

**BIDDING DOCUMENTS**  
**for Selection of Agency to Conduct Recruitment for**  
**Different Posts**

**Bid Ref. No.VFV.554/2019/148**

**(Date of Issue): 12<sup>th</sup> February, 2020**

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**Commissioner & Secretary**  
**Animal Husbandry & Veterinary Department**  
**Guwahati, Assam - 781006**

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## Section I – Notice Inviting Bids (NIB)

### OPEN COMPETITIVE BIDDING

#### for Selection of Agency to Conduct Recruitment for different posts

**Bid Ref.No.VFV.554/2019/148**

**Dated: 12<sup>th</sup> February, 2020**

1. The Commissioner & Secretary, Veterinary & Animal Husbandry, Govt. of Assam invites sealed Bids from eligible Bidders for conducting recruitment for different post under the Directorate, as per following details:

Sl. No.	Brief Description of Non-Consultancy Services	Completion Period (No. of Months)	Bid Security (Rs.)	Bid processing fee (Rs.)
1	Conducting recruitment process for filling different posts under the Veterinary & Animal Husbandry Dept., Govt. of Assam	12 months	5,00,000 (Five Lakhs)	5,000/- (five thousand only)

2. Bidding will be conducted through Open Competitive Bidding method.
3. The Bidding Documents may be freely downloaded by interested eligible Bidders from the e-procurement portal, i.e. [www.assamtenders.gov.in](http://www.assamtenders.gov.in). However, bidders will have to submit bid processing fees as prescribed by the portal.
4. All Bids must be accompanied by a Bid Security as mentioned in the table above.
5. Bids must be uploaded and submitted only on the e-procurement portal as mentioned at point No 7. Late Bids will not be allowed by the system.
6. The Bids will be opened online on the e-procurement portal. There is no provision for a bidder to physically be present for the bid opening process.
7. The relative dates are as follows which will be displayed on e-Procurement portal <https://assamtenders.gov.in> after the bid publishing date.

Date Type	Date	Time
Publishing Date	12/02/2020	11:30 AM
Document Download Start Date	13/02/2020	11:30 AM
Seek Clarification Start Date	17/02/2020	10:00 AM
Seek Clarification End Date	21/02/2020	2:00 PM
Bid Submission Start Date	21/02/2020	10:30 AM
Bid Submission End Date	03/03/2020	3:00PM
Bid Opening Date	04/03/2020	3:00 PM

*Shyam Jagannathan, IAS*  
*Commissioner & Secretary to the Govt. of Assam*  
*Animal Husbandry & Veterinary Dept.*  
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*Dispur, Guwahati, Assam - 781006*



## Section II – Instructions to Bidders (ITB)

### A. GENERAL

#### 1. Introduction

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

#### 2. Language of Bids

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

#### 3. Code of Integrity

- 3.1 The Procuring Entity and all officers or employees of the Procuring Entity, whether involved in the procurement process or otherwise, or Bidders and their representatives or Consultants or Service Providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.
- 3.2 Govt. of Assam prescribes to the Procuring Entity and Bidders to uphold the Code of Integrity, which prohibits officers or employees of Procuring Entity or a person participating in a procurement process the following:

- (i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
- (ii) any omission, including a 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 behavior 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-

- a) exclusion of the Bidder from the procurement process;
- b) calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- c) forfeiture or encashment of any other security or bond relating to procurement;
- d) recovery of payments made by the Procuring Entity along with interest thereon at bank rate;
- e) cancellation of the relevant contract and recovery of compensation for loss incurred by the Procuring Entity;
- f) debarment of the Bidder from participation in any future procurements of any Procuring Entity for a period not exceeding three years



#### 4. Conflict of Interest

- 4.1 Conflict of Interest for a Procuring Entity or its personnel and Bidders is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations
- 4.2 Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following-
- a) Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra-professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
  - b) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
  - c) Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the Procuring Entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favour;
  - d) Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favour, to benefit directly or indirectly from the decision or action of the Procuring Entity;
- 4.3 The situations in which Bidders participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following-
- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
  - b) If they receive or have received any direct or indirect subsidy from any other Bidder;
  - c) If they have the same legal representative for purposes of the bid;
  - d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
  - e) If they participate in more than one bid in the same bidding process;
  - f) If they have controlling partners in common;
  - g) If a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in anyway;
- 4.4 In the 'Letter of Bid' to be submitted by the Bidder, as per format given in **Section VI - Bidding Forms**, all Bidders shall provide a signed statement that the Bidder is neither Associated nor has been associated directly or indirectly with the consultant or any

other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract;

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

## 5. Eligible Bidders

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

## 6. Bidders' Qualification

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



## B. BIDDING DOCUMENTS

### 7. Content of Bidding Documents

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

### 8. Clarifications of Bidding Documents

- 8.1 A Bidder requiring any clarification of the Bidding Documents shall ask through "seek clarification" tab available at <https://assamtenders.gov.in>, within the specified period. The Procuring Entity shall also reply the query through the portal only.
- 8.2 If 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

No pre bid meeting is scheduled. In case of any query (ies), bidder(s) can raise their queries through the portal only during the seek clarification period mentioned on the e-Procurement portal.

### 10. Amendments to Bidding Documents

- 10.1 At any time prior to the dead line for submission of bids, the Procuring Entity may, pursuant to ITB Para 8 and 9 and for any reason deemed fit by it, amend or modify the Bidding Documents by issuing Amendment(s).
- 10.2 Such Amendment(s) will be published on Procuring Entity's web site **as specified in the BDS** and the same shall be binding on all prospective Bidders.



- 10.3 In order to give reasonable time to prospective Bidders to take necessary action in preparing their bids, the Procuring Entity may, at its discretion extend the deadline for the submission of bids and other allied time frames, which are linked with that deadline.
- 10.4 Any Bidder who has downloaded the Bidding Documents should check the Amendment(s), if any, issued on the Procuring Entity's website. The Procuring Entity shall not be responsible in any manner if prospective Bidders miss any Amendment(s) published on Procuring Entity's website.

## C. PREPARATION OF BIDS

### 11. Documents Comprising the Bid

- 11.1 The bid submitted by the Bidder shall be in Two envelopes and shall comprise the following:
- i) Priced Activity Schedule completed in accordance with **ITB Para 14**;
  - ii) Bidder Information Form as per Form provided in **Section VI: Bidding Forms**;
  - iii) Documents establishing the compliance of Non-Consultancy Services in accordance with **ITB Para 16**;
  - iv) Documents establishing Bidders' eligibility and qualification in accordance with **ITB Para 17.2** and Forms given in **Section VI: Bidding Forms**;
  - v) Bidder firm's Certificate of Incorporation/ Registration, Article and Memorandum of Association or any such registration document;
  - vi) Self-attested copy of Income Tax Registration Certificate / PAN card;
  - vii) Self-attested copy of GSTIN registration;
  - viii) Annexure A with Proper Seal and Sign;
  - ix) Any other document **as required in the BDS**
  - x) An Undertaking from the Bidders to the effect that they agree and abide by the clauses / conditions of Bidding Documents issued by the Procuring Entity and any amendment made thereafter.

### 12. Letter of Bid and Priced Activity Schedule

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

### 13. Alternative Bids

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

### 14. Bid Prices

- 14.1 The prices quoted by the Bidder in the Priced Activity Schedule shall conform to the requirements specified below.
- 14.2 All Schedules / Lots (if any) and items there under must be listed and priced separately in the Priced Activity Schedule.
- 15.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Bidder.
- 15.4 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), and listed in the Activity Schedule in Section V. Items

for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

- 14.5 The price to be quoted in the 'Letter of Bid' in accordance with ITB Para 12.1 shall be the total price of the bid.
- 14.6 The price quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, **unless otherwise specified in the BDS**. The bid submitted with adjustable price quotation shall be treated as non-responsive and shall be rejected.
- 14.7 The price shall be quoted as specified in the Form of Priced Activity Schedule given in **Section VI - Bidding Forms**. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered.
- 14.8 The Bidder shall quote Prices in a .xls (BoQ) sheet uploaded on the e-Procurement portal inclusive of all taxes and duties / GST payable on the services if the contract is awarded.
- 14.9 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided in the form of Appendix D to the Contract.

#### **15. Bid Currency**

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

#### **16. Documents establishing the compliance of Non-Consultancy Services**

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

#### **17. Documents establishing the eligibility and Qualification of the Bidder**

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



**18. Period of validity of Bids**

- 18.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Procuring Entity in accordance with ITB Para 23.1. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive
- 18.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.
- 18.3 The Bidder who agree to the extension of the period of validity of bids so requested by the Procuring Entity shall also extend the period of validity of bid securities submitted by them or submit new bid security to cover the extended period of validity of their bids. A Bidder whose bid security is not extended or new bid securities not submitted shall be considered to have refused the request to extend the period of validity of its bids and rejected as non-responsive. The decision of Procuring Entity will be final and binding in this regard.

**19. Cost of Bidding Documents**

- 19.1 The Bidder shall pay a tender processing fee online through the procurement portal (non-refundable), in the amount **specified in the BDS**.

**20. Bid Security**

- 20.4 The Bid Security must remain valid for forty-five (45) days beyond the original or extended validity period of the bid.
- 20.5 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.
- 20.6 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.
- 20.7 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 Bid Data Sheet**. Such Bidders are required to ascertain validity of bids for consideration in lieu of bid security required under this Bidding Documents.
- 20.8 The Bid Security of Technically unsuccessful Bidder shall be released or refund within 7 working days after completion of the Technical Opening Stage .
- 20.9 The Bid Security of Technically successful Bidders shall be released or refund within 7working days upon the successful Bidder's signing the contract and furnishing the Performance Security pursuant to ITB Para 41 if **provided in the Bid Data Sheet** after the same is uploaded in the e-procurement portal.
- 20.10 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.
- 20.11 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.
- 20.12 The Bid Security deposited by a Bidder shall be forfeited in the following cases:
- (a) when the Bidder withdraws or modifies its bid after opening of bids;
  - (b) when the Bidder does not deposit the required performance security within the specified



period; and

- (c) if the Bidder breaches any provisions of Code of Integrity prescribed for Bidders as per ITB Para 3.

**21. Format and Signing of Bids**

- 21.1 The Bidder should submit the bid as mentioned in the online bid submission process under "bidders manual kit" for two cover bid submission
- 21.2 Any corrections in the bid such as inter lineation's, erasures, or over writing shall be valid only if they are duly signed or initialed by the person signing the bid uploaded.

## **D. SUBMISSION AND OPENING OF BIDS**

**22. Submission of Bids**

The bidder should submit their bid before the bid submission end date and time as mention in the state e-Procurement portal <https://assamtenders.gov.in>. The bidder may replace, resubmit or withdrawn a bid before bid submission end date. However once withdrawn, the system will not allow to re submit the bid again.

**23. Deadline for Submission of Bids**

- 23.1 Bids must be submitted online before the bid submission end date and time specified in the state e-Procurement portal <https://assamtenders.gov.in>.
- 23.2 The date of submission and opening of bids shall not be extended except when—
  - a) Sufficient number of bids have not been received within the given time and the Procuring Entity is of the opinion that further bids are likely to be submitted if time is extended; or
  - b) the Bidding Documents are required to be substantially modified as a result of the queries received in seek clarification period or otherwise and the time for preparations of bids by the prospective Bidders appears to be insufficient for which such extension is required.
- 23.3 In cases where the time and date of submission of bids is extended, an amendment to the Bidding Documents shall be issued in accordance with ITB Para 10 ,in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline extended
- 23.4 If the due date for Bid Opening is not a working day, the bid shall be opened at the same time and hour on the next working day.

**24. Late Bids**

Late bid submission is not allowed by the system. Once the bid submission date and time is reached the system will automatically close the submission process.

**25. Withdrawal, Substitution and Modification of Bids**

A Bidder may withdraw, substitute, or modify its bid after it has been submitted, from "my active bid" tab from their respective accounts before the bid submission end date and time.

## **26. Opening of Bids**

The Procuring entity's officer who has the bid opener role shall open the bid on or after the Bid opening date specified in the state e-Procurement portal <https://assamtenders.gov.in>. At least two bid openers should open the bid to download the documents submitted.

In case of two cover Bid, in the Technical Opening Stage only the technical documents can be downloaded.

## **E. EVALUATION AND COMPARISON OF BIDS**

### **27. Confidentiality**

- 27.1 Information relating to the evaluation of bids and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communicated to all Bidders.
- 27.2 Any effort by a Bidder to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Para 27.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.

### **28. Preliminary Examination of Bids**

- 28.1 The 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) the bid is valid for the period, specified in the Bidding Documents;
  - (b) that the bid is accompanied by due Bid Security;
  - (c) that the bid is unconditional and that the Bidder has agreed to give the required performance security; and
  - (d) whether any other conditions specified in the Bidding Documents are fulfilled.

### **29. Clarification of Bids**

- 29.1 To assist in the examination, evaluation, comparison and qualification of the bids, the Bid Evaluation Committee may, at its discretion, ask any Bidder in writing for clarification by a specific date regarding its bids pacifically there in that if the Bidder does not comply or respond by that date his bid shall be liable to be rejected. There request of the Committee for clarification and the response of the Bidder thereto shall be in writing. Depending on the outcome, such bids shall be ignored or considered further;
- 29.2 Any clarification submitted by a Bidder with regard to his id that is not in response to a request by the Committee specifically shall not be considered;
- 29.3 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Committee in the evaluation of the financial bids;
- 29.4 No substantive change to qualification information or to a submission, including changes



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

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

**30. Immaterial Non-conformities in Bids**

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

30.2 The Bid Evaluation Committee may request the Bidder to submit necessary information or documents which are historical in nature like audited statements of accounts, tax clearance certificate, PAN, etc. within a reasonable period of time. Failure of the Bidder to comply with the request within the given time shall result in the rejection of its bid;

30.3 The Bid Evaluation Committee may rectify immaterial non-conformities or omissions on the basis of the information or documentation received from the Bidder under ITB Para 30.2.

**31. Determination of Responsiveness**

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

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

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

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

(a) If accepted, shall: -

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

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

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

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

31.6 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.

**32. Non conformities, Errors and Omissions**

32.1 Provided that a Bid is substantially responsive, the Bid Evaluation Committee may waive any non-conformities in the Bid.



32.2 Provided that a bid is substantially responsive, the Procuring Entity or authorised representative may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that a bid is substantially responsive, the Bid Evaluation Committee shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component.

### 33. Correction of Arithmetical Errors

33.1 Provided that the Bid is substantially responsive, the Bid Evaluation Committee shall correct arithmetical errors in the following cases, namely:

- (a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) If there is an error in a calculation of the total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 If the price bid is ambiguous leading to two equally valid total price amounts, the bid shall be treated as non-responsive and rejected.

33.3 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with ITB Para 33.1, shall result in the rejection of the Bid.

### 34. Sub-contractors

34.1 **Unless otherwise stated in the Bid Data Sheet**, the Employer does not intend to execute any specific elements of the Non-Consultancy Services by sub-contractors selected in advance by the Employer.

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

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

### 35. Evaluation of Bids

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

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

(a) Evaluation will be done for Items or Schedules/Lots(contracts),as **specified in the Bid Data Sheet**;

And the Priced Activity Schedule as quoted in accordance with ITB Para 14.

(b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1

(c) price adjustment due to discounts offered in accordance with ITB Para 14

(d) price adjustment due to quantifiable non material non conformities in accordance with ITB 30.3

(e) the additional evaluation factors are specified in **Section IV: Qualification and**

### **Evaluation Criteria**

- 35.3 If Bidders are allowed to quote separate prices for different Schedules / Lots (contracts), the methodology to determine the lowest evaluated price of the Schedule/Lot(contract) combinations, including any discounts offered in the Letter of Bid For mass specified in BDS and in **Section IV - Qualification and Evaluation Criteria**
- 35.4 The evaluation of a bid will include and take into account all taxes and duties / GST payable on the services if the contract is awarded to the Bidder
- 35.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of Non-Consultancy Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, shall be **specified in Section IV - Qualification and Evaluation Criteria**.
36. **Comparison of Bids**
- 36.1 The Procuring Entity / Evaluation Committee shall compare the evaluated prices of all substantially responsive bids established in accordance with ITB 35.2 to determine the lowest evaluated bid.
- 36.2 The additional criteria for comparison of bid prices of substantially responsive bids are **specified in Section IV - Qualification and Evaluation Criteria**
37. **Qualification of the Bidder**
- 37.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria **specified in Section IV - Qualification and Evaluation Criteria**
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Para 17
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity/Evaluation Committee shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
38. **Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids**
- 38.1 The Procuring Entity reserves the right to accept or reject any bid, and to cancel / annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the Bidders for which the Procuring Entity shall keep record of clear and logical reasons properly for any such action / recall of bidding process. In case of cancellation / annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders

## **F. AWARD OF CONTRACT**

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



in Activity Schedule.

- 39.3 The Procuring entity shall upload the Award of Contract through the portal for public references.

**40. Notification of Award**

- 40.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (here in after and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Procuring Entity will pay the Service Provider in consideration of the Delivery / Performance of Services (here in after and in the Conditions of Contract and Contract Forms called "the Contract Price").
- 40.2 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.
- 40.3 The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with ITB Para 40.1, requests in writing the grounds on which its bid was not selected.

**41. Performance Security**

- 41.1 Within Seven (7) days of the receipt of Letter of Acceptance from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using the Performance Security Form included in Section IX: Contract Forms, or another Form acceptable to the Procuring Entity.
- 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
- 41.3 The validity of the performance security shall be for a period of 45 days beyond the date of completion of all contractual obligations.

**42. Signing of contract**

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

### Section III – Bid Data Sheet (BDS)

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
	<b>A. General</b>
<b>ITB 1.1</b>	The reference number of the Notice Inviting Bids (NIB) VFV.554/2019/148  The Procuring Entity is: Animal Husbandry & Veterinary Department, Govt. of Assam
<b>ITB 1.6</b>	The Intended Completion Date is 6 months after signing the contract.
<b>ITB7.2</b>	<a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a>
	<b>B. Bidding Documents</b>
<b>ITB 8.1</b>	Clarification should be sought from the 'Seek Clarification' tab in the e-procurement portal, i.e. <a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a>  Requests for clarification should be received by the Procuring Entity no later than: 10 days prior to the deadline for submission of bids.
<b>ITB8.2</b>	<a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a>
<b>ITB 9.1</b>	Pre-Bid Meeting shall be scheduled: No
<b>ITB10.2</b>	<a href="https://assamtenders.gov.in">https://assamtenders.gov.in</a>
	<b>C. Preparation of Bids</b>
<b>ITB 11.1 (xv)</b>	Not Applicable
<b>ITB 13.1</b>	Alternative Bids <b>shall not be</b> considered.
<b>ITB 14.4</b>	The price quoted by the Bidder shall be <b>fixed</b> during the Bidder's performance of the Contract and shall not be subject to variation on any account.
<b>ITB 18.1</b>	The bid validity period shall be <b>180</b> days.
<b>ITB 19.1</b>	Cost of Bidding Documents shall not be required. However, bidder shall pay tender processing fee of Rs 5000(Five Thousand) through the e-Procurement portal along with the Bid Security.



<b>ITB20.1</b>	The amount of Bid Security shall be Rs. 5,00,000/- (Five lakhs) only.
<b>ITB20.4(c)</b>	Bid Security deposit has to be deposited through digital mode (NEFT/Net banking) only. Bidders may refer to the OM uploaded with this document.
<b>ITB20.4(d)</b>	Other acceptable forms of Bid Security: Not applicable.
<b>ITB20.9</b>	Not applicable.
<b>ITB20.11</b>	The bid security <b>shall not be</b> adjusted with the amount of performance security required from him.  The bid security of successful Bidder shall be refunded upon submission of the full amount of performance security by the successful Bidder.
<b>ITB21.1</b>	Not applicable.
<b>ITB21.2</b>	The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>a power-of-attorney appointed through a board resolution in the name of signatory of the Proposal.</b>
	<b>D. Submission and Opening of Bids</b>
<b>ITB23.1</b>	Bid has to be submitted through online mode only, through the e-procurement portal, i.e. <a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a>  A separate annexure is uploaded with this bidding document titled 'Instruction to Bidders for Online Submission of Bids', which may be referred to.  The deadline for Bid Submission is: 03/03/2020
<b>ITB26.1</b>	The bid opening shall take place online on the e-procurement portal, i.e. <a href="http://www.assamtenders.gov.in">www.assamtenders.gov.in</a>  The date and time for Bid opening is: 04/03/2020.

<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 34.1</b>	The Employer <b><i>does not intend</i></b> to execute certain specific parts of the Non-Consultancy Services by sub-contractors selected in advance.
<b>ITB 34.3</b>	<p><i>Subcontracting is permissible up to a certain proportion of the Non-Consultancy Services less than 50% of the total contract value" as defined below:</i></p> <p>a) Contractor's proposed subcontracting: Maximum percentage of subcontracting permitted is: 30 % of the total contract amount.</p> <p>b) Bidders planning to subcontract more than 10% of total volume of work shall specify, in the Letter of Bid, the activity (ies) or parts of the Non-Consultancy Services to be subcontracted along with complete details of the sub-contractors and their qualification and experience. The qualification and experience of the sub-contractors must meet the minimum criteria for the relevant work to be sub-contracted failing which such sub-contractors will not be permitted to participate</p> <p>c) Sub-contractors' qualification and experience will not be considered for evaluation of the Bidder. The Bidder on its own (without taking into account the qualification and experience of the sub-contractor) should meet the qualification criteria.</p>
<b>ITB35.2(a)</b>	Not applicable.
<b>ITB 35.4 (b)</b>	None.



## Section IV – Qualification and Evaluation Criteria

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

### 1. Eligibility/ Qualification Criteria

S. No.	Criteria	Minimum Eligibility Requirement	Documentary Evidence to be Submitted along with the Proposal
01	Legal Entity	<p>The Applicant can either be a Company or Partnership firm registered under relevant Acts in India and is in similar business for at least 05 years as of 31st March 2019.</p> <p>The bidders should mandatorily possess the registration numbers e.g. PAN, GST, EPF, ESIC, TAN, etc., as applicable to them.</p>	<p>Self-Certified Copy of:</p> <p>(a) Certificate of Incorporation/Registration</p> <p>(b) GST Registration Certificate</p> <p>(c) EPF registration certificate with number</p> <p>(d) ESI registration certificate with number</p> <p>(e) PAN Card Copy</p> <p>(f) IT return Acknowledgement for last 3 years (i.e. FY 2016-17, 2017-18 and 2018-19.)</p>
02	Average Annual Turnover	Average Annual Turnover of Rs 1.00 Crore (Rupees One Crore Only) in last three Financial years (i.e. FY- 2016-17, 2017-18 and 2018-19).	<p>(a) Copy of the audited Statement of Accounts (Balance Sheet and Profit &amp; Loss Account) for the last three FY (i.e. 2016-17, 2017-18 and 2018-19.)</p> <p>(b) Certificate by Company Secretary / Statutory Auditor to this effect has to be submitted in <b>Form 7</b>.</p>
04	Quality & Capability Certification	The bidder must have ISO-27001-2005, ISO-9001-2008 & CMMI-3 CERT certification.	(a) Self Certified Copies of the Certificates.

S. No.	Criteria	Minimum Eligibility Requirement	Documentary Evidence to be Submitted along with the Proposal
05	Technical Capability	<p>The bidder must have successfully handled and completed end to end recruitment/selection process by conducting Offline exams for any government agencies including Central/State Government Departments / PSUs/ Public Sector Banks, etc. during last 5 (five) Financial Years ending 31.03.2018. The consultant firm/ agency should submit the details of such assignments undertaken as <b>Form 4 and Form 5</b>.</p> <p>The Applicant must have conducted written / recruitment examination for any <b>two</b> of the aforesaid organizations/ establishments, one such exam having involved applications of at least 5000 candidates and conducted in at least 5 exam venues simultaneously separately located.</p> <p>The bidder must have its own software for conducting of end-to-end recruitment examination. The exam being made offline mode (OMR sheet) which can be customized as per the requirements of AH&amp;V Dept.</p>	<p>Work order from the client mentioning details of exam center and amount claimed.</p> <p>Self-declared certificate need to be submitted by the bidder on the number of candidates.</p> <p>Besides the bidder should furnish the certificates from the concerned agency / organization about the number of exam centers at which exam was conducted by the bidder simultaneously.</p>
06	Local presence of the bidder	<p>The Applicant should either already have office in Guwahati or should undertake to have facility in Guwahati within 15 days from the date of acceptance of Tender.</p>	<p>Address proof / Undertaking</p>



S. No.	Criteria	Minimum Eligibility Requirement	Documentary Evidence to be Submitted along with the Proposal
07	Self-certification in the <b>Form 9</b> of affidavit	The Applicant or any of its director/s or partner/s should neither have been convicted by any court of law nor is any criminal case pending against them before any court of law. Further the bidder as a Firm should not have been blacklisted / barred / disqualified by any Government organization / regulatory / statutory body from future participation in any such tender.	Affidavit in prescribed format in <b>Form No.9.</b>
08	Printing Press	The bidder should undertake to print in a press certified by the RBI/ IBA (Indian Banking Association). The bidder should have a formal tie up with the press.	Copy of Registration Certificate of the scanning printer approved by the RBI/IBA along with non -disclosure Agreement.

- a) Proposals meeting the eligibility / qualification criteria above will be termed as Eligible Applicant.

## 2. Evaluation (ITB 35)

### 2.1. Technical Evaluation

- a) Each Eligible Applicant shall be technically evaluated based on technical evaluation criteria.
- b) Technical Proposal of all the Applicants will be evaluated based on appropriate marking system. The categories for marking and their respective weight age are asunder:

Sl.	Description	Score Calculation	Max Marks.
1	<b>Manpower in Company's Payroll</b>  <b>Details of ESIC/EPF/ISO: 9001:2015,20000-</b>	Less than 50: 0 marks 50 - 150 : 2 marks 150 - 250 : 4 marks 250 + : 5 marks	5

	<b>1:2011,27-001:2013-Certification to be submitted</b>		
2	Experience in handling written examination recruitment examination. <b>(Declaration in Form-04)</b>	No of recruitment assignments in India till 31 <sup>st</sup> December 2019 a) >10-15 work assignments – 10 marks b) >15-20 work assignments – 15 marks. c) >above 20 work assignments – 20 marks	20
3	Experience in dealing offline examination: <i>Attendance sheet/ a certificate obtained from the agency for which the exam was conducted. The certificate so obtained should clearly mention number of candidates for the exam.(Declaration in Form-05)</i>	For each such examination conducted by the bidder: a) ≥90,000 examinee : 3 marks/exam b) ≥60000 examinee: 2 marks/exam c) ≥ 30000 examinee: 1 mark/exam	5
4	Annual Turnover of Rs 1.00 Crores (rupees one crores only)in any of the last three financial years(i.e FY 2016-17, 2017-18, 2018-19)	Audited Balance sheet showing turnover of minimum of Rs 1 Crore or above	10
5	Average Audited annual turnover for last three financial years(i.e FY 2016-17, 2017-18, 2018-19)	a) Rupees 2 crores or above -2 marks b) Rupees 15 crores to 24.99 crores – 4 marks c) Rupees 25 crores and above – 5 marks	5
6	Experience in conducting test in OMR Sheet. during last 5 (Five) Financial years (ending 31.03.2019) <b>(Declaration in Form-04)</b>	Less than 5 OMR exams: 2 Marks More than 5 to 10 OMR exams: 4 Marks. More than 10 OMR exams: 10 Marks	10



7	ISO Certification and other quality certification (with validity)	1) ISO 27001 and ISO 9001 (Any one certificate) – 2 Marks 2) CMMI Certificate (Level 5 ): 3 Marks ( Level 4): 2 Marks ( Level 3 ): 1 Marks	5
8	Presentation before the technical committee by the eligible bidders	a) Presentation on software ( Dummy) basing upon this bidding documents – 10 Marks. b) For Presentation on the manpower planning and conduct of the examination – 15 Marks. c) For the presentation of action plan SLA and Risk Management – 15 Marks	40

c) All eligible applicants shall be required to make presentations up to 20 minutes, to demonstrate their credentials before the Technical Evaluation Committee. The presentation shall broadly cover the following aspects:

- Brief Organizational profile, local presence, associates, major clients and projects successfully executed, etc.
- Experience and capabilities of conducting similar assignments;
- Understanding of assignment along with methodology indicating broad roadmap;
- Risks and proposed risks mitigating measures;
- Proposed Key Personnel along with Team Lead and Manpower commitment.

## 2.2. Financial Evaluation

- a) Financial bid of only those bidders whose technical score (as per the technical evaluation) is 70 (seventy) or above shall be considered for financial bid opening. The Financial proposals of the technically qualified bidders will be opened and the L1 bidder will be the preferred bidder. If the total number of technically qualified applicants fall short of three in numbers (*or less than three applicant could score 70 marks in the technical evaluation*) then the Tender Inviting Authority may consider to reduce the technical eligibility score to an extent so that minimum three Applicant qualifies for Financial bid opening. However, in no circumstances the eligible technical score shall be less than 60 marks.
- b) AH&V Dept. reserves the right to ask for detailed cost-sheet for any of these activities, if necessary, for price rationalization from the L1 Bidder.
- c) In case of tie, the bidder with highest technical score will be awarded the contract.

## Section V – Activity Schedule

### 1. About the Purchaser

Animal Husbandry and Veterinary is one of the major departments of Government of Assam. The Department is responsible for matters relating to livestock production, preservation, protection from disease and improvement of stocks and dairy development. It also looks after all matters pertaining to fishing and fisheries. The Department plays a vital role in socio-economic development of the rural mass in particular and the state as a whole and has substantial contribution towards GDP growth.

### 2. Objectives

Veterinary & Animal Husbandry Dept., Govt. of Assam invites bids from eligible and interested parties through this bidding document for evaluation and selection of a suitable Agency through an open competitive process to engage as its recruitment process. The Agency is expected to successfully carry out recruitment process on behalf of the Department for posts given in para 3 below.

### 3. Detail Recruitment Plan

Detail Recruitment Plan					
Sl. No	Name of Post	Tentative No. of vacancies	Category of Post (UR/Women/SC/ST/SEBC/OBC)	Qualification	Method of Selection (Offline OMR) Written Exam and Computer Proficiency Test
<b>GROUP- B</b>					
<b>Dairy Development Directorate</b>					
1	Junior Assistant (HQ)	15		Bachelor degree from a recognised University or any examination declared equivalent by the Govt. Candidate must also possess computer skills for handling data and text on computer	
2	Junior Assistant (Sub-ordinate)	16		Bachelor degree from a recognised University or any examination declared equivalent by the Govt. Candidate must also possess computer skills for handling data and text on computer	
<b>A.H.&amp; Veterinary Directorate</b>					



3	Junior Assistant (HQ)	46	Bachelor degree from a recognised University or any examination declared equivalent by the Govt. Candidate must also possess computer skills for handling data and text on computer
4	Junior Assistant(Sub-ordinate)	99	Bachelor degree from a recognised University or any examination declared equivalent by the Govt. Candidate must also possess computer skills for handling data and text on computer
5	Electrician/Plant Operator	11	HSLC + 2 years ITI Diploma in Electrical from a recognised Institution

#### 4. Broad Scope of the Assignment:

The Scope of Work broadly covers

- a. Designing paper Advertisement;
- b. Developing and customizing online applications system;
- c. Hiring and maintenance online application server.
- d. Auto Generation of Acknowledgement/token number as a receipt of application;
- e. Downloading applications with computer generated registration number.
- f. Sending e-Mail and SMS to the candidates regarding date and venue for written and practical test; etc.
- g. Arrangement for downloading call letters for test;
- h. Consolidation of application data;
- i. Exam fee collection;
- j. Roll number generation;
- k. Setting of Question papers;
- l. Conduct Examination;
- m. Preparing, Developing and Finalizing result sheet for written test;
- n. Any other processor activity incidental and necessary for recruitment process.

#### 5. Key activities to be carried out by the Agency

##### a. Application

- i. Hosting of Online Application Form for registration of Candidates.
- ii. Scrutiny of the application forms with the supporting documents attached by the candidate.
- iii. Categorizing the list of candidates as per the post wise qualifying cut-off marks prescribed by AH&V Dept. either in the descending / ascending orders of preference.

##### b. Fixation of Test Centres

- i. To propose written test venues in & around major cities like Guwahati, Silchar, Dibrugarh, Jorhat, Nagaon, Tinsukia, Tezpur and a few district headquarters with facilities of rooms, furniture, invigilation, supervision, drinking water, toilets etc. Depending upon the number of eligible candidates written test shall be conducted at the location as decided by AH&V Dept.
- ii. To brief Centre Superintendents, Invigilators and other staff at all test centers.
- iii. To make all necessary arrangements at all test centers for the conduct of

test in a smooth and fair manner.

**c. Generation of Admit Cards for Written Test**

- i. To generate and allot unique Roll No. and test centre to the provisionally eligible candidates.
- ii. To design Admit Cards for provisionally eligible candidates.
- iii. To develop software for uploading admit cards on the dedicated portal with the facility for candidates to download their admit cards online.

**d. Development of Question Papers and Answer Sheet**

- i. To prepare and develop the objective type Question Booklets in English Question papers again will be post specific as per the syllabus to be provided by the OSCSC Ltd.
- ii. Paper quality of question booklet/to print the question booklets of required number.
- iii. To design and print the required number of OMR Answer Sheets. The specification of the OMR answer sheet shall be "Carbonless Paper-110GSM-Pressure Sensitive".

**e. Conducting Written Test**

- i. To pack and seal the question booklets and answer sheets post and make centre-wise. To position the same at the test venues prior to commencement of the test.
- ii. To prepare the attendance sheets for written examination.
- iii. To organize and conduct the written examination.
- iv. To take back all test materials both used and un-used i.e. question papers & answer sheets etc., directly from the test centers to his custody immediately after the test.

**f. Result Processing**

- i. To evaluate the OMR Answer Sheets of all candidates.
- ii. To compile the result of written test as per the criteria laid down by AH&V Dept. on the same day of written test or later as advised by AH&V Dept.
- iii. To prepare and provide the post-wise merit lists in a mutually agreeable format in respect of different categories.
- iv. To inform the successful candidates called for practical test by sending SMS on the mobile numbers registered by the applicant.
- v. The Agency will ensure safe storage of the scanned answer sheets atleast for the next ten years.

**6. Recruitment Size**

The qualification for each post, exact number to be recruited and other details will be provided by AH&V Dept. after engagement of the Agency. However, it is estimated to recruit around 750 (Seven hundred and fifty) personnel (tentative) across all categories within the stipulated period as will be decided by AH&V Dept. The recruitment thus planned may be a one time exercise or in a phased manner as per the requirement of AH&V Dept. Further the total number of posts may vary because of a changed context.

**7. Role and Responsibilities of the Recruitment Agency**

- a. The Recruitment Agency shall act as per the scope of work as defined in bidding



document.

- b. To prepare four set of question papers for each post and carry the sealed question packs to respective exam centers on the date of exam two hours prior to commencement. The syllabus of the question papers (Preferably General knowledge, subject specific & Computer Test) shall be collected from AH&V Dept. after the valid contract agreement.
- To shortlist the candidate equals to 3 times (1:3) of the vacancy against concerned posts, those shall be eligible for written tests in the form of assigned code against each candidate.
- d. To design the admit card in consultation with AH&V Dept. & upload the same in the website and facilitate to download of Admit cards by the candidate.
- e. To provide one dedicated telephone number for the candidates to get their queries mitigated.
- f. To confirm intimation to the candidates over phone for appearing at written examination & simultaneously at the Technical test.
- g. The examination centres shall be preferably in Guwahati, Silchar, Dibrugarh, Jorhat, Nagaon, Tinsukia and Tezpur looking at the number of applicants. However, subsequently the Dept. may decide new locations, not below the level of district headquarters if there arises such situation.
- h. To provide adequate infrastructure facility at the examination venue both for written test and practical tests.
- i. To finalize the examination centers having easy connectivity. The exam centres before being firmed up need to be shared with AH&V Dept.
- j. To provide adequate logistic support at the exam venue.
- k. To ensure adequate security provision at the examination venue.
- l. To collect all the examination papers from the candidates for coding and decoding the same. This exercise will be done at the exam centers immediately after the written test.
- m. To collect the decoded examination papers and to get that evaluated by qualified and experienced professionals and to submit the mark foil for each candidate in appropriate format as will be given by AH&V Dept. The list of examiners and their profile will be shared with the Corporation along with mark foils and the list of merit.
- n. To submit the scanned copies of answer sheets in "pdf" format in DVD/CD, which will be uploaded in the server for future compliance.
- o. To provide merit list of candidates on the ratio of 1:3 vis-a-vis the number of

advertised posts in respective categories

- p. To keep the data base of each such activity for a minimum period of 10 Years for required compliances in future.
- q. To maintain adequate confidentiality about each such activity and about the candidates.
- r. To abide by all the stipulations made by AH&V Dept. for better management of the services.
- s. Reports/deliverables required from the agency
  - i. To put in place, the process and the infrastructure required for the examination.
  - ii. Formulation of verifiable matrix for conduct of written examination.
  - iii. Effective compliance with government regulations
  - iv. Reports as and when required with regard to the present assignment
- t. The Recruitment Agency will be responsible for one-time error free and transparent conduct of examination in the manner delineated hereafter. The agency should have competent and skilled manpower to conduct such exam.
- u. The Recruitment Agency should adopt a transparent and competitive process of recruitment.
- v. The Recruitment Agency will develop a recruitment plan, clearly listing out the activities involved in the process along with timeline for each such activity.

#### 8. Detailed Scope of Work

##### a. Pre Examination Process

##### i. Development of Web Portal for Registration

1. The Agency will manage the pre examination related activities including development of web portal for registration of candidates. This is a dedicated portal designed for candidate's registration
2. The Pre-examination process shall includes:
  - a. Development of web portal
  - b. Designing the format of application for online submission by the candidates to be linked to AH&V Dept. Website
  - c. Generation of registration number.
  - d. Online and offline fee payment gateway solution for fee collection through credit/debit card and internet Banking.
  - e. Generation of admit card
  - f. Coding & Decoding features shall be built in to the process of the examination



ii. Publication Advertisement

1. The Advertisement format shall be prepared in consultation with the Recruitment Committee of AH&V Dept. The publication costs and expenses shall be borne by the Commissioner & Secretary, AH&V Dept.
2. The proposed web portal should be customizable and have the facility to assign users and generate various reports in the format provided by the AH&V Dept. It is required from the agency that they should provide backend technical support including hardware required during the course of execution. The agency has to provide data center support with disaster recovery and bandwidth support for project execution.

iii. Processing of Online Application and Registration

1. The Agency shall host application software on a suitable Server System and provide the URL link on AH&V Department's official web site for applying online.
2. The Agency shall hire the secured server services for data collection, hosting etc. along with requisite software licenses for recruitment.
3. Agency shall ensure online hosting/display of recruitment advertisement, instruction, and other information related to examination, from time to time.
4. The Agency shall design, develop, customize and host the format of online application as per the need of the AH&V Dept. for different tests.
5. Agency shall ensure online registration of candidates with facilities to upload scanned soft objects viz. photograph, thumb impression and signature in the application form and uploading of scanned copies of documents (such as proof of DOB/ Education/ Caste/ Ex-serviceman/ Handicapped certificate etc. as applicable to each candidates). Candidate's Validation and screening at the time of registration, as per rules and requirement are specified.
6. Agency shall ensure online fee collection through Debit/ Credit Card, Net- banking etc.
7. Agency shall ensure Off-line fee collection through Bank Challan of SBI, Guwahati Branch. (Challan form should be downloaded)
8. The Agency shall provide user Id and Password to the authorized

- representative of AH&V DEPT. to access the applications online.
9. On successful submission of online application by the candidate, is the responsibility of the bidder to ensure auto generation of unique registration number and password of the candidate in the portal which will be transmitted suo-motto to his/ her mail ID. The registration number will be the key number for candidates for all type of future correspondence/queries.
  10. The Agency shall provide helpline number and / or e-mail ID in the advertisement for recruitment for resolving the queries and difficulties occurring while applying online. It shall resolve all queries on daily basis within 24 hours at the maximum.

*Application format shall generally contain following fields to capture all relevant information relating to candidates. (Mandatory and Optional Fields to be clearly indicated)*

#### **iv. Personal Information**

The Agency shall incorporate the following data on the application form to be hosted on the web portal.

1. Name of the candidate: Surname, First Name & Middle Name
2. Father's & Mother's full name:
3. Date of Birth: dd-mm-yyyy format in drop down box form
4. Auto-generated age as on the particular date (as specified in the advertisement) in dd/mm/yyyy format.
5. Mailing Address: It should contain 3-4 rows of boxes for typing mailing address. In addition separate compulsory box shall be provided for pin code.
6. State of domicile – with drop down box form
7. Valid and verified E-mail address to be provided compulsorily.
8. Contact Mobile phone for sending SMSs.
9. Additional Telephone number (along with STD code)(Optional)
10. Gender – Male/ Female – drop down box form.
11. Marital Status – drop down box form.
12. Category: SC/ST/OBC/General – drop down box form showing the caste status. For caste other than General, Original caste certificate shall be scanned and uploaded through drop down box-yes/no.
13. Person with disability: drop down box form – yes/no, if yes type of



disability through drop down box & percentage of disability through drop down box & uploading of the scanned copy of the certificate through drop down box-yes/no.

14. Whether applying under the quota of sports persons: drop down box form – yes/no, if yes name of sport and the level of participation through drop down and submitting the required certificate through drop down box-yes/no.
15. Whether applying under Ex-Servicemen quota: drop down box form – yes/no, if yes mention rank at the time of retirement through drop down box.
16. Whether applying as an in position employee of AH&V Dept.: drop down box form – yes/no, if yes, then there will be space to enter the date of engagement. The total years of experience will be calculated by the system automatically and so will be the completed years of experience. Whether Experience certificate issued by the Competent Authority submitted through drop down box. (yes / no) . If yes then scanned copy has to be uploaded.
17. Choice of centres in dropdown box form. The candidate will be asked to choose one center from amongst the centres mentioned in the advertisement.
18. Name of the bank, branch on which Demand draft/Banker's Cheque will be charged for offline payment.

**v. Educational Qualifications**

For filling up of requisite qualifications, a table shall be provided. Each table shall contain qualification, Subjects/ specialization, Period (from-to), year of passing, College/ Institute/ University, percentage of marks etc. At least 5 rows to be provided for qualifications with provision to add further, if required by the candidate.

**vi. Work Experience**

1. For filling up of work experience, table shall be provided. Each table shall contain
  - a. Name of Organization,
  - b. Position held,
  - c. Period of Experience (From dd/mm/yy to dd/mm/yy)
2. Nature of experience; Private/public (drop-down), Pay scale details, etc. In separate columns. At least 5 rows to be provided. For

adding new experience, add one button will be provided.

3. Total no. of years of experience shall be shown at the end of experience table.
4. Experience shall be calculated automatically on the basis of data provided by the candidate till the date mentioned in the advertisement.

vii. General Information

1. The online application system shall be closed automatically on last date and time mentioned in the advertisement.
2. The system shall find age, qualification & payment of fee and their conformity to existing provisions on the cut off date. The system shall also take care of the relaxation of age, application fees as the case may be as provided to SC/ST/ OBC/Women/Person with disability /Ex-servicemen person sl. The details of criteria of relaxation shall be provided by AH&V Dept.
3. Mandatory fields: The application format shall contain some mandatory fields distinguished with an indicator, which a candidate is required to fill in. Unless these mandatory fields are filled by an applicant, he / she will not be allowed to proceed further and submit the online application/registration.
4. Wherever, the system requires filling up of these mandatory fields or filling up of data in particular format, i.e., numeric/ alphabetical/ use of special characters etc., the system will guide the candidates through pop-up windows by giving appropriate instruction.

viii. Scrutiny, Validation and Communication

1. The Agency shall host the AH&V Department's business application solutions and data on a secured Data Center complying with ISO 27001 Standards. The bidder shall furnish valid certifications to that effect for verification on the last date of submission of the bid, so that it covers the contract period. AH&V Dept. shall have right to get the Bidder's Data Center audited by an independent and reputed third party for its security, data integrity and audit trail, confidentiality, integrity, authentication, availability, authorization and non-repudiation related features (software security test), including provisions of CERT In (Indian Computer Emergency Response Team). The Agency shall rectify



the flaws and comply with change requests that may arise during audit. The list of the firm's designated personnel will be shared with the Department.

2. The Agency shall have to verify and validate through system the receipt of application fee and registration of the candidate.
3. Besides this, Agency shall devise solution to an automated response through e-mail and SMS to all the candidates about the Registration No. and Password required for further recruitment process immediately on successful registration. The bidder will have to create a unique email ID for AH&V Dept. for this purpose at his server. A copy of the e-mail messages sent to applicants shall be sent to the unique e-mail ID of AH&V Dept. created for this purpose for record and future reference.

*The Agency shall develop a computer-based real time MIS system to capture and monitor the total activities associated with the recruitment process for the use of AH&V Dept. The reports/views as part of the MIS shall be finalised on mutual consent.*

ix. Printing, Packing and Delivery of OMR Sheets & Question Papers

The Agency has to print OMR sheet and question paper with variable barcode. In the post examination phase the agency will collect the used OMR sheets as per instruction of the AH&V Dept. After Scanning of OMR sheets, Preparation of the Provisional and Final Answer Key, Result processing work and Uploading of Result with OMR Images on web server for various examinations as per requirement of AH&V DEPT. using OMR/ICR/OCR Technology with Barcode system, the bidder is required to conduct validation, cross checking to deliver the correct data files (part-wise & total marks from OMR sheets). Detail specification and activities in each stage are given below:

Particulars	Details
a. Printing of Question Papers	Printing of multi-paged Question Paper Booklet will be in <b>English and Regional Language (Assamese, Bodo and Bengali)</b> and in multi-coloured form, using 100GSM map litho paper of good quality in 4

	<p>sets.</p> <ol style="list-style-type: none"> <li>1. The agency has to print OMR sheets with barcode as per approval of the AH&amp;V DEPT.</li> <li>2. The question paper and printed OMR sheet with barcode is to be inserted in individual question paper booklet. Pasting / sealing of each question paper booklet will be done with Roll numbered seal sticker. Serial No. of OMR sheet and Seal Sticker No. of Question Paper Booklet must match perfectly at the time of insertion of OMR sheet.</li> <li>3. Each such sealed Question Paper Booklet inserted with OMR sheet is to be packed individually in Security PVC Bag and close with Security Tape.</li> <li>4. It is the responsibility of the agency to ensure proper and safe packing of all such materials and safe transportation of the same to the exam centers.</li> </ol>
<p>b. Printing of OMR Sheets</p>	<p>The responsibility of the Agency shall include:</p> <ol style="list-style-type: none"> <li>1) Printing of OMR Sheet on "<u>Carbon Less Paper-110 GSM-Pressure Sensitive</u>", multi-coloured printing as per necessity with perforation for detachment.</li> <li>2) Serial Numbering and Barcode generation as per the jumbling codes / pattern having ten characters.</li> <li>3) Printing of serial number and Barcode on each OMR Sheet.</li> <li>4) Supply of Examination Material &amp; other logistics</li> <li>5) The agency has to provide secured</li> </ol>



	<p>transportation of printed examination material to the respective examination centers by the vehicles studded with GPS tracking system.</p>
<p>c. Management of Written Examination at the Centres</p>	<p>Responsibility of the agency shall include:</p> <ol style="list-style-type: none"> <li>1) Installation of Automated Biometric verification system with following facility <ol style="list-style-type: none"> <li>a) Admit card with Barcode</li> <li>b) Hand held Biometric terminals</li> <li>c) Barcode reader</li> <li>d) Photo camera</li> </ol> </li> <li>2) Appointment of Biometric Machine operator with machine at each center based on the yard stack of one operator for every 100 candidates. Capture and consolidation of Biometric data and photo at the time of examination</li> <li>4) Capturing Biometric data and photo from the application and to be tallied on the day of examination</li> <li>5) Digital fingerprint recording in the examination halls at the time of examination. Fingerprints should be captured on software, which can be matched with eventual collection of fingerprint on any subsequent occasion. Physical recording of fingerprint on paper using special 'finger print ink pad' e.g. of "Sirchie" during the time of examination.</li> </ol>
<p>d. Supply of Examination Centre Management Kits</p>	<p>The responsibility of the agency includes:</p> <ol style="list-style-type: none"> <li>1) Generation, printing and supply of Exam Centre Management Kits well ahead of exam schedule, which will</li> </ol>

	<p>include:</p> <ol style="list-style-type: none"> <li>a) List of roll numbers of candidates appearing at each examination center</li> <li>b) Seating plan</li> <li>c) Room wise Attendance Sheets with roll number, photograph and signatures of candidate, with provision for pasting of a fresh coloured photograph on the attendance sheet</li> <li>d) Room wise desks lips</li> <li>e) Other logistic and stationary items as required inside the hall for smooth conduct of exam.</li> </ol> <ol style="list-style-type: none"> <li>2) Supply of various Report Forms which are to be filled by the center in-charge</li> <li>3) Supply of packing material for the packing of answer sheets comprising labelled envelopes for easy handling and administration</li> </ol>
<p>e. Coordination for Conduct of Examination</p>	<p>The Examination Centre Management Kits, Answer Sheets and Question Papers are distributed through the official channels / by agency; as per direction of AH&amp;V Dept. The agency shall depute own employee as 'Centre Coordinator' at each Examination Centre for each session of examination. Below are the details for coordination for conduct of examination: -</p> <ol style="list-style-type: none"> <li>1. Agency would facilitate the booking for suitable and good venues in the cities of Assam to be finalised center. Layout of the exam centers would be done by agency.</li> <li>2. Agency will place one test center</li> </ol>



	<p>coordinator at center level, invigilators @One per 24 candidates and support staff as required. The Agency will complete venue preparedness exercise one day before the test, for all the venues along with the Department officials including the test coordinator &amp; Invigilators briefing them about their role and duties. Venue Desk Roll No. stickering, Room Readiness, Invigilator Duty allocation &amp; Duty chart preparation can also be done one day prior to the exam.</p> <ol style="list-style-type: none"><li>3. Agency will be required to prepare standard test procedure in consultation with AH&amp;V Dept. officials, with a view to conduct the test uniformly in a fair manner at all venues. The procedure should be exhaustive and clearly indicate all the possible activities. For this purpose the Agency is required to prepare a Test Manual, Standard Formats for capturing information etc.</li><li>4. Agency would deploy own trained and experienced manpower as Venue Supervisor at each test center to conduct test smoothly and coordinate between the AH&amp;V Dept. and venue staff.</li><li>5. Agency will coordinate pre-examination preparation at each venue, which will include training, briefing, putting up sign ages and other administrative arrangement.</li></ol>
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	<ol style="list-style-type: none"> <li>6. Agency will ensure proper durable and secured packaging of answer sheets.</li> <li>7. Agency will report timely on the conduct of examination in each session, which will include furnishing necessary details as specified by the AH&amp;V Dept.</li> <li>8. Agency will coordinate transfer of candidates' data, which will include biometrics, scores and reports of candidates, to itself for integration with the master database.</li> <li>9. Agency will ensure necessary hardware required for the examination at the designated centers / scanning centers.</li> <li>10. All logistic expenses for handling confidential material will be borne by agency.</li> </ol>
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b. Post Examination Process

i. Agency's Responsibility at post examination stage shall include:

1. Collection of OMR answer sheets from all the examination centers.
2. Packaging and safe storage of the sheets by discipline / subject expert.
3. Coding of the sheets. This has to be carried out with secrecy.
4. Evaluations of OMR answer sheets.
5. Decoding and restoration to the pre-coding identity.
6. Preparation of the merit list on the basis of marks secured and making the same available to AH&V DEPT.
7. Scanning of OMR Answer Sheets in high speed OMR/ICR/OCR scanner machine. Scanner machine should have minimum speed of process 60 OMR sheets per minute



8. Generation of scanned image of each OMR sheet with high resolution
  9. Generation of soft data from scanned image
  10. Editing / Verification of soft data with scanned image.
  11. Preparation and Validation of answer key in 10sets
  12. Synchronization / Linkup of retrieved data with Pre Exam Data
  13. Preparation of various reports as per the requirement of AH&V Dept.
  14. Submission of complete database with scanned images in external storage device with the provision of easy search of the exam profile of individual candidate.
- ii. Uploading of Result with OMR Images on web server
1. Bidder should have enough technical knowledge and infrastructure i.e hardware, servers, leased line with appropriate bandwidth for huge volume of login and downloading of data and images at a time
  2. After preparation of Result sheet, uploading of OMR Images and Result database of each candidate on web server with searchable application for viewing of online result and downloading of OMR Image.

iii. Grievance Management System

The Agency will provide a Help Desk service over telephone to answer the queries raised by the callers. The help-desk shall be competent enough to address the issues raised by the applicants correctly and timely.

**NOTE:** *The entire process shall be designed in such a manner so as to ensure that there is zero scope of any kind of malpractice and mischief mongering.*

## Section VI – Bidding Forms

### 1. Letter of Bid

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

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

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

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

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 10);
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with ITB4;
- (c) We offer to supply in conformity with the Bidding Documents and in accordance with the Completion Schedules specified in the Activity Schedule the following Non-Consultancy Services **:[insert a brief description of the Non-Consultancy Services];**
- (d) The total price of our Bid is specified in the Priced Activity Schedule (BoQ).
- (e) Our bid shall be valid for a period fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (g) We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process in accordance with ITB 4.3 (e), other than alternative bids submitted in accordance with ITB 13;
- (h) We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
- (i) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in ITB Para 3 of the Bidding Documents
- (j) We hereby certify that we are neither associated nor has been associated directly or indirectly with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or is being proposed as Project Manager for the contract
- (k) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;



- (l) We hereby certify that we are not insolvent, 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;
- (m) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (n) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- (o) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name of the Bidder

\_\_\_\_\_

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

\_\_\_\_\_

Title of the person signing the Bid

\_\_\_\_\_

Signature of the person named above

\_\_\_\_\_

Date signed

\_\_\_\_\_

**2.****Bidder Information Form**

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

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

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

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
3. Bidder's Address: <i>[insert Bidder's legal address]</i>
4. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
5. Documents uploaded are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 43. <input type="checkbox"/> Organizational chart, a list of Board of Directors, and the beneficial ownership. <input type="checkbox"/> Income Tax Registration Document / PAN Card <input type="checkbox"/> GSTIN Registration Certificate <input type="checkbox"/> Any other document

3.

## Form of Priced Activity Schedule

1	2	3	4	5=3+4	6
Sl no	Description of Non- Consultancy Services	Total Quoted Rate in INR	Total GST value in INR	Total Amount with GST in INR	Total Amount(in INR) with taxes in Words
1	<ul style="list-style-type: none"> <li>a. Designing paper Advertisement;</li> <li>b. Developing and customizing online applications system;</li> <li>c. Hiring and maintenance online application server.</li> <li>d. Auto Generation of Acknowledgement/token number as a receipt of application;</li> <li>e. Downloading applications with computer generated registration number.</li> <li>f. Sending e-Mail and SMS to the candidates regarding date and venue for written and practical test; etc</li> <li>g. Arrangement for downloading call letters for test;</li> <li>h. Consolidation of application data;</li> <li>i. Exam fee collection;</li> <li>j. Roll number generation;</li> <li>k. Setting of Question papers;</li> <li>l. Conduct Examination;</li> <li>m. Preparing, Developing and Finalizing result sheet for written test;</li> <li>n. Any other processor activity incidental and necessary for recruitment process.</li> </ul>				
	Total Bid Price				

*[The Bidder shall fill in the Form in accordance with the instructions indicated.]*

Signature and seal of Bidder's authorized signatory



## 4. Methodology and Work Plan

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

## 5.

# Qualification Information

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

Project	Name of	Type of	Value of
/			
/			

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

Name	No.	Years of experience
/		
/		

5. Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies;
6. Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB 5;
7. Statement of compliance with the requirements of ITB 6.2
8. Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding document.
9. Bidders should provide any additional information required **in the Bid Data Sheet**

## 7. Proforma for Other Details of Bidder and its Bank

1. Name & full address of the Bidder:

2. (a) Telephone & Fax No

(b) Email

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

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

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

(i) Name and address of the Bank:

(ii) Name of the contact Person

(iii) Phone number/Mobile

(iv) Fax Number

(v) Email address

**Signature and seal of the Bidder**



## Section VII - General Conditions of Contract

### Section VII - General Conditions of Contract

<b>1. General Provisions</b>	
<b>1.1. Definitions</b>	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none"> <li>a. "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;</li> <li>b. "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer;</li> <li>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;</li> <li>d. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;</li> <li>e. "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration;</li> <li>f. "Employer" means the party who employs the Service Provider as specified in SCC.</li> <li>g. "GCC" means these General Conditions of Contract;</li> <li>h. "Government" means the Government of Assam;</li> <li>i. "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;</li> <li>j. "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;</li> <li>k. "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;</li> <li>l. "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer as specified in SCC;</li> <li>m. "Service Provider's Bid" means the completed Bidding Document submitted by the Service Provider to the Employer</li> <li>n. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;</li> <li>o. "Specifications" means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer</li> <li>p. "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.</li> <li>q. "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.</li> </ul>
<b>1.2. Applicable Law</b>	The Contract shall be interpreted in accordance with the laws of the Union

	of India.
<b>1.3. Language</b>	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.
<b>1.4. Notices</b>	Any notice given by one party to the other pursuant to the Contract shall be in writing to the <b>address specified in the SCC</b> . 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.
<b>1.5. Location</b>	The Services shall be performed at such locations as are specified in Appendix A.
<b>1.6. Authorized Representatives</b>	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 <b>specified in the SCC</b> .
<b>1.7. Inspection and Audit by the Govt. of Assam</b>	The Service Provider shall permit the Govt. of Assam and/or persons appointed by the Govt. of Assam to inspect the Site and/or 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).
<b>1.8. Taxes and Duties</b>	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.
<b>1.9. Code of Integrity</b>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>iii. any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the</li> </ul>



	<p>procurement process;</p> <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> <li>vii. any obstruction of any investigation or audit of a procurement process;</li> <li>viii. making false declaration or providing false information for participation in - <ul style="list-style-type: none"> <li>a. tender process or to secure a contract;</li> <li>b. disclosure of Conflict of Interest;</li> <li>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</li> <li>d. during the last three years or of any debarment by any other Procuring Entity</li> </ul> </li> </ul> <p>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 -</p> <ul style="list-style-type: none"> <li>a. exclusion of the Service Provider from the procurement process;</li> <li>b. recovery of payments made by the Employer along with interest thereon at bank rate;</li> <li>c. cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer;</li> <li>d. debarment of the Service Provider from participation in future procurements of the Govt. of Assam for a period not exceeding three years.</li> </ul>
<p><b>2. Commencement, Completion, Modification, and Termination of Contract</b></p>	
<p><b>2.1. Effectiveness of Contract</b></p>	<p>This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be <b>stated in the SCC.</b></p>
<p><b>2.2. Commencement of Services</b> <b>2.2.1. Program</b></p>	<p>Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The</p>



<b>2.2.2. Starting Date</b>	<p>Services shall be carried out in accordance with the approved Program as updated.</p> <p>The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be <b>specified in the SCC.</b></p>
<b>2.3. Intended Completion Date</b>	<p>Unless terminated earlier pursuant to Sub-Clause 2.5, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damages as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.</p>
<b>2.4. Modification</b>	<p>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.</p>
<b>2.4.1. Value Engineering</b>	<p>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:</p> <ul style="list-style-type: none"> <li>a. the proposed change(s), and a description of the difference to the existing contract requirements;</li> <li>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</li> <li>c. description of any effect(s) of the change on performance/functionality.</li> </ul> <p>The Employer may accept the value engineering proposal if the proposal demonstrates benefits that:</p> <ul style="list-style-type: none"> <li>a. accelerates the delivery period; or</li> <li>b. reduces the Contract Price or the life cycle costs to the Employer; or</li> <li>c. improves the quality, efficiency, safety or sustainability of the services; or</li> <li>d. yields any other benefits to the Employer, without compromising the necessary functions of the Facilities.</li> </ul> <p>If the value engineering proposal is approved by the Employer and results in:</p> <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul>

<p><b>2.5. Force Majeure</b>  <b>2.5.1. Definition</b></p> <p><b>2.5.2. No Breach of Contract</b></p> <p><b>2.5.3. Extension of Time</b></p> <p><b>2.5.4. Payments</b></p>	<p>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.</p> <p>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.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period</p>
<p><b>2.6. Termination</b>  <b>2.6.1. By the Employer</b></p> <p><b>2.6.2. By the Service Provider</b></p>	<p>The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b. if the Service Provider become insolvent or bankrupt;</li> <li>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</li> <li>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.</li> </ul> <p>The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:</p> <ul style="list-style-type: none"> <li>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</li> <li>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</li> </ul>



<p><b>2.6.3. Payment upon Termination</b></p>	<p>than sixty (60) days.</p> <p>Upon termination of this Contract pursuant to Sub-Clause 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:</p> <ul style="list-style-type: none"> <li>a. remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;</li> <li>b. except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.</li> </ul>
<p><b>3. Obligations of the Service Provider</b></p>	
<p><b>3.1. General</b></p>	<p>The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.</p>
<p><b>3.2. Conflict of Interest</b></p>	<p>3.2.1. The Service Provider shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.</p> <p>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.</p> <p>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 –</p> <ul style="list-style-type: none"> <li>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;</li> <li>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;</li> </ul>



	<p>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;</p> <p>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;</p> <p>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-</p> <p>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;</p> <p>b. If they receive or have received any direct or indirect subsidy from any other bidder;</p> <p>c. If they have the same legal representative for purposes of the bid;</p> <p>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;</p> <p>e. If they participate in more than one bid in the same bidding process;</p> <p>f. If they have controlling partners in common;</p> <p>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;</p> <p>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.</p>
<b>3.3. Confidentiality</b>	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.
<b>3.4. Insurance to be Taken Out by the Service Provider</b>	The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be <b>specified in the SCC</b> ; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.
<b>3.5. Service Provider's Actions Requiring Employer's Prior Approval</b>	The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions: <ul style="list-style-type: none"> <li>a. entering into a subcontract for the performance of any part of the Services,</li> <li>b. appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),</li> <li>c. changing the Program of activities; and</li> <li>d. any other action that may be specified in the SCC.</li> </ul>
<b>3.6. Reporting Obligations</b>	The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix
<b>3.7. Documents Prepared by the Service Provider to be the Property of the Employer</b>	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 Providers 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 <b>specified in the SCC</b> .
<b>3.8. Liquidated Damages</b>	
<b>3.8.1. Payments of Liquidated Damages</b>	The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.
<b>3.8.2. Correction for Over-payment</b>	If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-



3.8.3. Lack of performance penalty	<p>Clause 6.5.</p> <p>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.</p>
3.9. Performance Security	<p>The Service Provider shall provide the Performance Security (at the rate as specified in the SCC) to the Employer no later than the date specified in the Letter of Acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.</p>
<b>4. Service Provider's Personnel</b>	
4.1. Description of Personnel	<p>The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.</p>
4.2. Removal and/or Replacement of Personnel	<p>a. Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p> <p>b. If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>c. The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
<b>5. Obligations of the Employer</b>	
5.1. Assistance and Exemptions	<p>The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as <b>specified in the SCC.</b></p>
5.2. Change in the Applicable Law	<p>If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses</p>



	otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.
<b>5.3. Services and Facilities</b>	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix E.
<b>6. Payments to the Service Provider</b>	
<b>6.1. Lump-Sum Remuneration</b>	The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.
<b>6.2. Contract Price</b>	The price payable is <b>set forth in the SCC</b> .
<b>6.3. Payment for Additional Services</b>	For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendix D.
<b>6.4. Terms and Conditions of Payment</b>	Payments will be made to the Service Provider according to the payment schedule <b>stated in the SCC</b> . <b>Unless otherwise stated in the SCC</b> , the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period <b>stated in the SCC</b> . Any other payment shall be made after the conditions <b>listed in the SCC</b> for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
<b>6.5. Day works</b>	<p>6.5.1. If applicable, the Day work rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.</p> <p>6.5.2. All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.</p> <p>6.5.3. The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.5.2</p>
<b>7. Quality Control</b>	
<b>7.1. Identifying Defects</b>	The principle and modalities of Inspection of the Services by the Employer shall be as <b>indicated in the SCC</b> . The Employer shall check the Service Provider's performance and notify him of any

	Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as <b>defined in the SCC.</b>
<b>7.2. Correction of Defects, and Lack of Performance Penalty</b>	<ul style="list-style-type: none"> <li>a. The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.</li> <li>b. Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.</li> <li>c. If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.</li> </ul>
<b>8. Settlement of Disputes</b>	
<b>8.1. Amicable Settlement</b>	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
<b>8.2. Dispute Settlement</b>	Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the <b>SCC.</b>



## Section VIII - Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(c)	The contract name is Conduct Recruitment for Different Posts under Veterinary & Animal Husbandry Department, Govt. of Assam
1.1(f)	The Employer is Commissioner & Secretary, Veterinary & Animal Husbandry Department, Govt. of Assam
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><b>The addresses are:</b></p> <p><b>Employer:</b>            _____ Attention: _____            Facsimile: _____            E-mail: _____</p> <p><b>Service Provider:</b> _____            _____ Attention: _____            Facsimile: _____            E-mail: _____</p>
1.6	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Employer:</b> <i>[name, title]</i> _____</p> <p><b>For the Service Provider:</b> <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 ^ months from signing of contract.
2.4.1	If the value engineering proposal is approved by the Employer the amount to be paid to the Service Provider shall be 50% of the reduction in the Contract Price.
3.2.5	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 3.2.4.g



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
3.4	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> <li>(i) Third Party motor vehicle</li> <li>(ii) Third Party liability</li> <li>(iii) Employer's liability and workers' compensation</li> <li>(iv) Professional liability</li> <li>(v) Loss or damage to equipment and property</li> </ul>
3.5(d)	No additional actions.
3.7	<p>Restrictions on the use of documents prepared by the Service Provider are:</p> <ol style="list-style-type: none"> <li>1. Service provider will have no right to use the documents, for any other reason</li> <li>2. without a written permission from the Purchaser.</li> </ol>
3.8.1	<p>The liquidated damages rate is Rs. 50,000 per day</p> <p>The maximum amount of liquidated damages for the whole contract is 10% percent of the final Contract Price.</p>
3.8.3	<p>The percentage _____ to be used for the calculation of Lack of performance Penalty (ies) is _____.</p>
3.9	Performance security will be 10% of the final Contract Price.
5.1	<p>The assistance and exemptions provided to the Service Provider are:</p> <ol style="list-style-type: none"> <li>1. Details regarding number of vacancies, education qualification required, and timelines for implementation of the assignment shall be provided by the Purchaser.</li> <li>2. Written rules and logic for the preparation of the merit list shall be shared by the Purchaser.</li> </ol>
6.2	The amount is _____.

6.4	<p>Payments shall be made according to the following schedule:</p> <ul style="list-style-type: none"> <li>• No advance payment will be made.</li> <li>• Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators: <ul style="list-style-type: none"> <li>➤ Demonstration of online application system, and hiring and maintenance of online server (10%)</li> <li>➤ Generation of online roll number and admit card of applicants (20%)</li> <li>➤ Conduct of Examination in all centres (40%)</li> <li>➤ Sharing of merit list (20%)</li> <li>➤ Exit Management (10%)</li> </ul> </li> </ul> <p>Should the certification not be provided, or refused in writing by the employer within two month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.</p>
6.5	<p>Payment shall be made within 60 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within 90 days in the case of the final payment.</p>
7.1	<p>The principle and modalities of inspection of the Services by the Employer are as follows: _____</p> <p>The Defects Liability Period is _____.</p>
8.2	<p><b>Disputes shall be settled by arbitration in accordance with the following provisions:</b></p> <ol style="list-style-type: none"> <li>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"> <li>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 the refrom, 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 other wise, a sole arbitrator for the matter in dispute.</li> <li>b. Where the Parties do not agree that the dispute concerns at 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>.</li> </ol> </li> </ol>

	<p>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.</p> <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> <div style="border: 1px solid black; padding: 5px;"> <p><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> </div> <p>4. <u>Miscellaneous.</u> In any arbitration proceeding here under:</p> <ol style="list-style-type: none"> <li>a. proceedings shall be held in Guwahati, <i>India</i></li> <li>b. the English language shall be the official language for all purposes and</li> </ol> <p>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.</p>
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## **Appendices and Annexure**

### **Appendix A - Description of the Services**

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

### **Appendix B - Schedule of Payments and Reporting Requirements**

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

### **Appendix C - Key Personnel and Sub contractors**

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

### **Appendix D - Breakdown of Contract Price**

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

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

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

### **Appendix E - Services and Facilities Provided by the Employer**

**Annexure A**

Self Technical Scoring

Sheet

(Agencies will fill up the table and submit along with the bid documents)

Sl No	Criteria	Score	Documents Attached (Y/N)	Document Page Number	Self Scoring	Official Remarks
1	<b>Company Profile Credentials</b>					
1.1	Annual Turnover from Recruitment and Assessment Business(Audited Balance Sheet showing average turn over of minimum 1 crore and above from recruitment and assessment related business in last 3 FY(2016-17, 2017-18, 2018-19)					
	Rs 1 Crore upto 10 crores	5				
	> Rs 10 Crores upto 20 crores	10				
	> Rs 20 Crores and Above	15				
1.2	<b>Quality Certifications</b>					
	i) ISO 9001 and ISO 27001 Certifications(Both Certifications required)	5				
	ii) CMMI Level 3 Certification and above (Certificate Required)	10				
1.3	<b>Manpower in company's payroll(PF Challan to be attached)</b>					
	Less than 50	0				
	> 50 to 150	10				
	> 150 and above	20				
2	<b>Company's Experience and Methodology</b>	50				
2.1	<b>No of Recruitment assignments in india till 1st Dec 2019(Work Order / Completion certificate should be provide)</b>					
	10 to 15 assignments	5				
	16 to 20 assignments	10				
	21 and above assignments	15				
2.2	<b>Experience in handling Candidate count in one single exam.(Completion certificate with candidate count should be provided)</b>					
	1 Lakh to 5 Lakh	10				
	> 5 lakh to 10 lakhs	15				

Appendices and Annexure

	> 10 Lakh and above	20				
3	<b>Technical Presentation</b>	15				



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## Section IX - Contract Forms

### 1. Letter of Acceptance

*[on letterhead paper of the Employer]*

..... date.....

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

Subject: **Contract No.** .....

Tender ID: .....

This is to notify you that your Bid dated \_\_\_\_\_ *[insert date of bid submitted by the bidder with Bid ID [insert the bid id received after bid submission]]* 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 in accordance with the Conditions of Contract, using for that purpose the of the Performance Security Form included in Section IX, Contract Forms of the Bidding Documents.

Authorized Signature:.....

Name and Designation of Signatory:.....

Name of Employer:.....

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## 2.

# Form of Contract

*[letter head paper of the Employer]*

### LUMP-SUM REMUNERATION

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

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

#### WHEREAS

- (a) The Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (here in after 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 here to hereby agree as follows:

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

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

Appendix A: Description of the Services

Appendix B: Schedule of Payments

Appendix C: Key Personnel and Subcontractors

Appendix D: Breakdown of Contract Price

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Appendix E: Services and Facilities Provided by the Employer

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

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

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

\_\_\_\_\_  
*[Authorized Representative]*

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

\_\_\_\_\_  
*[Authorized Representative]*

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

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

\_\_\_\_\_  
*[name of member]*

\_\_\_\_\_  
*[Authorized Representative]*



### 3.

## Performance Security

### Bank Guarantee

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

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* *[insert amount in words]*, such sum being payable up to 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 *yourdem* and or the sum specified therein.

This guarantee shall expire, no later than the... Day of.....,2...<sup>2</sup>, and any demand for payment under it must be received by us and 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.**

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

<sup>2</sup> Insert the date twenty-eight 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."