to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of printing 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**.

Section II: Instructions to Bidders

- 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 or 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 ITB 36.1, 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.
- 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

Section II: Instructions to Bidders

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 <Brief description of the Printing Work> The Procuring Entity is: [insert name of the Procuring Entity]
ITB 1.6	The Intended Completion Date is [insert Intended Completion Date] or Duration of the Contract is [insert the duration]
ITB 7.2	e-Procurement Portal i.e., http://assamtenders.gov.in [insert name of any other website(s) where the Bidding Documents shall also be officially published]
	B. Bidding Documents
ITB 8.1	The Procuring Entity's address for the purpose of any clarification is: _____ [insert complete address] Requests for clarification should be received by the Procuring Entity atleast 7 days prior to the due date for submission of bid.
ITB 8.2	e-Procurement Portal i.e., http://assamtenders.gov.in
ITB 9.1	Pre-Bid Meeting shall be scheduled: Yes / No [select any one] In case Pre-Bid Meeting is scheduled, name of contact person, venue, time and date for pre-bid meeting are specified as under: [provide details as under] Name of contact person: _____ Contact Details (Phone / Mobile/ E-mail): _____ Address of Venue: _____ Time and Date: _____
ITB 10.2	http://assamtenders.gov.in [insert name of any other website(s) where Amendment(s) shall be officially published]
	C. Preparation of Bids
ITB 11.1 (xv)	The Bidder shall submit the following additional documents in its Bid: [list any additional document not already listed in ITB 11.1 that must be submitted with the Bid]

ITB 12.3	Details of the additional															
ITB 13.1	<p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of:</p> <table border="1" data-bbox="475 421 1430 1093"> <thead> <tr> <th data-bbox="475 421 708 495">Constitution of the Bidder</th> <th data-bbox="716 421 1086 495">Signatory</th> <th data-bbox="1094 421 1430 495">Documentation</th> </tr> </thead> <tbody> <tr> <td data-bbox="475 506 708 539">Proprietorship</td> <td data-bbox="716 506 1086 539">Proprietor</td> <td data-bbox="1094 506 1430 539">NA</td> </tr> <tr> <td data-bbox="475 551 708 651">Partnership Firm</td> <td data-bbox="716 551 1086 651">Any one of the Partner duly authorized by the partnership (Partners)</td> <td data-bbox="1094 551 1430 651">Declaration of Authorised Signatory</td> </tr> <tr> <td data-bbox="475 663 708 898">Company</td> <td data-bbox="716 663 1086 898">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 data-bbox="1094 663 1430 898">Original Power of Attorney Document Certified copy Board Resolution</td> </tr> <tr> <td data-bbox="475 909 708 1093">Society/Trust</td> <td data-bbox="716 909 1086 1093">Employee authorised as signatory vide duly executed Power of Attorney Trustee/Office Bearer</td> <td data-bbox="1094 909 1430 1093">Original Power of Attorney Document Certified copy EB Resolution</td> </tr> </tbody> </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 Bids (Technical & Price): <Insert due date and time>															
ITB 13.8	Alternative Bids [<i>insert “shall be” or “shall not be”</i>] considered. <i>[If Alternative Bids shall be considered, the methodology shall be defined in Section IV: Evaluation and Qualification Criteria]</i>															
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 excluding GST															
ITB 18.1	The bid validity period shall be [<i>insert number of days after the deadline for bid submission</i>]_____days.															
ITB 19.1	<p>Bid Processing Fee [<i>insert “shall be” or “shall not be”</i>] _____required.</p> <p>Deposit through digital mode is _____ [<i>insert “permitted” / “not permitted”</i>]</p> <p><i>(in case deposit of Bid Processing Fee through digital mode is permitted, mention Procuring Entity’s bank details such as Account Number, IFSC Code, Name and address of Bank)</i></p>															
ITB 20.1	The amount of Bid Security shall be Rs. [<i>insert amount of bid security</i>]															

ITB 20.4 (c)	Bid Security deposit through digital mode is _____ [insert “permitted” / “not permitted”] <i>(in case Bid Security deposit through digital mode is permitted, mention Procuring Entity’s bank details such as Account Number, IFSC Code, Name and address of Bank)</i>
ITB 20.4 (d)	Other acceptable forms of Bid Security: _____ [insert name of any other acceptable form(s) of Bid Security]
ITB 20.9	The bid security originally deposited by a Bidder shall be considered. <i>[In case the bids under reference are being invited again (re-bidding), insert above statement, else replace it with ‘Not applicable’]</i>
ITB 20.11	The bid security <i>[insert “shall be” or “shall not be”]</i> adjusted with the amount of performance security required from him. <i>[In case “shall not be” is selected, insert following statement]</i> The bid security of successful Bidder shall be refunded upon submission of the full amount of performance security by the successful Bidder.
D. Submission and Opening of Bids	

ITB 22.1	The deadline for Bid submission is: <i>[insert date and time]</i> Address for submission of Bid”:-----
E. Evaluation and Comparison of Bids	
ITB 32.1	Sub-contracting not allowed
ITB 32.3	Sub-contracting not allowed
ITB 37(1)	The performance security shall be of Rs..... (or ...% of the lumpsum contract value/ annual contract value) 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.

Section IV – Evaluation and Qualification Criteria¹

4.1. Evaluation (ITB 33)

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.

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

- a) The Bidder should have executed annual volume of Services of **Rs.**_____ during any one of the last 3 (three) financial years; [*specify value which is 100% of the estimated cost of Printing Work*]
- b) The Bidder should have experience of successfully executing at least **two similar contracts (printing)** of value not less than **Rs.**_____ during last 3 (three) financial years [*specify amount which is 50% of the estimated cost of Non-Consultancy Services*];
- c) The Bidder must be a business entity in existence for more than for 3 (three) financial years [*specify financial years*]

¹ This 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.

d) The Bidder should have its own printing facility with following facilities:

<Insert the required facility>

(Bidder has to submit details of the Facilities)

e) The Bidder should be registered with following Registering Bodies or Authority as printer.

<insert the name of the Authority or Bodies>

(Bidder has to submit proof of register along with the technical Bid)

Section-V: Scope of Work

5.1 Background

<Please give a brief description on the purpose of the proposed printing work >

5.2 Details of the Items to be Printed.

S. No	Name of the Item	Technical Specification	Estimated Quantity

5.3 Timeline and Place for Delivery

S. No	Name of the Item	Final Delivery Period	Delivery Locations	Packaging Details

5.4 Design and Quality Specification

<Insert the Design and Quality Specification with respect to layout, quality of paper, Printing >

5.5 Process for Approval of Sample

The bidder has to submit the sample copy for approval prior to final printing for supply. Time tile for sample submission, approval, printing, and delivery is given as below:

S. No	Name of the Item	Sample Submission	Approval by the Authority	Printing and Delivery
1		<i>WithinDays from date of issue of PO.</i>	<i>WithinDays from date of submission of sample copy.</i>	<i>WithinDays from date of approval of sample copy.</i>
2				
3				

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]*

Tender Ref. No.: *[insert tender Reference No]*

To: *[insert complete name of Employer]*

- (a) We have examined and have no reservations to this Bidding Documents, including Corrigendum issued in accordance with Instructions to Bidders (ITB 10).
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with ITB 4.
- (c) We offer to supply in conformity with the Bidding Documents and in accordance with the Scope of Work given under Section-V.
<*insert a brief description of the Printing Requirement*>
- (d) Our bid shall be valid for a period fixed from the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (e) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents.
- (f) 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 ITB 13.
- (g) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them.
- (h) 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.
- (i) 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.

² The 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).

Section VI: Bidding Forms

- (j) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority.
- (k) We hereby certify that we are not 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.
- (l) 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.
- (m) 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
- (n) 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 Tender Reference Number]*

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 the manpower, machinery, facilities, and service provided and printing capacity:
6. Details of Public Sector Clients served during last three years

*Section VI: Bidding forms***6.3. Details of Client in Public Sector****Form- B3**

Details of Clients in Public Sector for Similar Served by Bidder during Last Three Financial Years Ending on 31/03/2023.

Name of the Bidder: _____

Tender Reference No. _____

Name of the Client in Public Sector	Order No. and Date	Description of the Services	Value of Order	Status Ongoing/ Completed	Reason for delay in delivery, if any.
1	2	3	4	5	

Signature

(Bidder/ Authorised Representatives)

Note:

The Bidder shall also furnish the following documents in connection with their past performance:

- (i) Copy of Work Orders issued by the Client.*
- (ii) Documentary evidence (Client's certificate) in support of satisfactory completion of contract.*

6.4 Form of Bid Security

Form-B4

(Bank Guarantee)

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

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

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

Date: *[Insert date of issue]*

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

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

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Applicant") will submit to the Beneficiary its bid (hereinafter called "the Bid") for the execution of under Bid Ref. No. _____ ("the Bidding Documents").

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

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

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

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

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

[Signature(s)]

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

6.5 Qualification Information

Form-B5

1. Total annual volume of Services performed in three years (As per para 4.1.2 (a)):

Financial Year	Total Turnover During the Financial Year	Turnover From Similar Activity	Net Profit During the year
2021-22			
2022-23			
2023-24			

2. Similar Printing Services performed as prime Service Provider over the last three years.

S. No	Name of the Client	Details of the Printing Work Executed	Date of Completion	Value of Contract
1				
2				
3				
4				

3. List details of Services under way or committed, including expected completion date.

S. No	Name of the Client	Details of the Printing Work Executed	Expected Date of Completion	Value of Contract
1				
2				
3				
4				

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

6.6 Financial Strength of the Bidder

Form-B6

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 2020-21, 2021-22, 2022-23(or 2019-20, 2020-21 and 2021-22, if audit for the Financial Year 2021-23 has not been completed as on the due date of submission of proposal). 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
	2021-23 (or 2022-22)	2021-22 (or 2020-21)	2020-21 (or 2019-20)	
	Audited	Audited	Audited	
Total Turnover				
Turnover from Similar Business³				
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

Place:

UDIN :.....

Note:

- The bidder must furnish audited financial statements for the above-mentioned financial years.*
- Similar business/activity shall include <to be defined>*

6.7 Power of Attorney for Signing of Bid

Form-B7

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.

6.8. Undertaking by the Bidder

Form-B8

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

6.9 Checklist of Documents Submitted

Form-B9

CHECKLIST (Technical Bid)

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

Section VI: Bidding Forms

6.10. Price Schedule

Format-F1

PRICE SCHEDULE (BoQ)

Item No	Description of Services	Unit	Rate per unit	Total Qty	Total Price without Tax	GST	GST	Total Price (inclusive of GST)
						Rate (%)	Amount (Rs)	
		1	2	3	4=2x3	5	6=4x5	7=4+6
I	Colour Calendar	Pcs	100	10,000	10,00,000	12	1,20,000	11,20,000/-
II								
	Total Bid Price							

Signature and seal of Bidder's authorized signatory

Note:

1. GST shall be payable at applicable rate against valid GST invoice.
2. Price comparison shall be done excluding GST (i.e., Total price quoted without tax)

Section VII – General Conditions of Contract

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) “**Scope of Work**” 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) “**Employer**” means the party who employs the Service Provider as specified in SCC.
- f) “**GCC**” means these General Conditions of Contract.
- g) “**Government**” means the Government of Assam.
- h) “**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.
- i) “**Party**” means the Employer or the Service Provider, as the case may be, and “Parties” means both of them.
- j) “**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.
- k) “**Service Provider**” is a person or corporate body whose Bid to provide the Services has been accepted by the Employer as specified in SCC.
- l) “**Service Provider’s Bid**” means the completed Bidding Document submitted by the Service Provider to the Employer
- m) “**SCC**” means the Special Conditions of Contract by which the GCC may be amended or supplemented.
- n) “**Specifications**” means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer.
- o) “**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.
- p) “**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**.

Section VII – General Conditions of Contract

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:

Section VII – General Conditions of Contract

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

Section VII – General Conditions of Contract

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.

Section VII – General Conditions of Contract

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 Extinction 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 because of Force Majeure.

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

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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 always 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 interest 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

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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

Not Applicable

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

Not Applicable

3.6 Reporting Obligations

Not Applicable

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 Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The

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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.

3.8.4. 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. Payments to the Service Provider

4.1 Contract Price

4.1.1 The price payable is set forth in the SCC.

4.2 Terms & Conditions of Payment

4.2.1 Payments will be made to the Service Provider according to the payment schedule stated in the SCC. There shall be no advance payment.

5. Quality Control

5.1 Identifying Defects

5.1.2 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.

5.2 Correction of Defects or Replacement

5.2.1 The Employer shall give notice to the Service Provider of any Defects before the end of the contract period.

5.2.2 Every time a Notice of Defect is given; the Service Provider shall correct/replace the notified Defect within the length of time specified by the Employer's notice.

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- 5.2.3 If the Service Provider has not corrected the defect/replaced the defective item 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 3.8.4.

6 Settlement of Disputes

6.1 Amicable Settlement

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

6.2 Dispute Settlement

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																									
	Yes _____ No _____																									
3.4	Not Applicable																									
3.5	Not Applicable																									
3.6	Not Applicable																									
3.7	Restrictions on the use of documents prepared by the Service Provider are:																									
3.8.1	<p>The liquidated damages rate is 1% of the value of the goods (delayed supply) for delay of 1(one) week or part thereof.</p> <p>The maximum value of liquidated damages for the whole contract is 10 (ten)% percent of the final Contract Price.</p>																									
3.8.4	The percentage on the value of the defect item(s) to be used for the calculation of Lack of performance Penalty(ies) is 10(Ten) %.																									
4.1	<p>The amount to be paid against each item is as below:</p> <table border="1" data-bbox="475 1115 1390 1350"> <thead> <tr> <th data-bbox="475 1115 547 1193">S. No</th> <th data-bbox="547 1115 895 1193">Item</th> <th data-bbox="895 1115 1066 1193">Unit Price</th> <th data-bbox="1066 1115 1236 1193">GST</th> <th data-bbox="1236 1115 1390 1193">Total</th> </tr> </thead> <tbody> <tr> <td data-bbox="475 1193 547 1234">1</td> <td data-bbox="547 1193 895 1234"></td> <td data-bbox="895 1193 1066 1234"></td> <td data-bbox="1066 1193 1236 1234"></td> <td data-bbox="1236 1193 1390 1234"></td> </tr> <tr> <td data-bbox="475 1234 547 1274">2</td> <td data-bbox="547 1234 895 1274"></td> <td data-bbox="895 1234 1066 1274"></td> <td data-bbox="1066 1234 1236 1274"></td> <td data-bbox="1236 1234 1390 1274"></td> </tr> <tr> <td data-bbox="475 1274 547 1314">3</td> <td data-bbox="547 1274 895 1314"></td> <td data-bbox="895 1274 1066 1314"></td> <td data-bbox="1066 1274 1236 1314"></td> <td data-bbox="1236 1274 1390 1314"></td> </tr> <tr> <td data-bbox="475 1314 547 1355">4</td> <td data-bbox="547 1314 895 1355"></td> <td data-bbox="895 1314 1066 1355"></td> <td data-bbox="1066 1314 1236 1355"></td> <td data-bbox="1236 1314 1390 1355"></td> </tr> </tbody> </table>	S. No	Item	Unit Price	GST	Total	1					2					3					4				
S. No	Item	Unit Price	GST	Total																						
1																										
2																										
3																										
4																										
4.2	<p>Payments shall be made according to the following schedule:</p> <p><Payment Schedule to be inserted></p>																									

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
5.1	The principle and modalities of inspection of the Services by the Employer are as follows: _____

6.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <ol style="list-style-type: none"> 1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions: <ol style="list-style-type: none"> a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>[name an appropriate professional body]</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, 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, <i>[insert the name of the same professional body as above]</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute. b) Where the Parties do not agree that the dispute concerns a technical matter, the Employer and the Service Provider shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by <i>[name an appropriate appointing authority]</i>. c) If, in a dispute subject to paragraph (b) above, one Party 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 <i>[name the same appointing authority as in said paragraph (b)]</i> 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.
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Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
	<p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the Arbitration and Conciliation Act, 1996 as in force on the date of this Contract.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>4. <u>Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs 1(a) through 1(c) above shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> a) proceedings shall be held in Guwahati, <i>India</i> b) the <i>English</i> language shall be the official language for all purposes; and c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

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

You are requested to furnish the Performance Security within 28 days form issue of this letter in accordance with the Conditions of Contract, using for that purpose the 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

Section IX – Contract Forms

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]

Section IX – Contract Forms

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]* (*[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."*

Section IX – Contract Forms

Appendices to Contract

Appendix A - Details of the Items & Delivery Timeline